

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
MEETING AGENDA**

**TUESDAY, MARCH 16, 2021**

**9:00 A.M.**

**KENDALL COUNTY OFFICE BUILDING - ROOMS 209 & 210**

- I. Call to Order
- II. Pledge of Allegiance
- III. Invocation
- IV. Roll Call
- V. Approval of Agenda
- VI. Public Comments
- \*CONSENT AGENDA**
- VII. Approval of Minutes
  - Kendall County Forest Preserve District Commission Meeting of February 16, 2021 and March 2, 2021
  - Kendall County Forest Preserve District Finance Committee Meeting of February 25, 2021
  - Kendall County Forest Preserve District Operations Committee Meeting of March 3, 2021
- VIII. \*Approval of Claims in the Amount of \$28,014.41
- OLD BUSINESS**

*No items posted for consideration*
- NEW BUSINESS**
- IX. **\*MOTION:** Approval of Regional Trails Program Grant Agreement No. RTP 19-155 between the State of Illinois – Illinois Department of Natural Resources and the Kendall County Forest Preserve District Awarding \$177,100.00, with a Required District Match of \$44,374.00, for the Completion of a Public Access and Trail Improvements Project at Fox River Bluffs Forest Preserve
- X. **\*MOTION:** Approval of a Professional Services Contract with Wight & Company of Darien, Illinois for the Development of the Subat Forest Preserve Nature Center Master Plan, Concept Designs, and Construction Estimates for a Cost Not-to-Exceed \$24,500.00 plus Reimbursable Expenses for an Amount Not-to-Exceed \$500.00
- XI. **\*MOTION:** Approval of a Proposal from Newmark Valuation and Advisory of St. Charles, Illinois to Complete a Fair Market Appraisal Study of Three (3) Reservation Woods Parcels (06-06-300-001 - partial; 05-01-400-004 and 05-01-400-005) in the Amount of \$2,000.00 Inclusive of Expenses
- XII. **\*MOTION:** Approval of a Proposal from O'Malley's Welding and Fabrication of Yorkville, Illinois for Abutment Fencing Safety Improvements at the Shuh-Shuh-Gah Canoe Launch Area for an Amount Not-to-Exceed \$3,150.00
- XIII. Public Comments
- XIV. Executive Session
- XV. Other Items of Business
- XVI. Adjournment

*(\*) Requires affirmative vote of the majority of those elected (6) for passage (KCFPD Rules of Order Section I.G.2.b.v.a)*

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**KENDALL COUNTY FOREST PRESERVE DISTRICT  
COMMISSION MEETING MINUTES**

**FEBRUARY 16, 2021**

**I. Call to Order**

President Gilmour called the meeting to order at 9:05 am in the Kendall County Office Building - Second Floor Board Rooms 209 and 210.

**II. Pledge of Allegiance**

All present recited the Pledge of Allegiance.

**III. Invocation**

An invocation was offered by Commissioner Gengler.

**IV. Roll Call**

X	Cesich	X	Gryder
X	DeBolt	X	Kellogg
X	Flowers	X	Koukol
X	Gengler	X	Rodriguez
X	Gilmour	X	Vickers

Roll call: Commissioners Cesich, DeBolt, Flowers, Gengler, Gryder, Kellogg, Koukol, Rodriguez, Vickers, and Gilmour were all present.

**V. Approval of Agenda**

Commissioner DeBolt made a motion to approve the Commission meeting agenda as presented. Seconded by Commissioner Rodriguez.

Motion: Commissioner DeBolt  
Second: Commissioner Rodriguez

**Roll call: Approval of Agenda**

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		Cesich	X		Gryder
X		DeBolt	X		Kellogg
X		Flowers	X		Koukol
X		Gengler	X		Rodriguez
X		Gilmour	X		Vickers

Motion unanimously approved.

Roll call: Commissioners Cesich, DeBolt, Flowers, Gengler, Gryder, Kellogg, Koukol, Rodriguez, Vickers, and Gilmour, aye. Opposed, none. Motion unanimously approved.

**VI. Public Comment**

No public comments were offered from citizens in attendance.

**CONSENT AGENDA**

**VII. Approval of Minutes**

- Kendall County Forest Preserve District Commission meeting of January 19, 2021
- Kendall County Forest Preserve District Finance Committee Meeting of January 28, 2021

**VIII. Approval of Claims in the Amount of \$31,750.97**

**IX. Approval of FY21 Fees and Charges for Use of District Facilities (Special Use Permit Fees; Shelters; Bunkhouses, and Meadowhawk Lodge)**

**X. Approval of a Bill of Transfer of Ownership for the Ellis Lesson Horse "Willie"**

**XI. Approval of the Amended CY2021 Annual Meeting Calendar**

Commissioner Gengler made a motion to approve the Consent Agenda. Seconded by Commissioner Rodriguez.

Motion: Commissioner Gengler					
Second: Commissioner Rodriguez					
<b>Roll call: Consent Agenda Approval of Items VII through XI</b>					
<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>	<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>
X		Cesich	X		Gryder
X		DeBolt	X		Kellogg
X		Flowers	X		Koukol
X		Gengler	X		Rodriguez
X		Gilmour	X		Vickers
Motion unanimously approved.					

Roll call: Commissioners Cesich, DeBolt, Flowers, Gengler, Gryder, Kellogg, Koukol, Rodriguez, Vickers, and Gilmour, aye. Opposed, none. Motion unanimously approved.

**OLD BUSINESS**

No items were presented for consideration.

**NEW BUSINESS**

No items were presented for consideration.

**XII. Executive Session**

None.

**XIII. Public Comments**

No public comments were offered from citizens in attendance.

**XIV. Other Items of Business**

None.

**XV. Adjournment**

Commissioner Rodriguez made a motion to adjourn. Seconded by Commissioner Gryder.

Motion: Commissioner Rodriguez  
 Second: Commissioner Gryder

**Roll call: Adjournment**

<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>	<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>
X		DeBolt	X		Gilmour
X		Cesich	X		Gryder
X		Flowers	X		Kellogg
X		Gengler	X		Koukol
X		Rodriguez	X		Vickers

Motion unanimously approved.

Roll call: Commissioners Cesich, DeBolt, Flowers, Gengler, Gryder, Kellogg, Koukol, Rodriguez, Vickers, and Gilmour, aye. Opposed, none. Motion unanimously approved.

Meeting adjourned at 9:10 am.

Respectfully submitted,

David Guritz  
 Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
FINANCE COMMITTEE MEETING MINUTES  
FEBRUARY 25, 2021**

**I. Call to Order**

Chairman Gengler called the meeting to order at 6:00 pm in the Kendall County Office Building, rooms 209 and 210.

**II. Roll Call**

	DeBolt		Gryder
X	Cesich	X	Kellogg (left meeting at 7:30 pm)
	Flowers		Koukol
X	Gengler		Rodriguez
X	Gilmour	X	Vickers

Commissioners Cesich, Gengler, Gilmour, Kellogg, and Vickers were all present.

Commissioner Kellogg left the meeting at 7:30 pm, and did not return.

**III. Approval of Agenda**

Commissioner Cesich made a motion to approve the meeting agenda as presented. Seconded by Commissioner Kellogg.

Motion: Commissioner Cesich					
Second: Commissioner Kellogg					
<b>Roll call: Approval of Agenda</b>					
Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
		DeBolt			Gryder
X		Cesich	X		Kellogg
		Flowers			Koukol
X		Gengler			Rodriguez
X		Gilmour	X		Vickers

Motion unanimously approved.

Roll call: Commissioners Cesich, Gilmour, Kellogg, Vickers, and Gengler aye. Opposed, none.  
Motion unanimously approved.

**IV. Public Comments**

No public comments were offered from citizens in attendance.

**V. Motion to Forward Claims to Commission for Approval**

Commissioner Cesich made a motion to forward claims to Commission. Seconded by Commissioner Kellogg.

**Motion: Commissioner Cesich**

**Second: Commissioner Kellogg**

**Roll call: Forward Claims to Commission**

<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>	<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>
		DeBolt			Gryder
X		Cesich	X		Kellogg
		Flowers			Koukol
X		Gengler			Rodriguez
X		Gilmour	X		Vickers

**Motion unanimously approved.**

Roll call: Commissioners Cesich, Gilmour, Kellogg, Vickers, and Gengler aye. Opposed, none. Motion unanimously approved.

**VI. Review of Preliminary Financial Statements through January 31, 2020**

Director Guritz presented a report on the preliminary financial statements through January 31, 2021. Director Guritz reported that Latreese Caldwell will be working to update MUNIS with February's amended budget figures.

**VII. Environmental Education Program Financial Report (Natural Beginnings, Afternoon Adventure, Camps)**

Emily Shanahan, Marketing and Environmental Education Manager, and Stefanie Wiencke, Special Projects and Natural Beginnings Program Manager, each presented a year-to-date financial report on the Environmental Education programs.

**VIII. FY21 Increased Insurance Benefits Costs Update and Budget Amendment Discussion**

The Finance Committee discussed the FY21 increased medical insurance benefit costs, including the need for a FY21 budget amendment. Direction was received to monitor costs, and work towards a mid-year budget amendment as needed. The anticipated appropriations shortfall is \$14,562.20.

**IX. NICOR Past Due Account Charges (Blazing Star Bunkhouse) – Contingency Transfer**

Director Guritz presented a the need for a potential contingency transfer for NICOR past due account charges for natural gas services to the Blazing Star Bunkhouse. The District owes \$444.90 for past bills that were sent to the District electronically. District staff did not authorize NICOR to begin sending eBills, but the overdue amount will be paid, which should satisfy the Santanna Energy collection effort.

**X. FY21 District Grounds Staffing – Available Budget and Plan**

Director Guritz presented the FY21 District grounds staffing available budget and plan.

**XI. Pickerill-Pigott Forest Preserve Opening – Preserve Project Punch List**

Director Guritz presented the Pickerill-Pigott preserve opening projects and punch list.

**XII. Kendall County TAP Grant Reimbursement – Route 34 IDOT Trail Project**

Director Guritz presented the Kendall County TAP Grant reimbursement, Route 34 IDOT Trail Project. Director Guritz reported that he anticipates a final invoice will be forthcoming. The KC-TAP grant reimbursement will exceed FY21 incurred costs for the project.

Commissioner Kellogg left the meeting at 7:30 pm and did not return.

**XIII. Other Items of Business**

- A. FY21 Farm License Agreements
- B. Designated Trails License Agreement (Millbrook North) – Discussion of Proposed Fee
- C. Yorkville Athletic Association License Agreement – Hoover Ballfield (Exp. 07/31/21)
- D. Sunrise Center North License Agreement (Exp. 12/31/21)
- E. Waste Management Contract Discussion (Auto Renew Exp. 04/30/21)
- F. ICECF Pollinator Meadows Grant Agreement Addendum
- G. IPMG Insurance Payment – Canoe Launch Area Entrance Vehicular Damages

Commissioner Cesich made a motion to forward the FY21 farm license agreements to Commission for approval. Seconded by Commissioner Gilmour.

Motion: Commissioner Cesich					
Second: Commissioner Gilmour					
<b>Roll call: FY21 Farm License Agreements to Commission</b>					
Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
		DeBolt			Gryder
X		Cesich			Kellogg
		Flowers			Koukol
X		Gengler			Rodriguez
X		Gilmour	X		Vickers
Motion unanimously approved.					

Roll call: Commissioners Cesich, Gilmour, Vickers, and Gengler aye. Opposed, none. Motion unanimously approved.

DRAFT FOR COMMISSION APPROVAL: 03/16/2021

Commissioner Vickers made a motion to forward the designated trails license agreement to the State's Attorney's Office for review, provided that Millbrook Trail Rides first consents to payment of the \$8,500.00 license fee, with further discussion and recommendations presented to the Committee of the Whole. Seconded by Commissioner Cesich.

<b>Motion: Commissioner Vickers</b>					
<b>Second: Commissioner Cesich</b>					
<b>Roll call: Designated Trails License Agreement - Millbrook North Forest Preserve</b>					
<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>	<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>
		DeBolt			Gryder
X		Cesich			Kellogg
		Flowers			Koukol
X		Gengler			Rodriguez
X		Gilmour	X		Vickers
<b>Motion unanimously approved.</b>					

Roll call: Commissioners Cesich, Gilmour, Vickers, and Gengler aye. Opposed, none. Motion unanimously approved.

Commissioner Cesich made a motion to forward the ICECF Pollinator Meadows Grant Agreement Addendum to Commission for approval. Seconded by Commissioner Gilmour.

<b>Motion: Commissioner Cesich</b>					
<b>Second: Commissioner Gilmour</b>					
<b>Roll call: ICECF Grant Addendum to Commission</b>					
<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>	<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>
		DeBolt			Gryder
X		Cesich			Kellogg
		Flowers			Koukol
X		Gengler			Rodriguez
X		Gilmour	X		Vickers
<b>Motion unanimously approved.</b>					

Roll call: Commissioners Cesich, Gilmour, Vickers, and Gengler aye. Opposed, none. Motion unanimously approved.

The Finance Committee discussed the other topics listed under Other Items of Business.

#### **XIV. Public Comments**

No public comments were offered from citizens in attendance.

#### **XV. Executive Session**

None.



**XVI. Adjournment**

Commissioner Cesich made a motion to adjourn. Seconded by Commissioner Gilmour.

Motion: Commissioner Cesich  
Second: Commissioner Gilmour

**Roll call: Adjournment**

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
		DeBolt			Gryder
X		Cesich			Kellogg
		Flowers			Koukol
X		Gengler			Rodriguez
X		Gilmour	X		Vickers

Motion unanimously approved.

Roll call: Commissioners Cesich, Gilmour, Vickers, and Gengler, aye. Opposed, none. Motion unanimously approved. Meeting adjourned at 8:00 pm.

Respectfully submitted,

David Guritz  
Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
COMMISSION MEETING MINUTES**

**MARCH 2, 2021**

**I. Call to Order**

President Gilmour called the meeting to order at 6:00 pm in the Kendall County Office Building - Second Floor Board Rooms 209 and 210.

**II. Pledge of Allegiance**

All present recited the Pledge of Allegiance.

**III. Invocation**

An invocation was offered by Commissioner Gengler.

**IV. Roll Call**

X	Cesich	X	Gryder
X	DeBolt	X	Kellogg
X	Flowers	X	Koukol
X	Gengler	X	Rodriguez
X	Gilmour	X	Vickers

Roll call: Commissioners Cesich, DeBolt, Flowers, Gengler, Gryder, Kellogg, Koukol, Rodriguez, Vickers, and Gilmour were all present.

**V. Approval of Agenda**

Commissioner DeBolt made a motion to approve the Commission meeting agenda as presented. Seconded by Commissioner Rodriguez.

Motion: Commissioner DeBolt

Second: Commissioner Rodriguez

**Roll call: Approval of Agenda**

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		Cesich	X		Gryder
X		DeBolt	X		Kellogg
X		Flowers	X		Koukol
X		Gengler	X		Rodriguez
X		Gilmour	X		Vickers

Motion unanimously approved.

Roll call: Commissioners Cesich, DeBolt, Flowers, Gengler, Gryder, Kellogg, Koukol, Rodriguez, Vickers, and Gilmour, aye. Opposed, none. Motion unanimously approved.

**VI. Public Comment**

No public comments were offered from citizens in attendance.

**VII. 2019-2020 Eagle Scout Project Recognition Awards**

2019-2020 Eagle Scout Project Recognition Certificates were presented to Dylan Middendorf, Payton Furstenau, Alex Kinley, Ryan Clark, and Nathan Wille. Both Nathan Wille and Dylan Middendorf were not able to attend, and will be invited to a future Commission meeting.

All members of the Board of Commissioners commended the Eagle Scouts for their efforts and expressed appreciation on behalf of all preserve users.

**CONSENT AGENDA**

**VIII. Approval of Minutes**

- Kendall County Forest Preserve District Commission meeting of February 2, 2021
- Kendall County Forest Preserve District Operations Committee Meeting of February 3, 2021
- Kendall County Forest Preserve District Committee of the Whole Meeting of February 9, 2021

**IX. Approval of Claims in the Amount of \$20,664.57**

**X. Approval of Farm License Agreement #21-03-001 with Tom Anderson of Somonauk, Illinois for the Lease of 6.25 Acres of District Property at Little Rock Creek Forest Preserve for a Total Amount of \$625.00 for Base Rent**

**XI. Approval of Farm License Agreement #21-03-002 with Albert Collins, Jr. for the Lease of 51.5 Acres of District Property at Henneberry Forest Preserve for a Total Amount of \$7,725.00 Base Rent**

**XII. Approval of Farm License Agreement #21-03-003 with Mark and Tom Mathre for the Lease of 157.31 Acres of District Property at Millbrook North; 188.58 Acres at Millbrook South, and 127.41 Acres at Millington Forest Preserve for a Total Amount of \$79,890.00 for Base Rent, Including a \$0.01 per Bushel Surcharge for Grain Dryer Use, Utility Bill Reimbursement, Plus a Calculated Yield Payment**

**XIII. Approval of Farm License Agreement #21-03-004 with Chris and Maurice Ormiston of Ottawa, Illinois for the Lease of 3.75 Acres of District Property at Henneberry Forest Preserve for a Total Amount of \$375.00 for Base Rent**

**XIV. Approval of an Amendment to the District's ICECF Pollinator Meadows Pilot Project Grant Agreement #8131 with the Illinois Clean Energy Community Foundation to Extend the Foundation's \$1,000.00 First-Year Maintenance Payment to the District Following Submission of the Final Site Design and Payment Request**

Commissioner DeBolt made a motion to approve the Consent Agenda. Seconded by Commissioner Gryder.

Motion: Commissioner DeBolt  
Second: Commissioner Gryder

**Roll call: Consent Agenda Items XIII through XIV**

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		Cesich	X		Gryder
X		DeBolt	X		Kellogg
X		Flowers	X		Koukol
X		Gengler	X		Rodriguez
X		Gilmour	X		Vickers

Motion unanimously approved.

Roll call: Commissioners Cesich, DeBolt, Flowers, Gengler, Gryder, Kellogg, Koukol, Rodriguez, Vickers, and Gilmour, aye. Opposed, none. Motion unanimously approved.

**OLD BUSINESS**

No items were presented for consideration.

**NEW BUSINESS**

No items were presented for consideration.

**XV. Executive Session**

None.

**XVI. Public Comments**

No public comments were offered from citizens in attendance.

**XVII. Other Items of Business**

None.

**XVIII. Adjournment**

Commissioner Rodriguez made a motion to adjourn. Seconded by Commissioner Gryder.

Motion: Commissioner Rodriguez  
Second: Commissioner Gryder

**Roll call: Adjournment**

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		DeBolt	X		Gilmour
X		Cesich	X		Gryder
X		Flowers	X		Kellogg
X		Gengler	X		Koukol
X		Rodriguez	X		Vickers

Motion unanimously approved.

**DRAFT FOR COMMISSION APPROVAL: 03/16/2021**

**Roll call: Commissioners Cesich, DeBolt, Flowers, Gengler, Gryder, Kellogg, Koukol, Rodriguez, Vickers, and Gilmour, aye. Opposed, none. Motion unanimously approved.**

**Meeting adjourned at 6:25 pm.**

**Respectfully submitted,**

**David Guritz  
Director, Kendall County Forest Preserve District**

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
OPERATIONS COMMITTEE MEETING MINUTES  
MARCH 3, 2021**

**I. Call to Order**

Operating Committee Chair Flowers called the meeting to order at 6:00 pm in the Kendall County Office Building Second Floor Board Rooms 209 and 210.

**II. Roll Call**

X	DeBolt	X	Gryder (arrived at 6:43 pm)
	Cesich		Kellogg
X	Flowers (left at 7:10 pm)	X	Koukol
	Gengler	X	Rodriguez
	Gilmour		Vickers

Commissioners DeBolt, Koukol, Rodriguez and Flowers were all present.

Commissioner Gryder entered the meeting at 6:43 pm.

Commissioner Flowers left the meeting at 7:10 pm and did not return.

Vice Chair Rodriguez presided over the meeting following the departure of Commissioner Flowers from the meeting.

**III. Approval of Agenda**

Commissioner Koukol made a motion to approve the meeting agenda as presented. Seconded by Commissioner DeBolt.

<b>Motion: Commissioner Koukol</b>					
<b>Second: Commissioner DeBolt</b>					
<b>Roll call: Approval of Agenda</b>					
<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>	<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>
X		DeBolt			Gryder
		Cesich			Kellogg
X		Flowers	X		Koukol
		Gengler	X		Rodriguez
		Gilmour			Vickers

**Motion unanimously approved.**

Roll call: Commissioners DeBolt, Koukol, Rodriguez, and Flowers aye. Opposed, none. Motion unanimously approved.

**IV. Public Comments**

Dan Koukol offered public comments on the quality of the 2019-2020 Eagle Scouts Projects presented at the Kendall County Forest Preserve District Commission meeting on March 2, 2021, thanking District staff for their roles played in project coordination.

**V. Review and Approval of Special Use Permits**

- a) The Conservation Foundation – Earth Day Fundraising Event – 04/12/21
- b) Kendall County Horse Show Association – Horse Shows 06/27/21; 07/18/21; 08/08/21
- c) University of Illinois Cooperative Extension – 4H Gaming Horse Show 07/07/21 (Rain date 07/08/21)
- d) University of Illinois Cooperative Extension – 4H English and Western Show 07/10/21 (Rain date 07/11/21)

Commissioner DeBolt made a motion to approve Special Use Permits a through d as presented. Seconded by Commissioner Rodriguez.

Motion: Commissioner DeBolt  
 Second: Commissioner Rodriguez

**Roll call: Special Use Permits**

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		DeBolt			Gryder
		Cesich			Kellogg
X		Flowers	X		Koukol
		Gengler	X		Rodriguez
		Gilmour			Vickers

Motion unanimously approved.

Roll call: Commissioners DeBolt, Koukol, Rodriguez, and Flowers aye. Opposed, none. Motion unanimously approved.

**VI. Review March 1, 2021 Financial Statements**

Director Guritz presented financial statements through March 1, 2021. Director Guritz provided insights into program performance areas meeting or exceeding budget projections, and noted that the February 28, 2021 financial statement’s budgeted amounts do not reflect the District’s most recent FY21 budget amendment.

**VII. 20-21 Bowhunt Season Report and 21-22 Bowhunt Season Recommendations**

Antoinette White, Communications and Natural Resources Project Coordinator, presented a report and summary on the District’s 20-21 bow hunt season.

### **VIII. Natural Resource Project Updates**

Antoinette White, Communications and Natural Resources Project Coordinator, presented a report and summary on the District's natural resource management projects.

### **IX. Towing Contract Discussion**

The Operations Committee discussed the District's current towing contract with Green Machine towing.

Commissioner DeBolt recommended contacting Kendall Towing, and reviewed the other active towing relocation service providers.

Direction was received to reach out to local area service providers for further discussion at the April 2021 Operations Committee meeting.

Commissioner Gryder entered the meeting at 6:43 pm.

### **X. FY21 District Grounds Staffing Available Budget and Plan**

Director Guritz presented a FY21 District Grounds Staffing available budget and scheduling plan based on staffing limitations. Preserves other than Harris, Hoover, and Pickerill-Pigott will remain open Mondays through Thursdays during the week, and closed on Fridays through the weekend.

### **XI. Pickerill-Pigott Forest Preserve – Estate House Operations Revenue Projection**

Director Guritz presented Pickerill-Pigott Forest Preserve estate house revenue projections for operations if the estate house is improved either with District LTGO bond funds or PARC grant award.

### **XII. Ellis House and Tent Pad Event and Charges – Market Study Report and Recommendations**

Director Guritz presented a market study and recommendations on the Ellis House and Tent Pad venue. Direction was received to maintain current pricing.

### **XIII. KCFPD Employee Handbook Review**

#### **a) Section 2.2 J. – Nepotism Policy Follow-Up Discussion**

#### **b) Chapters III and IV Review**

Due to time constraints, review of Chapters III and IV were postponed.

Commissioner Flowers left the meeting at 7:10 pm.

### **XIV. Public Comments**

No public comments were offered from citizens in attendance.



**XV. Other Items of Business**

**C. District Staffing Report (Jorie Fenske Promotion; Grounds Maintenance Openings)**

**D. Environmental Education YTD Enrollment Reports**

**E. District Trash and Recycling Bidding**

**F. FLSA Exempt Status –Communications and Natural Resources Project Coordinator**

Commissioner Koukol made a motion to forward the final draft of the Communications and Natural Resources Project Coordinator position description to the State’s Attorneys Office for review to on opinion on changing the position’s FLSA exemption status. Seconded by Commissioner DeBolt.

Motion: Commissioner Koukol  
 Second: Commissioner DeBolt  
 Roll call: Position Description Review to SAO – Communications and Natural Resources Project Coordinator FLSA Exempt Status

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		DeBolt	X		Gryder
		Cesich			Kellogg
		Flowers	X		Koukol
		Gengler	X		Rodriguez
		Gilmour			Vickers

Motion unanimously approved.

Roll call: Commissioners DeBolt, Gryder, Koukol, and Rodriguez, aye. Opposed, none. Motion unanimously approved.

**XVI. Executive Session**

None.

**XVII. Adjournment**

Commissioner Gryder made a motion to adjourn. Seconded by Commissioner DeBolt.

Motion: Commissioner Gryder  
 Second: Commissioner DeBolt  
 Roll call: Adjournment

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
		Cesich	X		Gryder
X		DeBolt			Kellogg
		Flowers	X		Koukol
		Gengler	X		Rodriguez
		Gilmour			Vickers

Motion unanimously approved.

**DRAFT FOR COMMISSION APPROVAL: 03/16/2021**

**Roll call: Commissioners DeBolt, Gryder, Koukol, and Rodriguez, aye. Opposed, none. Motion unanimously approved. Meeting adjourned at 7:33 pm.**

**Respectfully submitted,**

**David Guritz  
Director, Kendall County Forest Preserve District**

# Claims Listing

3/10/2021 4:09:53 PM

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice Amount
Ellis Barn	541	FIRST NATIONAL BANK OF OMAHA	Statement 030221	FNBO Statement 030221	19001161 62270	Utilities	\$101.94
						<b>Sub-Total</b>	<b>\$101.94</b>
	1060	JOHN DEERE FINANCIAL	Statement 030121	Statement Feb 2, 2021 - Mar 1, 2021	19001161 68580	Grounds and Maintenance	\$97.94
						<b>Sub-Total</b>	<b>\$97.94</b>
						<b>Total</b>	<b>\$199.88</b>
Ellis Grounds	1060	JOHN DEERE FINANCIAL	Statement 030121	Statement Feb 2, 2021 - Mar 1, 2021	19001162 68580	Grounds and Maintenance	\$65.76
	901330	MENARDS - YORKVILLE	81898	Charge Sale 042520	19001162 68580	Grounds and Maintenance	\$34.77
						<b>Sub-Total</b>	<b>\$100.53</b>
						<b>Total</b>	<b>\$100.53</b>
Ellis House	541	FIRST NATIONAL BANK OF OMAHA	M Vick - March 2021	Ellis Supplies	19001160 62000	Office Supplies	\$12.74
						<b>Sub-Total</b>	<b>\$12.74</b>
	541	FIRST NATIONAL BANK OF OMAHA	Statement 030221	FNBO Statement 030221	19001160 62270	Utilities	\$101.94
						<b>Sub-Total</b>	<b>\$101.94</b>

**Ellis House**

124	BARRETT'S ECOWATER	EL-3/2021	Ellis - Water	19001160 68580	Grounds and Maintenance	\$25.00	
1323	MENARDS	8443	Ellis - Supplies	19001160 68580	Grounds and Maintenance	\$111.62	
1323	MENARDS	8641	Ellis Supplies	19001160 68580	Grounds and Maintenance	\$91.34	
1323	MENARDS	8901	Ellis Supplies	19001160 68580	Grounds and Maintenance	\$92.36	
901330	MENARDS - YORKVILLE	85651	Charge Sale 060520	19001160 68580	Grounds and Maintenance	\$50.95	
						<b>Sub-Total</b>	<b>\$371.27</b>
						<b>Total</b>	<b>\$485.95</b>

**Ellis Riding Lessons**

541	FIRST NATIONAL BANK OF OMAHA	M Vrick - March 2021	Ellis Supplies	19001164 63000	Animal Care & Supplies	\$195.24	
541	FIRST NATIONAL BANK OF OMAHA	Statement 030221	FNBO Statement 030221	19001164 63000	Animal Care & Supplies	\$280.33	
						<b>Sub-Total</b>	<b>\$475.57</b>
						<b>Total</b>	<b>\$475.57</b>

**Ellis Weddings**

541	FIRST NATIONAL BANK OF OMAHA	Statement 030221	FNBO Statement 030221	19001168 63070	Refuse Pickup	\$126.10	
						<b>Sub-Total</b>	<b>\$126.10</b>
						<b>Total</b>	<b>\$126.10</b>

**Environmental Educ.  
Natr'l Beg.**

541 FIRST NATIONAL BANK OF OMAHA Statement SW 030221 SWiencke Statement 030221 19001178 63030 Program Supplies \$56.25

**Sub-Total \$56.25**

**Environmental Educ.  
Natr'l Beg.**

**Total \$56.25**

**Forest Preserve  
Director**

51 SYNCB/AMAZON 1P1N-6YF1-R6HF Certificates - Scout Projects 190011 62000 Office Supplies \$29.55

541 FIRST NATIONAL BANK OF OMAHA Statement 030221 FNBO Statement 030221 190011 62000 Office Supplies \$35.35

**Sub-Total \$64.90**

541 FIRST NATIONAL BANK OF OMAHA Statement 030221 FNBO Statement 030221 190011 62150 Contractual Services \$59.00

**Sub-Total \$59.00**

1323 MENARDS 8442 Ellis - Dryer 190711 62160 Equipment \$520.00

**Sub-Total \$520.00**

2047 COMED 0927007163-3/21 Richard Young 190011 63510 Electric \$24.30

2047 COMED 1123166102-3/21 Jay Woods 190011 63510 Electric \$24.30

2047 COMED 551471005-3/21 Harris Arena 190011 63510 Electric \$27.34

2047 COMED 5514711002-3/21 Harris 190011 63510 Electric \$99.01

**Sub-Total \$174.95**

**Forest Preserve  
Director**

976	ILLINOIS DEPARTMENT OF TRANSPORTATION	123702	IL 47 & US 34	190711 66500	Miscellaneous Expense	\$1,393.49
2971	UNIVERSITY OF ILLINOIS	002-000-87897	Millbrook Bridge	190711 66500	Miscellaneous Expense	\$1,994.00
					<b>Sub-Total</b>	<b>\$3,387.49</b>
1007	ILLINOIS COUNTIES RISK MANAGEMENT TRUST	April 1 2021	Insurance - Due April 1 2021	190011 68000	Liability Insurance Premiums	\$7,424.00
					<b>Sub-Total</b>	<b>\$7,424.00</b>
1665	SHAW MEDIA	1855648	Website Hosting	190011 68430	Marketing / Publicity	\$59.99
					<b>Sub-Total</b>	<b>\$59.99</b>
199	BUSTED KNUCKLES LANDSCAPING	3086	Pickerrill - Clearing	190511 70050	Contractual Services	\$4,600.00
1477	O'MALLEY WELDING & FABRICATING INC	19723	Pickerrill - Gate	190511 70050	Contractual Services	\$4,300.00
					<b>Sub-Total</b>	<b>\$8,900.00</b>
				<b>Forest Preserve Director</b>	<b>Total</b>	<b>\$20,590.33</b>

**Grounds and Natural  
Resources**

90	ATLAS BOBCAT	BW2421	Equipment Repair	19001183 62160	Equipment	\$325.39
413	DEKANE EQUIPMENT CORP	IA75934	Hoover - Mower Repair - Supplies	19001183 62160	Equipment	\$358.33
506	ELBURN NAPA, INC	444-276686	Harris Supplies	19001183 62160	Equipment	\$58.44
					<b>Sub-Total</b>	<b>\$742.16</b>

Grounds and Natural Resources

1153	KENDALL CO HIGHWAY DEPT	Gas-Fuel 2/2021	Gas-Diesel - February 2021	19001183 62180	Gasoline / Fuel / Oil	\$700.34	
						<b>Sub-Total</b>	<b>\$700.34</b>
541	FIRST NATIONAL BANK OF OMAHA	Statement 030221	FNBO Statement 030221	19001183 63070	Refuse Pickup	\$108.24	
541	FIRST NATIONAL BANK OF OMAHA	Statement 030221	FNBO Statement 030221	19001183 63070	Refuse Pickup	\$205.70	
1655	SERVICE SANITATION, INC	Statement 030521	Statement Date 030521	19001183 63070	Refuse Pickup	\$204.00	
						<b>Sub-Total</b>	<b>\$517.94</b>
506	ELBURN NAPA, INC.	444-276686	Harris Supplies	19001183 63110	Shop Supplies	\$38.12	
						<b>Sub-Total</b>	<b>\$38.12</b>
1849	VERIZON	9873687358	Cell Phones	19001183 63540	Telephones	\$848.35	
2225	AIR WANS WIRELESS BROADBAND	166151	Business Internet Service	19001183 63540	Telephones	\$69.00	
						<b>Sub-Total</b>	<b>\$917.35</b>
						<b>Total</b>	<b>\$2,915.91</b>
						<b>Grounds and Natural Resources</b>	
1937	WIRE WIZARD OF ILLINOIS INC	355455	Meadowhawk - Alarm Monitoring	19001171 62270	Utilities	\$180.00	
1937	WIRE WIZARD OF ILLINOIS INC	355456	Hoover - Alarm Monitoring	19001171 62270	Utilities	\$105.00	
						<b>Sub-Total</b>	<b>\$285.00</b>

Hoover

**Hoover**

3077	BATAVIA MOOSE LODGE 682	20-00138	Firewood - Refund	19001171 63040	Security Deposit Refund	\$25.00
					<b>Sub-Total</b>	<b>\$25.00</b>
900345	COMED	0756081017	11285D Fox RD Yorkvill	19001171 63100	Electric	\$576.44
900345	COMED	0793673015	11285A Fox RD Yorkville	19001171 63100	Electric	\$1,482.86
900345	COMED	1938021081	11285 Park Ranger	19001171 63100	Electric	\$126.24
					<b>Sub-Total</b>	<b>\$2,185.54</b>
1323	MENARDS	8634	Hoover Building Supplies	19001171 63120	Building Maintenance	\$143.58
1323	MENARDS	8743	Hoover Building Supplies	19001171 63120	Building Maintenance	\$7.00
					<b>Sub-Total</b>	<b>\$150.58</b>
				<b>Hoover</b>	<b>Total</b>	<b>\$2,646.12</b>

**Pickerill - Pigott**

900345	COMED	5514228011	6350 Minkler Rd	19001184 63100	Electric	\$417.77
					<b>Sub-Total</b>	<b>\$417.77</b>
				<b>Pickerill - Pigott</b>	<b>Total</b>	<b>\$417.77</b>
					<b>Grand Total</b>	<b>\$28,014.41</b>



**To: Kendall County Forest Preserve District Board of Commissioners**

**From: David Guritz, Executive Director**

**RE: March 16, 2021 Agenda Items Summary**

**Date: March 16, 2021**

#### **Fox River Bluffs Public Access - RTP Grant Agreement**

The District has received the IDNR-Regional Trails Program grant agreement #RTP 19-155 for approval. The total cost for the proposed public access improvements at Fox River Bluffs Forest Preserve is \$221,474.00 (\$44,374 or 20% project match) for the entry drive (gravel) 25-car parking lot with 2-ADA access stalls, and 8 foot by 4,842 LF trail loop and 715 LF trail spur (gravel screenings).

Following approval of the grant agreement, a proposal from Upland Design will be presented for consideration to complete project planning, bid specifications and construction project oversight.

#### **Wight & Company Proposal – Subat Forest Preserve Master Planning and Nature Center Design**

The District's endowment fund balance as of 01/31/21 is \$886,735.00. The Wight & Company proposal will complete planning, design and construction estimation services for preserve improvements including costs for construction of the John and Mary Subat Nature Center. Total cost for the Wight & Company proposal is \$24,500.00 plus reimbursable expenses (not-to-exceed \$500). Total FY21 appropriations for Fund 1904 is \$40,000.00.

#### **Newmark Valuation and Advisory Appraisal**

The District has received an appraisal proposal from Newmark Valuation and Advisory required for completion as part of the Illinois Clean Energy Community Foundation grant agreement for the Reservation Woods Land Acquisition Project.

The District sent out questionnaires to all parcel owners of record owning adjacent property located between the District's and The Conservation Foundation's owned Reservation Woods parcels and Henneberry Forest Preserve to determine interest in selling all or a portion of their parcel to the District.

One questionnaire was returned, and the District has confirmed interest in moving forward with the sale or possible donation of a small 0.5 +/- acre parcel.

The appraisal will also include the two 5.0 +/- acres parcels to be purchased from The Conservation Foundation.

#### **O'Malley's Welding and Fabrication**

The District has received a proposal from O'Malley's Welding and Fabrication to complete safety fencing improvements at the Millbrook Bridge abutment in the District's Shuh-Shuh-Gah Canoe Launch Area. Once completed the preserve will be re-opened to the public. Cost for the fencing improvement needed to address public safety is \$3,150.00.

**GRANT AGREEMENT**



**BETWEEN  
THE STATE OF ILLINOIS, DEPARTMENT OF NATURAL RESOURCES  
AND  
KENDALL COUNTY FOREST PRESERVE DISTRICT**

The Illinois Department of Natural Resources (Grantor), with its principal office at One Natural Resources Way, Springfield, IL 62702-1271  
and Kendall County Forest Preserve District (Grantee), with its principal office at 110 W. Madison Street, Yorkville, IL 60560-1465  
and payment address (if different than principal office) at \_\_\_\_\_  
hereby enter into this Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

**PART ONE – THE UNIFORM TERMS  
RECITALS**

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the state of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

**ARTICLE I  
AWARD AND GRANTEE SPECIFIC INFORMATION AND CERTIFICATION**

1.1 DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 079859610 is Grantee's correct DUNS number, that 366006598

is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

- |  |   |
|--|---|
| <input type="checkbox"/> Individual                            | <input type="checkbox"/> Pharmacy-Non Corporate   |
| <input type="checkbox"/> Sole Proprietorship                   | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp.                             |
| <input type="checkbox"/> Partnership                           | <input type="checkbox"/> Tax Exempt   |
| <input type="checkbox"/> Corporation (includes Not For Profit) | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Medical Corporation                   | <input type="checkbox"/> P = partnership  |
| <input checked="" type="checkbox"/> Governmental Unit          | <input type="checkbox"/> C = corporation  |
| <input type="checkbox"/> Estate or Trust                       |   |

If Grantee has not received a payment from the state of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

1.2 Amount of Agreement. Grant Funds (check one)  shall not exceed  are estimated to be \$177,100 of which \$177,100 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this agreement.



**ARTICLE II  
REQUIRED REPRESENTATIONS**

**2.1 Standing and Authority.** Grantee warrants that:

(a) Grantee is duly validly existing and in good standing, under the laws of the state in which it was incorporated or organized.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is organized under the laws of another jurisdiction, Grantee warrants that it is also duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

**2.2 Compliance with Internal Revenue Code.** Grantee certifies that it does and will comply with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Revenue Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

**2.3 Compliance with Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

**2.4 Compliance with Uniform Grant Rules (2 CFR Part 200).** Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.30(b)(1)(A).

**2.5 Compliance with Registration Requirements.** Grantee and its sub-grantees shall: (i) be registered with the federal SAM if seeking an Award that is partially or fully paid by Federal funds, and registered with the State equivalent of SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; and (iii) have a valid DUNS number. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

**ARTICLE III  
DEFINITIONS**

3.1 **Definitions.** Capitalized words and phrases used in this Agreement have the following meanings:

"2 CFR Part 200" means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

"Agreement" or "Grant Agreement" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Allocable Costs" means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Award" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Budget" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"CFDA" or "Catalog of Federal Domestic Assistance" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Close-out Report" means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Consolidated Financial Report" means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

"Cost Allocation Plan" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"CSFA" or "Catalog of State Financial Assistance" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Disallowed Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"DUNS Number" means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee's organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the state of Illinois.

"FAIN" means the Federal Award Identification Number.

"FFATA" or "Federal Funding Accountability and Transparency Act" has the same meaning as in 31 USC 6101; P.L. 110-252.

"Financial Assistance" has the same meaning as in 44 Ill. Admin. Code Part 7000.

**"Fixed-Rate"** has the same meaning as in 44 Ill. Admin. Code 7000.20. "Fixed-Rate" is in contrast to **fee-for-service**, 44 Ill. Admin. Code Part 7000.

**"GAAP"** or **"Generally Accepted Accounting Principles"** has the same meaning as in 44 Ill. Admin. Code 7000.

**"Grant Funds"** has the same meaning as in 30 ILCS 705.

**"Grantee Portal"** has the same meaning as in 44 Ill. Admin. Code Part 7000.

**"Indirect Costs"** has the same meaning as in 44 Ill. Admin. Code Part 7000.

**"Indirect Cost Rate"** means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

**"Indirect Cost Rate Proposal"** has the same meaning as in 44 Ill. Admin. Code Part 7000.

**"Net Revenue"** means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Net Revenue" is synonymous with "Profit."

**"Nonprofit Organization"** has the same meaning as in 44 Ill. Admin. Code Part 7000.

**"Notice of Award"** has the same meaning as in 44 Ill. Admin. Code Part 7000.

**"OMB"** has the same meaning as in 44 Ill. Admin. Code Part 7000.

**"Prior Approval"** has the same meaning as in 44 Ill. Admin. Code Part 7000.

**"Profit"** means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with "Net Revenue."

**"Program"** means the services to be provided pursuant to this Agreement.

**"Program Costs"** means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

**"Program Income"** has the same meaning as in 44 Ill. Admin. Code Part 7000.

**"Related Parties"** has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

**"SAM"** means the federal System for Award Management (SAM); which is the federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

**"State"** means the state of Illinois.

**"Term"** has the meaning set forth in Paragraph 1.4.

**ARTICLE IV  
PAYMENT**

**4.1 Availability of Appropriation: Sufficiency of Funds.** This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

**4.2 Return of Grant Funds.** Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; 44 ILL Admin Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

**4.3 Cash Management Improvement Act of 1990.** Unless notified otherwise in **PART TWO** or **PART THREE**, federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable Federal laws or regulations.

**4.4 Payments to Third Parties.** Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

**4.5 Modifications to Estimated Amount.** If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

**4.6 Interest.**

(a) All interest earned on Grant Funds held by a Grantee shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8).

4.7 **Timely Billing Required.** Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART TWO** or **PART THREE** or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.8 **Certification.** Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or sub-grantee) must contain the following certification by an official authorized to legally bind the Grantee(or sub-grantee):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the state or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any further expenditure described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

**ARTICLE V  
SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT**

5.1 **Scope of Grant Activities/Purpose of Grant.** Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of Award is incorporated herein as an attachment. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2 **Scope Revisions.** Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. See 2 CFR 200.308.

5.3 **Specific Conditions.** If applicable, specific conditions required after a risk assessment will be included in **Exhibit G**. Grantee shall adhere to the specific conditions listed therein.



**ARTICLE VI  
BUDGET**

6.1. **Budget.** The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-federal as well as the federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. **Budget Revisions.** Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

6.3. **Discretionary Line Item Transfers.** Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. **Non-discretionary Line Item Transfers.** Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. **Notification.** Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

**ARTICLE VII  
ALLOWABLE COSTS**

7.1. **Allowability of Costs: Cost Allocation Methods.** The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

7.2. **Indirect Cost Rate Submission.**

(a) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(d)

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations, in a format prescribed by Grantor. For Grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For Grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

- (i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments,
- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

7.3 **Transfer of Costs.** Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.

7.4. **Higher Education Cost Principles.** The federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5 **Nonprofit Organizations Cost Principles.** The federal cost principles that apply to Nonprofit Organizations that are not institutions of higher education are set forth in 2 CFR Part 200 Subpart E, unless exempt under 2 CFR 200 Appendix VIII.

7.6. **Government Cost Principles.** The federal cost principles that apply to state, local and federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.7. **Commercial Organization Cost Principles.** The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.8 **Financial Management Standards.** The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILSCS 708/520, Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. See 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.7).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in PART TWO, PART THREE or Exhibit G of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) **Formal agreements with independent contractors**, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) **If third party in-kind (non-cash) contributions are used for Grant purposes**, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control**. Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303

(d) **Budget Control**. Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

(e) **Cash Management**. Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.9 **Federal Requirements**. All Awards, whether funded in whole or in part with either federal or State funds, are subject to federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.8.

7.10 **Profits**. It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.11 **Management of Program Income**. Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

## ARTICLE VIII REQUIRED CERTIFICATIONS

8.1 **Certifications**. Grantee, its officers, and directors shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery**. Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging**. Grantee certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State**. Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.* or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(i) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC §1251 *et seq.*).

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (45 CFR Part 76), or by the State (*See* 30 ILCS 708/25(6)(G)).

(l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(n) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5 and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **Forced Labor Act.** Grantee certifies that 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 State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

#### ARTICLE IX CRIMINAL DISCLOSURE

9.1. **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Grant Funds, funded by either State or federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix II of 2 CFR Part 200, and 30 ILCS 708/40.

#### ARTICLE X UNLAWFUL DISCRIMINATION

10.1. **Compliance with Nondiscrimination Laws.** Grantee, its employees and subcontractors under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of state and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

**ARTICLE XI  
LOBBYING**

**11.1 Improper Influence.** Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

**11.2 Federal Form LLL.** If any funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

**11.3 Lobbying Costs.** Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

**11.4 Procurement Lobbying.** Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

**11.5 Subawards.** Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6 **Certification.** This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

## ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1 **Records Retention.** Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333, or 44 Ill. Admin. Code 7000.430(a) and (b). If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2 **Accessibility of Records.** Grantee, in compliance with 2 CFR 200.336, and 44 Ill. Admin. Code 7000.430(e), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the state of Illinois or by federal statute. Grantee shall cooperate fully in any such audit.

12.3 **Failure to Maintain Books and Records.** Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, 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 documentation are not available to support disbursement.

12.4 **Monitoring and Access to Information.** Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

## ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

13.1 **Required Periodic Financial Reports.** Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be set forth in **Exhibit G**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 207(b)(3) and 200.327. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO OR PART THREE**.

**13.2 Close-out Reports.**

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343, 44 Ill. Admin. Code 7000.440(a)

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

**13.3 Consolidated Year-End Financial Reports.**

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by PART TWO or PART THREE.

(b) Grantees shall submit Consolidated Year-End Financial Reports, according to the required audit (see ARTICLE XV), namely:

(i) For Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the Grantee's fiscal year ending on or after June 30, or (b) 30 calendar days following completion of the audit; or

(ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the Grantee's fiscal year ending on or after June 30.

These deadlines may be extended at the discretion of the Grantor, but only for rare and unusual circumstances such as a natural disaster.

(c) The Consolidated Year-End Financial Reports must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Consolidated Year-End Financial Reports must cover the same period as the Grantee's tax return.

(d) Consolidated Year-End Financial Reports must include an In relation to opinion from the report issuer on the Cost and Revenue schedules included in the Consolidated Year-End Financial Reports.

**13.4 Effect of Failure to Comply.** Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply.

**ARTICLE XIV  
PERFORMANCE REPORTING REQUIREMENTS**

**14.1 Required Periodic Performance Reports.** Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit E must be reported quarterly, unless otherwise specified in PART TWO or PART THREE. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.207, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit based review of the application. In such cases, Grantor shall notify Grantee of same in Exhibit G. Pursuant to 2 CFR 200.328, and 44 Ill. Admin. Code 7000.430(a), periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the



report. For certain construction-related Awards, such reports may be exempted as Identified in **PART TWO** or **PART THREE**. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2 **Close-out Performance Reports.** Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343, 44 Ill. Admin. Code 7000.440(b)(1).

14.3 **Content of Performance Reports.** Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

14.4 **Performance Standards.** Grantee shall perform in accordance with the Performance Standards set forth in **Exhibit F**. See 2 CFR 200.301 and 200.210.

#### **ARTICLE XV AUDIT REQUIREMENTS**

15.1 **Audits.** Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c), 44 Ill. Admin. Code 7000.90.

15.2 **Entities That Are Not "For-Profit".**

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) **Single and Program-Specific Audits.** If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit). 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters, AU-C 265 communications and the consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more in Federal and state Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO**, **PART THREE** or **Exhibit G** based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in Federal and state Awards, singularly or in any combination, from all sources, but expends in excess of \$300,000 or more in Federal and state Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee shall have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of Federal and state Awards.

(iv) If Grantee does not meet the requirements in subsections 15.2(b) and 15.2(c)(I-III) but is required to have a financial statement audit conducted base on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 6 months after the end of the Grantee's audit period.

### 15.3 "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards), from all sources, Grantee is required to have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit Federal programs with Federal Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total Federal Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards and state Awards singularly or in any combination, from all sources, Grantee must follow all of the audit requirements in Paragraphs 15.2(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but is required to submit its annual audit conducted in accordance with its regulatory requirements.

15.4 Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by a Certified Public Accountant or Certified Public Accounting Firm licensed in the state of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents

15.5 Delinquent Reports. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

## ARTICLE XVI TERMINATION; SUSPENSION

### 16.1 Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

- (I) Pursuant to a funding failure under Paragraph 4.1;
- (II) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;
- (III) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or
- (IV) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2 Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3 Non-compliance. If Grantee fails to comply with applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80, 7000.260.

16.4 Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341; 44 Ill. Admin. Code 7000.80, 7000.260.

16.5 Effects of Suspension and Termination.

- (a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.
  - (b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.
  - (c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:
    - (i) Grantor expressly authorizes them in the notice of suspension or termination;
- and
- (ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or

termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.6 **Close-out of Terminated Agreements.** If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

## **ARTICLE XVII SUBCONTRACTS/SUB-GRANTS**

17.1 **Sub-recipients/Delegation.** Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2 **Application of Terms.** Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. In all agreements between Grantee and its sub-grantees, Grantee shall insert term(s) that requires that all sub-grantees adhere to the terms of this Agreement.

17.3 **Liability as Guaranty.** Grantee shall be liable as guarantor for any Grant Funds it obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.01 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds.

## **ARTICLE XVIII NOTICE OF CHANGE**

18.1 **Notice of Change.** Grantee shall notify the Grantor if there is a change in Grantee's legal status, federal employer identification number (FEIN), DUNS number, SAM registration or the state equivalent registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2 **Failure to Provide Notification.** Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3 **Notice of Impact.** Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4 **Circumstances Affecting Performance: Notice.** In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5 **Effect of Failure to Provide Notice.** Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

### **ARTICLE XIX REORGANIZATION AND BOARD MEMBERSHIP**

19.1 Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure or management makeup (for example, a merger or a corporate restructuring), and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This 0 does not require Grantee to report on minor changes in the makeup of its board membership. Nevertheless, PART TWO or PART THREE may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

### **ARTICLE XX AGREEMENTS WITH OTHER STATE AGENCIES**

20.1 Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

### **ARTICLE XXI CONFLICT OF INTEREST**

21.1 Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 44 Ill. Admin. Code 7000.40(b)(3).

21.2 Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person (1) currently holding an elective office in this state including, but not limited to, a seat in the General Assembly, or (2) employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13).

21.3 Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

### **ARTICLE XXII EQUIPMENT OR PROPERTY**

22.1 Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439. Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2 Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

**22.3 Equipment and Procurement.** Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by both the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable federal and state statutes and executive orders.

**22.4 Equipment Instructions.** Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, are no longer needed for their original purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason including without limitation if Grantor terminates the Award or grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

**ARTICLE XXIII  
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

**23.1 Publications, Announcements, etc.** Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such

**23.2 Prior Notification/Release of Information.** Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

**ARTICLE XXIV  
INSURANCE**

**24.1 Purchase and Maintenance of Insurance.** Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in PART TWO or PART THREE.

**24.2 Claims.** If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

**ARTICLE XXV  
LAWSUITS AND INDEMNIFICATION**

**25.1 Independent Contractor.** Grantee is an independent contractor under this Agreement and neither Grantee nor any employee or agent of Grantee is an employee of Grantor and do not acquire any employment rights with Grantor or the state of Illinois by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or state of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2 **Indemnification.** To the extent permitted by law, Grantee agrees to hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor will be governed by the State Employee Indemnification Act (5 ILCS 350/1 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

#### ARTICLE XXVI MISCELLANEOUS

26.1 **Gift Ban.** Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2 **Access to Internet.** Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3 **Exhibits and Attachments.** **Exhibits A through G, PART TWO, PART THREE,** if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4 **Assignment Prohibited.** Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5 **Amendments.** This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6 **Severability.** If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7 **No Waiver.** No failure of Grantor to assert any right or remedy hereunder will act as a waiver of its right to assert such right or remedy at a later time or constitute a course of business upon which Grantee may rely for the purpose of denial of such a right or remedy to Grantor.

26.8 **Applicable Law; Claims.** This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the state of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

26.9 **Compliance with Law.** This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

- 26.10 **Compliance with Confidentiality Laws.** If applicable, Grantee shall comply with applicable state and federal statutes, federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.
- 26.11 **Compliance with Freedom of Information Act.** Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).
- 26.12 **Precedence.** In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.
- 26.13 **Illinois Grant Funds Recovery Act.** In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.
- 26.14 **Headings.** Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.
- 26.15 **Entire Agreement.** Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.
- 26.16 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in Portable Document Format (PDF) document shall be deemed original for all purposes.
- 26.17 **Attorney Fees and Costs.** If Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.
- 26.18 **Continuing Responsibilities.** The termination or expiration of this Agreement does not affect: (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final indirect cost rate adjustments and those funds obligated pursuant to **Error! Reference source not found.**; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in **Error! Reference source not found.**; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and **Error! Reference source not found.**; or (f) records related requirements pursuant to 0. 44 Ill. Admin. Code 7000.450.

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**EXHIBIT A****PROJECT DESCRIPTION****FOX RIVER BLUFFS FOREST PRESERVE – HORSE AND HIKE**

The purpose of this Agreement is to enable IDNR to provide financial assistance to the Grantee for the acquisition, development and rehabilitation of lands for public outdoor recreational purposes.

This grant is funded through the Federal Recreational Trails Program (RTP). It is funded up to 80%

This project will provide initial development of a multi-use 1.05 mile trail-loop and spur with a crushed limestone surface at Fox River Bluffs Forest Preserve (FRB) near Yorkville, IL. The proposed trail aligns with CMAP and local long-term planning goals of establishing the Fox River Regional Trail System in Kendall County, the Chicago Wilderness Oak Ecosystem Recovery Plan, and the public access and restoration plan for Fox River Bluffs Forest Preserve. Completion of the trail and complementary plan for restoration will provide the infrastructure needed to provide public access, establish the preserve's core prairie burn unit, and enable grounds maintenance and contractor access to begin restoration work within the preserve's bluff and ravine high-quality oak woodlands.

**EXHIBIT B**

**DELIVERABLES OR MILESTONES**

This grant is funded through the Federal Highway Administration's (FHWA) Recreational Trails Program (RTP). It is funded 80% through RTP and 20% by the project sponsor (Grantee).

The Implementation and Billing Requirement Packet is incorporated into this Exhibit B as a separate attachment (labeled Exhibit B1).

Project billings shall be submitted to IDNR every 9 months at a minimum.

Deliverables/Milestones will be the completed project components as presented in the original application (attachment labeled Exhibit B2\*) or an approved project scope change. They will be reported on the Project Performance Report that is provided in the Implementation and Billing Requirement Packet (example shown below)

**PROJECT PERFORMANCE REPORT**

(CONCISE / QUANTIFIED DESCRIPTION OF COMPLETED PROJECT COMPONENTS)

(GENERAL COST BREAKDOWN OF COMPLETED MAJOR PROJECT COMPONENTS)

Approved Project Component	Quantity	Budgeted Cost	Actual Cost
<b>TOTAL:</b>			

\*Exhibit B2 also includes the approved project budget

If the approved RTP project includes the use of Force Account labor, the Grantee shall ensure that any audits required will include an internal control evaluation and opinion on the grantee's time and attendance allocation system. In addition, if the grantee uses materials purchased by means of a Central Procurement System and allocates a portion of those materials to the project (Force Account material claim), the audit must include testing and reporting on the allocation system used for tracking material use.

If the grantee receives less than \$300,000 in grant funds or charges the grant less than \$25,000 for Force Account labor and/or non-bid labor/material purchase costs, the grantee will provide the IDNR with copies of any audits that report findings involving the RTP grant project.

**EXHIBIT C****PAYMENT**

Grantee shall receive up to \$177,100 under this Agreement.

Enter specific terms of payment here:

1. This grant is funded through the Federal Highway Administration's (FHWA) Recreational Trails Program (RTP). It is funded 80% through RTP and 20% by the project sponsor (Grantee).
2. Project billings shall be submitted to IDNR every 9 months at a minimum. Each billing is paid at 80% of its value with the remaining 20% being paid by the Grantee as the required match. Forms and instructions presented in Exhibit B Implementation and Billing Requirements must be used.
3. Maximum grant amount will not exceed the amount listed above and only 80% of actual expenditures up to the maximum grant amount will be paid with this grant.
4. During times when the General Assembly appropriates funds allowing IDNR to fulfill its obligations, IDNR will receive invoices from the Grantee, approve, and pay 80% of approved costs for this project. IDNR will then submit paid progress and/or final invoices to the Illinois Department of Transportation (IDOT). IDOT will reimburse IDNR in the amount of the federal share for the project(s) and then seek reimbursement from the FHWA. Grantee shall be responsible for all costs deemed unallowable by the IDNR, IDOT, or FHWA.
5. During times when the General Assembly fails to appropriate funds allowing IDNR to fulfill its obligations, IDNR will receive and approve bills for the Grantee and submit the approved bills to IDOT. IDOT will reimburse the Grantee directly in the amount of the approved federal share for this project and then seek reimbursement from the FHWA. The Grantee shall be responsible for all costs deemed unallowable by IDNR, IDOT or FHWA.
6. Payment to the Grantee will be made as reimbursement for eligible expenses following submission to IDNR of a certified billing request listing all funds expended and including any other documentation required by IDNR. A billing request must be submitted within nine (9) months after grant approval, and at least once every nine (9) months thereafter until the project is completed.
7. Project costs eligible for assistance shall be determined upon the basis of criteria set forth for the RTP grant as so specified in The National Recreational Trails Fund Act.
8. Failure by the Grantee to submit the required final billing form and substantiating documentation within a one (1) year period following the project expiration date will result in the Grantee forfeiting the final reimbursement and relieves IDNR from further payment obligations on the grant. Any grant funds remaining after final reimbursement to the Grantee may be reprogrammed at the discretion of IDNR.
9. Only costs incurred during the specified project period dates indicated on this Agreement and necessary to complete the approved project components are eligible for grant reimbursement payment.
10. Except for reimbursement grants where this does not apply, all funds advanced to the Grantee that remain at the end of the grant agreement or at the expiration of the expenditure or obligation period stipulated in the grant agreement, shall be returned to the State within 45 days (30 ILCS 705/4(b)(5)).

**EXHIBIT D****CONTACT INFORMATION****CONTACT FOR NOTIFICATION:**

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

**GRANTOR CONTACT**

Name: Lisa Cotner

Title: Chief Accountability Officer

Address: One Natural Resources Way, Springfield, IL 62702-1271

Phone: (847) 531-3662

TTY#:

Fax#: (217) 558-4192

E-mail Address: Lisa.Cotner@illinois.gov

**GRANTEE CONTACT**

Name: David Guritz

Title: Executive Director

Address: 110 W. Madison Street, Yorkville, IL 60560-1465

Phone: (630) 553-4131

TTY#:

Fax#: (630) 553-4023

E-mail Address: dguritz@co.kendall.il.us

**Additional Information:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

TTY#: \_\_\_\_\_

Fax#: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**EXHIBIT E****PERFORMANCE MEASURES**

Following all methods and standards as required by state and federal laws and regulations, this project will make outdoor recreation available to members of the general public by accomplishing the following items:

Providing community members with the development of a multi-use 1.05 mile trail-loop and spur at Fox River Bluffs Forest Preserve (FRB) near Yorkville, Illinois, an area that can be utilized by members of the general public for outdoor recreational use.



**EXHIBIT G**

**SPECIFIC CONDITIONS**

Grantee is low risk in all risk categories. There are no specific conditions.

**PART TWO – THE GRANTOR-SPECIFIC TERMS**

In addition to the uniform requirements in **PART ONE**, the Grantor has the following additional requirements for its Grantee:

- 27.1 The Cash Management requirements and Interest requirements listed in Paragraphs 4.3 and 4.6 of PART ONE respectively do not apply as the federal funds of this agreement are only paid to the Grantee as reimbursement of prior project expenditures.
- 27.2 The Timely Billing requirements listed in Paragraph 4.7 of PART ONE are modified to require the Grantee to submit billings at 9-month minimum intervals. The nine-month intervals begin on the date of the Director's award letter.
- 27.3 Additional Information provided in the Project Implementation and Billing Packet will be considered an appendix to this agreement and is hereby incorporated into it through Exhibit B.
- 27.4 The application completed for this grant including all attachments, budget and maps is hereby incorporated into this agreement.
- 27.5 For projects receiving grant assistance for development costs only, terms of this Part and the Grant Agreement shall no longer apply after the following time periods:

Total Grant Award	Time Period After Final Billing
\$1 to \$50,000	5 years
For every \$10,000 increment over \$50,000	Add 1 year

- 27.6 For projects receiving acquisition grant assistance, a covenant must be placed on the acquired property deed at the time of recording that stipulates the property will be available for public RTP use or the site will revert to the IDNR.
- 27.7 Property acquired or developed with RTP grant assistance shall (1) be operated and maintained in a safe and attractive manner for the benefit of recreational trails use without regard to sex, race, color, religious belief, or national origin, nor on the basis of residence, except to the extent that reasonable differences in admission or user fees may be imposed, and (2) not be converted to a use that prohibits RTP recreational trails use as specified herein without written approval from the IDNR. Specific actions regarded as conversions, although not inclusive, are as follows:
- 27.8 The sale or exchange of ANY portion of the project site or granting of an easement, right-of-way, or other such encumbrance on title which divests control of the project site from the Grantee to another individual, group, agency, or entity.
- 27.9 Any significant deviation from the approved project site plan or change, alteration or disposition of the project site to other than recreational trails use unless specifically authorized in this Agreement or by the IDNR.



**PART TWO – THE GRANTOR-SPECIFIC TERMS**

In addition to the uniform requirements in PART ONE, the Grantor has the following additional requirements for its Grantee:

- 27.10 The Grantee may operate and/or construct appropriate facilities for disbursing food to the public and/or any other services as may be deemed necessary and appropriate, or may enter into a contract or agreement with responsible concessionaires to disburse food or provide any other service as may be desired by the public and the Grantee to enhance recreational trails use of the project site.
- 27.11 The lessee concessionaire or licensee providing such service at the project site shall not discriminate against any person or persons on the basis of race, color, creed, national origin, disability or place of residence in the conduct of its operation under the lease, license or concession agreement.
- 27.12 It is hereby agreed and understood by the Grantee that any deviation or conversion of the project site from recreational trails use without IDNR approval shall be considered a breach of this Agreement resulting in either (1) the repossession and disposition of all land and equipment/materials purchased through the RTP grant or (2) the repayment of funds to the IDNR equal to the original grant amount disbursed to the Grantee or the property's certified fair market value at the time of non-compliance, whichever is deemed most appropriate by the IDNR.
- 27.13 Should the real property purchased by the Grantee pursuant to this Agreement be used for any purpose other than those purposes contemplated in this Agreement, IDNR reserves the right to require the Grantee to purchase an alternative parcel of real property of equal or greater value other than the value of the property purchased with the grant funds received, and said alternative real property shall be subject to the same terms, covenants, and conditions imposed by this Agreement on the original parcel.
- 27.14 Subcontractor Requirements: The Grantee shall insert as an integral part of any publicly bid contract for the approved project work, the following provisions:
- 27.15 The Contractor shall abide by and comply with all applicable local, State and federal laws and regulations relating to contracts involving public funds and the development / construction of public works, buildings or facilities. The scale of wages to be paid shall be obtained from the IL Dept. of Labor and posted by the Contractor in a prominent and accessible place at the project work site.
- 27.16 The Contractor shall personally and individually agree and covenant, and shall furnish and provide evidence of general liability insurance in the amount of \$1,000,000.00, and shall indemnify, protect, defend at its own cost, and hold harmless the IDNR from and against all losses, damages, injuries, or claims thereof to or by persons or property, arising out of, though, or by virtue of the construction and development of the specified project facilities.
- 27.17 The Contractor shall abide by the "Employment of IL Workers on Public Works Act" (30 ILCS 570, sec 1-7) which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the US Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act. ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident.) Other laborers may be used if Illinois laborers are not available or incapable of performing the particular type of work involved if so certified by the Contractor and approved by the project engineer and DNR.

**PART TWO – THE GRANTOR-SPECIFIC TERMS**

In addition to the uniform requirements in PART ONE, the Grantor has the following additional requirements for its Grantee:

- 27.18 IDNR and the Grantee agree to perform this Agreement in accordance with the federally funded Recreational Trails Program as created pursuant to the National Recreational Trails Fund Act and funded through the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21) and jointly administered by the IDNR and Illinois Department of Transportation; with the rules promulgated pursuant to these Acts, including applicable U.S. Department of Transportation regulations, 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; and, with the terms, promises, conditions, plans, specifications, maps, and assurances contained in the approved Project Application, each of which is hereby incorporated by reference and made a part of this Agreement.
- 27.19 If the project requires the purchase of steel or iron, or the purchase of trail grooming vehicles and mechanized equipment primarily constructed with steel or iron, the Grantee must abide by the provisions of the Federal "Buy America" guidelines specifying that all steel or iron shall be domestically manufactured or produced and fabricated, unless an exception is expressly permitted under Federal law and written permission is given by IDNR.
- 27.20 In connection with project construction, and the subsequent operation and maintenance of the facilities, the Grantee agrees that it shall be responsible for and obtain all permits, licenses, or forms of consent required to complete the project. Failure to obtain any required permit or approval may jeopardize grant reimbursement and/or cause debarment.
- 27.21 No assignments of grant provisions or duties are allowed.
- 27.22 The Grantee shall be responsible for adequately patrolling the RTP grant site to ensure proper usage of the facility and user compliance with all State and local regulations. Failure of the Grantee to take corrective measures which bring the site into compliance or to help remedy complaints lodged by local citizens concerning misuse of the RTP grant site shall be grounds for a finding of program non-compliance and is subject to corrective measures by IDNR as deemed appropriate.
- 27.23 During all times of operation of a motorized RTP grant site, the Grantee (excluding local political subdivisions) must possess insurance protection providing a minimum of \$1,000,000 per occurrence liability coverage.
- 27.24 The possession, sale or consumption of alcoholic beverages on RTP assisted sites is expressly prohibited.
- 27.25 All intellectual property ("IP") rights (including copyright, patent, and any other rights) in materials arising out of or resulting from Grantee's use of the grant funds or any earning thereon (the "Public Materials"), including by way of example but not as limitation, any posters and promotional materials, photographs, maps, drawings, charts, reports, brochures, blueprints, website pages, and source code, shall be owned by Grantee unless Grantee materially breaches the terms of this Agreement.
- 27.26 To ensure that the Public Materials are widely and generally available to the public who has paid for their production, Grantee hereby grants to IDNR a non-exclusive, perpetual, irrevocable, royalty-free, paid-up, worldwide, sublicensable license to use, copy, or publish the Public Materials by any means or media in connection with any activity of IDNR.



**PART THREE – THE PROJECT-SPECIFIC TERMS**

In addition to the uniform requirements in **PART ONE** and the Grantor-Specific Terms in **PART TWO**, the Grantor has the following additional requirements for this Project:

- 28.1 The projects contemplated by this Agreement must be identified in, or further the specific goals of, a trail plan included or reference in the Statewide Comprehensive Outdoor Recreation Plan as required by the Land and Water Conservation Fund Act.
- 28.2 Grantee will review and approve plans to ensure state and federal requirements are met.
- 28.3 Buy America requirements apply to all steel and iron permanently incorporated in a project. Trail grooming vehicles as well as other RTP use vehicles must comply with Buy America requirements or be granted a waiver.
- 28.4 Grantee will ensure all acquisitions of rights-of-way comply with Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended; and upon request, provide certification of compliance to Grantor. Grantor will provide assistance, and perform audits to the extent necessary, to assure validity of Grantee's certification of compliance with Titles II and III of the aforesaid Act.
- 28.5 Grantee shall assume responsibility for the administration, control, reconstruction, and maintenance of all multi-use trails, paths, and facilities constructed as part of this Agreement. Grantee shall require its sub-contractors to indemnify and hold the State of Illinois and its employees harmless from all claims for injuries and damages to persons or property relating to the use, maintenance, or reconstruction of the multi-use trails, paths, and facilities.
- 28.6 Grantee is solely responsible for the design and implementation of the project described in its Project Application, the terms and conditions of which are hereby incorporated by reference and made a part of this Agreement. Failure by the Grantee to comply with any of the Agreement terms or the terms of the Project Application shall be cause for the suspension of all grant assistance obligations thereunder, and may result in debarment for two grant cycles.
- 28.7 The Grantee agrees to implement and complete the approved project pursuant to the time schedule and plans set forth in the Project Application. Failure to render satisfactory progress or to complete the approved project to the satisfaction of IDNR per the terms of this Agreement is cause for suspension and/or termination of all obligations of IDNR under this Agreement.
- 28.8 Environmental and Cultural Resource Compliance: Approved grant project construction shall not commence and no payment shall be made under this grant until the Grantee, as set forth under IDNR's Comprehensive Environmental Review Process (CERP), has initiated and completed all necessary project review and consultation with IDNR as required by section 11 of the Endangered Species Protection Act, 520 ILCS 10/11; section 17 of the Illinois Natural Areas Preservation Act, 525 ILCS 30/17; the mitigation or compensation determinations required by the Interagency Wetland Policy Act, 20 ILCS 830/1 *et seq.*; and the environmental and economic impact determination required by the Historic Preservation Act, 20 ILCS 3420/4.
- 28.9 The Grantee shall provide to the IDNR for approval all land appraisals done per this Agreement PRIOR to commencing the project land acquisition.

**PART THREE – THE PROJECT-SPECIFIC TERMS**

In addition to the uniform requirements in **PART ONE** and the Grantor-Specific Terms in **PART TWO**, the Grantor has the following additional requirements for this Project:

- 28.10. **Project Signage & Publicity:** Grantee agrees to post a "Recreational Trails Program" (RTP) grant acknowledgment sign at the grant-assisted site specified herein. At a minimum, the sign must include the following wording:

***THIS TRAIL/FACILITY RECEIVED FUNDING ASSISTANCE  
THROUGH THE FEDERALLY FUNDED RECREATIONAL TRAILS PROGRAM  
ADMINISTERED BY THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES***

- 28.11. The Grantee is required to file quarterly status reports on the grant project describing the progress of the program, project, or use and expenditure of the grant funds related thereto, if the grant amount is over \$25,000.00 (30 ILCS 705/4(b)(2)).
- 28.12. The Grantee shall be responsible for developing the project site in general accordance with the site development plan approved by IDNR, and made a part of Grantee's application. Grantee shall make all development plans and specifications available for review by IDNR upon request.
- 28.13. It is agreed and understood by the Grantee that an IDNR representative shall have access to the project site to make periodic inspections as work progresses. It is further agreed and understood by the Grantee that IDNR reserves the right to inspect the completed project prior to project acceptance and grant reimbursement to the Grantee.
- 28.14. The Grantee is required to file quarterly status reports on the grant project describing the progress of the program, project, or use and expenditure of the grant funds related thereto, if the grant amount is over \$25,000.00 (30 ILCS 705/4(b)(2)).
- 28.15. The Grantee shall be responsible for developing the project site in general accordance with the site development plan approved by IDNR, and made a part of Grantee's application. Grantee shall make all development plans and specifications available for review by IDNR upon request.
- 28.16. It is agreed and understood by the Grantee that an IDNR representative shall have access to the project site to make periodic inspections as work progresses. It is further agreed and understood by the Grantee that IDNR reserves the right to inspect the completed project prior to project acceptance and grant reimbursement to the Grantee.

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualified minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor



will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(I) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(II) The classification is utilized in the area by the construction industry; and

(III) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

**d. Apprentices and Trainees (programs of the U.S. DOT).**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.8. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 308 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal 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, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the



department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into 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 Federal 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.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.



**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



**Illinois Department of  
Natural Resources**

**The Recreational Trails Program**

**Development Projects**

**Implementation & Billing Requirements**

**SFY2021 / FFY 2020**

**In cooperation with:**



**U.S. Department of Transportation  
Federal Highway Administration**

**IL Department of Natural Resources  
Division of Grant Administration  
One Natural Resources Way  
Springfield, IL 62702  
Telephone: 217/782-7481  
Fax: 217-782-9599**

9K  
RTP Implementation & Billing Requirements  
Revised 11/19

In this packet, you will find necessary information and instructions to properly implement an approved development project involving RTP grant assistance from the Illinois Department of Natural Resources (DNR). **PLEASE READ THOROUGHLY!** Failure to comply with these instructions can jeopardize grant reimbursement.

### **GENERAL**

- 1) To maintain eligibility for grant reimbursement, the local Grantee must satisfactorily complete ALL approved project components as specified in the approved project application and the signed Project Agreement. Any changes (additions or deletions) to the project scope must be approved by DNR prior to implementation in order to maintain overall eligibility for grant reimbursement.
- 2) All governmental agencies may complete approved RTP projects by any of the following methods or combinations thereof: 1) competitively bid contract(s) per local/state procurement guidelines, 2) directly hired labor and material purchases IF qualifying as bid exempt or 3) using Grantee Force Account labor (in-house staff).
- 3) All local governments must comply with applicable state statutes and applicable local ordinances concerning bidding requirements for construction contracts and equipment/material purchases. DNR may request documentation from the local agency to verify compliance with applicable state statutes.
- 4) All non-governmental agencies must solicit a minimum of three (3) price quotes per project element. To avoid problems, contact DNR's Division of Grant Administration.
- 5) All RTP-assisted buildings/facilities must be designed and constructed to accommodate full accessibility as per the Illinois Accessibility Code standards and the "Americans with Disabilities Act" Accessibility Guidelines (ADAAG). If there are any questions or doubts regarding design standards proposed for your project, it is strongly encouraged that "working drawings" be submitted to the DNR grants staff for review prior to construction and/or solicitation of construction bids.
- 6) The approved RTP development project must be completed and ready for a final close-out/acceptance inspection by DNR staff AND all project costs for which reimbursement is expected must be paid no later than the expiration date specified on the signed Project Agreement, unless otherwise approved by DNR. Failure to have approved project components completed and paid for by the specified project expiration date could jeopardize approved grant reimbursement on the project.
- 7) The maximum allowable claim for "contracted" Architectural/Engineering (A/E) services used for proper project design and construction supervision/administration of an approved RTP development project shall be based upon the following percentages of actual RTP-assisted construction costs:

10.25% Initial analysis, design & bid work

5.0% On-site construction supervision and final project close-out work

NOTE: For governmental agencies, project A/E services may be accomplished "in-house" (force account) IF qualified staff exists and approved by the DNR. (See Force Account guidelines for funding limits.)

- 8) In connection with and prior to the construction, and thereafter the subsequent operation and maintenance of the RTP-assisted facilities, the Grantee agrees that it shall be responsible for and obtain all necessary permits, licenses or forms of consent, from, but not limited to, the following agencies. (Failure to do so may jeopardize grant reimbursement.)
- U.S. Department of the Army, Corps of Engineers.
  - IL Dept. of Transportation (Division of Highways).
  - IL Environmental Protection Agency.
  - IL Dept. of Natural Resources regarding "Interagency Wetlands Policy Act" (20 ILCS 830); "State Endangered Species Act" (520 ILCS 10/11); cultural resource impacts (20 ILCS 34/20, *coordinated with the IL Historic Preservation Agency*); and impacts to state waterways (615 ILCS 5/5).
  - IL Dept. of Public Health (Campground Licensing & Recreational Area Act, 210 ILCS 95/1).
  - Local Building or Zoning Agencies or Boards, where applicable.
- 9) "Buy America" requirements apply to all steel and iron permanently incorporated in a project. This provision includes all trail grooming tractors/vehicles/equipment.
- 10) Status of project progress **MUST** be reported to the IDNR Grant Administrator assigned to the project each January 1, April 1, July 1, and October 1 throughout the duration of project implementation (i.e., until the project's FINAL billing is submitted to IDNR). The enclosed "Periodic Performance and Periodic Financial Report" forms are provided on the following pages. Failure to submit these forms by the due dates will result in penalties up to and including Statewide stop payments, disallowing costs, suspension or termination, and debarment.
- 11) As you proceed with your project, if you have any questions regarding program requirements, please contact the Division of Grant Administration at 217/782-7481.

### **Accessibility Specifications Guide:**

All facilities constructed with RTP assistance must be developed and designed to accommodate full accessibility standards as per the Illinois Accessibility Code and the "Americans with Disabilities Act" Accessibility Guidelines (ADAAG).

Although the Illinois Accessibility Code standards do not address specific criteria for accessibility involving all outdoor recreational facilities, there is a reference to "Recreational Facilities" on Pg. 87 of the Code. A copy of the Illinois Accessibility Code may be obtained by calling 217/782-2864 (Springfield) or 312/814-6000 (Chicago).

To supplement this information, the U.S. Architectural and Transportation Barriers Compliance Board pursuant to ADA has developed final guidelines for recreation facilities and outdoor developed areas. A copy of the guidelines can be obtained by writing to: *Access Board, Recreation Report, 1331 "F" Street, N.W., Suite 1000, Washington, D.C. 20004-1111. Telephone: 202/272-5434, or 800/514-0301, or contact their web site at [www.access-board.gov](http://www.access-board.gov).*

## **Open Competitive Bidding for Governmental Agencies:**

- 1) EXCEPT as noted below in items 2 through 6 below, all public agency open competitive bidding for RTP projects shall be done in accordance with the Grantee's statutory requirements governing public procurement.
- 2) Language similar to the following should appear in all "bid advertisements" relative to the approved RTP grant project:

*This project is being financed, in part, with federal funds from the Recreational Trails Program (RTP) administered by the Illinois Department of Natural Resources.*

- 3) The Grantee shall encourage:
  - 1) "minority" business firms to submit bids on the approved project; and
  - 2) successful contract bidders to utilize minority businesses as sub-contractors for supplies, equipment, services, and construction. *This stipulation should be noted in all bid solicitation notices.*
- 4) Contract award(s) shall be made to the lowest responsible bidder whose bid properly addresses and complies with the invitation, and is most advantageous to the Grantee; price and other factors considered. (Factors such as discounts, transportation costs, and taxes may be considered in determining the lowest bid.) **Justification for acceptance of a no-bid contract or awarding of contracts to other than the lowest bidder shall be subject to DNR approval.**
- 5) The bid proposal forms should be structured for flexibility. This can usually be done most effectively with add/deduct alternates and bidding the work by specific/distinct work elements.

The instructions to bidders in the bid specifications should clearly indicate what constitutes a valid bid and how the contract/bid will be awarded (lowest responsible/qualified bidder for all work items versus individual work items; base bid and selected bid alternates versus base bid separate from bid alternates, etc.). It should also specify whether substitutes will be accepted and if scope of individual work elements can be modified.

In general, the *Instructions and General Conditions* section of the Bid Specifications should, at a minimum, address the following items:

- o Bid Opening Date
- o Number of days Bid must be held
- o Bid, Performance and Payment Bond/Security Requirements \*
- o (Bonding requirements for all public works projects in Illinois are stipulated in the "Public Construction Bond Act" (30 ILCS 550/1 et.seq.) which states that every contractor on a public works project must provide to the satisfaction of the public agency good and sufficient bond with adequate sureties to guarantee construction performance and payment of materials and labor used in such work.)

- Contractor Insurance Requirements.
  - Completion date and if liquidated damages occur for late completion
  - Terms of Payment to Contractor
  - Schedule of quantities/material list and Unit Costs
  - If Bid is for material or product supply, do not specify specific name brand WITHOUT also accepting "or approved equal". Also, specifications for a particular product or material being bid cannot be written in such detail so as to prevent an open and competitive bidding situation.
  - Remember, DNR requires that all projects be completed by the date specified in the Project Agreement. The Grantee should ensure that all bidders are aware of the expected completion date by specifying the expected project construction start date and completion date in the bid specifications package.
- 6) In certain instances, conditions may arise after work has begun that are beyond the control of the Grantee and contractor which necessitate a change in specification and/or price. To maintain grant eligibility, such changes must be done by formal change orders. If the change order involves 1) the total deletion of an identified project component, 2) the addition of a new component for which reimbursement will be sought or 3) exceeds \$10,000 in value, the Grantee must receive DNR approval PRIOR to initiating the change order.

*For change orders in excess of \$10,000 (pursuant to Section 33E-9 of the Criminal Code of 1961, as amended) written assurance MUST BE provided to DNR by the Grantee that such a change order was not reasonably foreseen at the time of initial construction contract execution.*

### **No-Bid Procurements & Force Account (FA) Labor Guidelines for Governmental Agencies:**

- 1) Project construction can be completed by various means of procurement of material and equipment. For all Development projects, the grantee must comply with applicable state statutes and applicable local ordinances concerning bidding requirements for construction contracts and equipment/material purchases. In addition, grant reimbursement can be provided for project construction completed using local agency in-house staff ("Force Account" labor).
- 2) Equipment rental necessary to complete "force account" labor construction is eligible for grant reimbursement. HOWEVER, the value of donated material, labor and equipment to a project IS NOT grant eligible.



- 3) For "Force Account labor", the local Grantee shall maintain accurate time records and complete the appropriate time sheet summary form (attached) for reporting "in-house" force account labor necessary and reasonable for completing approved project components. This includes only those employees directly involved in project construction and any associated design work, construction supervision, and overall project record keeping and administration. The value of such labor shall reflect actual wages paid to each employee and may include fringe benefits. (Wages paid shall not be higher than those for persons on similar jobs within the Grantee organization.) *Claims for clerical and administrative F. A. labor necessary for overall project record keeping and administration shall not exceed 2.5% of the total "direct" costs claimed for approved F. A. construction labor and "non-bid" material purchases (see item #5 below).*
- 4) For all small procurement (not required to be bid by state statute or local ordinance) material purchases, appropriate purchase orders and/or invoices and corresponding canceled checks must be recorded on the "Materials Itemization Sheet" (attached) according to each major project construction component for which the materials were purchased. (Warning! Keep in mind that the grantee must comply with applicable state statutes and applicable local ordinances concerning bidding requirements for equipment/material purchases.)

**Please contact the Division of Grants staff if there are any questions regarding the completion of the forms mentioned in items #3 - #4 above.**

- 5) Guidelines for billing claims involving Force Account (FA) labor for project architectural/engineering (A/E) and administrative services are as follows:
  - a) At least 90% of project costs must be for "direct" construction costs,
  - b) Design and Construction Supervision Costs:  $\leq 7.5\%$  of associated "direct" construction costs
  - c) Administrative/Clerical Support Costs:  $\leq 2.5\%$  of "direct" FA & small procurement material costs

### **Billing Requirements:**

**A billing request MUST be submitted within nine (9) months after grant approval and at least once every nine (9) months thereafter until the project is completed. Only costs incurred during the specified project period dates indicated on the signed Project Agreement and necessary to complete the approved project components are eligible for grant reimbursement.**

**The following documentation is required for project billings for governmental agencies:**

- 1.) Completed "Development Project Billing Statement" and "Project Billing Report". The forms must have original signatures. (Forms attached)
- 2.) Copy of project sign-off letters/forms from DNR regarding "endangered/threatened species, wetlands, cultural resource & waterways" impact. (See page 2, item #8 of General information section.)
- 3.) Photo of the sign posted at the site acknowledging RTP grant assistance.

4.) The following project cost support documents, as applicable:

A) Billing Claim for BID and NON-BID construction contracts:

- i. Proof of bid advertisement from local newspapers (Bid contracts only)
- ii. Bid Tabulation for each project bid request
- iii. Signed contract\* and change orders, if any, for each contractor (\*only require cover page, signature page(s) and contract amount/description page(s))
- iv. Copies of each contractor pay requests along with canceled check(s) or final lien waivers verifying proof of payment

B) Billing Claim for small procurement material costs and "force account" labor:

- i. Form FA: DOC-1 (Force Account Material Cost Summary). [Form attached]

Itemize all material purchases/costs by major project components, such as trails, parking, registration building, equipment purchase, etc. For each major component list:

- a) the company/business for each material purchase;
- b) description of materials purchased, quantity, & the purchase order number; and
- c) payment check number and check amount.

- ii. Form FA: DOC-2 (Force Account Labor Summary). [Form attached]

For "in-house" labor claims, the Grantee must determine by corresponding time sheet records the amount of Grantee labor attributed to each project component and tabulate on this form.

C) Contracted Project Design Work (architectural/engineering services)

- i. Copy of signed contract/agreement
- ii. Copy of each pay request and canceled check verifying proof of payment

The following documentation is required for project billings for non-governmental agencies:

- 1.) Completed "Development Project Billing Statement" and "Project Billing Report". The forms must have original signatures. (Forms attached.)
- 2.) Copy of the project sign-off letters from the Illinois DNR regarding "endangered/threatened species, wetlands, cultural resource and waterways" impact. (See page 2, item #8 of General information section.)
- 3.) Photo of the sign posted at the site acknowledging RTP grant assistance.
- 4.) Completed Form FA: DOC-1 (Force Account Material Cost Summary). Form attached.

Itemize all material purchases/costs by major project components, such as trails, parking, registration building, equipment purchase, etc. For each major component list:



- A.) the company/business for **each** material purchase
  - B.) description of materials purchased, quantity, & the purchase order number
  - C.) payment check number and check amount
- 5.) Copies of all bills/invoices and proof of payment (front and back of cancelled checks or written confirmation from the vendor/supplier/contractor that payment has been paid in full).
  - 6.) Copies of all price quotes. (A minimum of 3 price quotes per project element.)
  - 7.) Contracted Project Design Work (architectural/engineering services), if applicable.
    - A.) Copy of signed contract/agreement
    - B.) Copy of each pay request and canceled check verifying proof of payment

**NOTE:** Requests for final reimbursement (**both** governmental and non-governmental agencies) shall also include a copy of the record (as-built) drawings. (**The drawings must be no larger than 11" X 17".**) The drawings must encompass the entire project site and indicate all facilities (trails, parking areas, buildings, etc.) Additionally, final floor plans and elevation drawings for all buildings constructed with RTP grant assistance must be submitted. (Again, the drawings must be no larger than 11" X 17".)

### **Record Retention / Audit Requirements:**

As stipulated in the General Provisions of the grant Project Agreement, the Grantee must maintain, for a minimum three (3) year period following project completion, satisfactory financial accounts, documents, and records associated with the project and the disbursement of grant funds pursuant to this Agreement, and shall make them available to the Illinois DNR and/or the State of Illinois, Auditor General, for auditing at reasonable times. Failure by the Grantee to maintain such accounts, documents, and records, as required herein, shall establish a presumption in favor of the State of Illinois for recovery of any grant funds paid by the State for which adequate records are not available to support their purported disbursement.

### **GOVERNMENTAL AGENCIES ONLY**

- A. If the Grantee receives \$300,000 or more in RTP grant funds or charges the grant \$25,000 or more for Force Account labor or non-bid labor/material purchase costs, the Grantee shall provide the Department with one of the following types of audits:
  - 1. An agency-wide financial and compliance audit for each year that grant expenditures are made. This audit should be conducted as part of the Grantee's annual audit as is generally required by 1) State law (i.e., 55 ILCS 5/6-3001 et seq. and 65 ILCS 5/8-8-1 et seq.), 2) OMB Circular A-133, or 3) the Grantee's own governing body.
  - 2. A grant specific audit covering all funds expended under the terms of the grant.

All required audits must be conducted by an independent certified public accountant, licensed by the State of Illinois and must be performed in accordance with generally accepted auditing standards adopted by the American Institute of Certified Public Accountants (AICPA). The Grantee shall be responsible for procuring all required audits in accordance with its normal procurement rules, providing that these rules promote open competitive procurement. The Grantee will provide the Department with all required audits within 30 days of completion.

If the approved RTP project includes the use of Force Account labor, the Grantee shall ensure that any required audit includes an internal control evaluation and opinion on the Grantee's time and attendance allocation system. In addition, if the Grantee uses materials purchased by means of a Central Procurement System and allocates a portion of those materials to the project (Force Account material claim), the audit must include testing and reporting on the allocation system used for tracking material use.

- B. If the Grantee receives less than \$300,000 in grant funds or charges the grant less than \$25,000 for Force Account labor and/or non-bid labor/material purchase costs, the Grantee will provide the Department with copies of any audits that report findings involving the RTP project.

### **Audit Resolution:**

The Grantee shall be responsible for timely action in resolving any audit findings or questioned project costs. In the event that questioned costs are ultimately deemed disallowed as determined by the Illinois DNR or its representative, the Grantee shall be responsible for repayment of such costs.

## RTP BILLING CHECKLIST

- Development Project Billing Statement
- Project Billing Report
- Cost Support documents (See Pages 10-15 for Examples & Forms)
  - Billing Claim for Bid & Non-Bid contracts
  - Force Account Material Cost Summary
  - Force Account Labor Summary
  - Contracted Project Design Work
  - Schedule of Professional Services
  - Schedule of Project Expenditures
- Proof of Payment for all claims
- Photo of RTP Sign at site
- Periodic Performance Report
- Periodic Financial Report
- IDNR Project Sign-off Letters

STATE OF ILLINOIS  
DEPARTMENT OF NATURAL RESOURCES

**RECREATIONAL TRAILS PROGRAM  
DEVELOPMENT PROJECT BILLING STATEMENT**

**MUST be submitted at least once every 9 months until the project is completed**

Project #: \_\_\_\_\_

Project Sponsor: \_\_\_\_\_

Project Title: \_\_\_\_\_

Project Billing #: \_\_\_\_\_

**DEVELOPMENT COSTS SUMMARY STATEMENT**

Cost Category	Expenditure
Construction Costs (Contracted)	Bid contracts
(Non-contracted)	Non-bid contracts
Construction Costs (Force Account)	In-House labor
	Material /Supplies/Equipment
Architectural/Engineering Fees	
Other (specify)	
<b>TOTAL</b>	
Less Local Agency Share (20% minimum)	
Amount Claimed for Grant Reimbursement (80 % maximum)	

**CERTIFICATION STATEMENT:**

I do hereby certify that this Billing is correct and just and based on actual payment(s) of record by the Project Sponsor; that payment from the State of Illinois has not been received for these costs; and that the completed work and services or purchases are in accordance with provisions of the Recreational Trails Program (RTP) and the signed Project Agreement, including amendments thereto, with the Illinois Department of Natural Resources.

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

(Signature)

TITLE: \_\_\_\_\_

AGENCY: \_\_\_\_\_

DATE: \_\_\_\_\_

(Document must be attested to by local agency fiscal officer)

ATTESTED

BY: \_\_\_\_\_

(Signature)

\_\_\_\_\_

(Title)

**RECREATIONAL TRAILS PROGRAM**  
**FINAL PROJECT BILLING REPORT**

Project #: \_\_\_\_\_

Project \_\_\_\_\_

Sponsor: \_\_\_\_\_

Project Title: \_\_\_\_\_

Date: \_\_\_\_\_

Billing \_\_\_\_\_

#: \_\_\_\_\_

**(CONCISE / QUANTIFIED DESCRIPTION OF COMPLETED PROJECT):**

--

**(GENERAL COST BREAKDOWN OF COMPLETED MAJOR PROJECT COMPONENTS):**

<u>Approved Project Component</u>	<u>Quantity Actual Costs</u>	<u>Budgeted Cost</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL:	_____	_____

Prepared by: \_\_\_\_\_

Title: \_\_\_\_\_

**IL Department of Natural Resources  
Recreational Trails Program**

**FA/DOC-1**

**FORCE ACCOUNT PROJECT MATERIAL COST SUMMARY**

**(Itemized by major project components)  
(MATERIALS ITEMIZATION SHEET)**

**Major Project Component:** \_\_\_\_\_ **PAGE** \_\_\_\_\_ **OF** \_\_\_\_\_

**PROJECT SPONSOR:** \_\_\_\_\_ **PROJECT #:** \_\_\_\_\_

**PROJECT TITLE:** \_\_\_\_\_

<b>FIRM</b>	<b>MATERIAL ITEM</b>	<b>QUANTITY</b>	<b>PURCHASE ORDER NUMBER</b>	<b>CHECK NUMBER</b>	<b>CHECK AMOUNT</b>	<b>AMOUNT CLAIMED FOR REIMBURSEMENT</b>
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					\$	\$
<b>TOTAL</b>						

**I hereby certify that the above is true and correct and all materials were used exclusively on the referenced project.**

**Signature:** \_\_\_\_\_

**Name & Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**PROJECT FORCE ACCOUNT IN-HOUSE LABOR SUMMARY**

**PROJECT SPONSOR:** \_\_\_\_\_ **PROJECT #:** \_\_\_\_\_

**PROJECT TITLE:** \_\_\_\_\_

**Pay Periods from** \_\_\_\_\_ **to** \_\_\_\_\_

EMPLOYEE'S NAME	JOB DESCRIPTION	HOURS WORKED ON PROJECT (*)	WAGES (HOURLY)	TOTAL WAGES
<b>TOTAL</b>				

(\*) From local agency time allocation records

**I hereby certify that the above is true and correct and all materials were used exclusively on the referenced project.**

**Signature:** \_\_\_\_\_  
**Name & Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

## ATTACHMENT A

### Schedule of Professional Services (A/E) and Publicly Bid Project Contracts *[Example Format]*

Grant Project #: \_\_\_\_\_

Firm Name	Project Element	Base Contract Amt	C. O. # and Amt	Total
John Doe & Associates	A/E services	\$10,500.00		\$10,500.00
		<b>Professional Services (A/E) Subtotal:</b>		<b>\$10,500.00</b>
Acme Paving Co.	Parking lot / Tennis & BB Court, & pathway paving	\$98,500.00	#1 - \$11,500.00	
			#2 - \$3,100.00	\$113,100.00
Fun Time Park Supply Co.	Playground Equipment, park benches, bleachers, etc	\$39,000.00		\$39,000.00
Park Structures, Inc.	(2) Pre-fab Park Shelters	\$28,000.00		\$28,000.00
MCDL Construction Co.	Install Playground & Shelter	\$32,500.00	#1 - \$ 900.00	
			#2 - \$1,800.00	
			#3 - \$2,300.00	\$37,500.00
Springdale Landscaping	Park Landscaping	\$24,200.00	#1 - \$1,200.00	\$25,400.00
SGS Concrete	Shelter Pad & walkways, etc.	\$9,500.00		\$9,500.00
		<b>Publicly Bid Contracts Subtotal:</b>		<b>\$252,500.00</b>
		<b>GRAND TOTAL : \$263,000.00</b>		

Note: This form should only show the professional services contracts and the publicly bid contracts; any change orders to those contracts; and the total contract amount.

- Subtotal the Professional Services
- Subtotal the Publicly Bid Contract
- Provide a Grand Total of all contracts shown



## ATTACHMENT B

### Schedule of Project Expenditures

[Example Format]

Grant Project #: \_\_\_\_\_

Vendor/Contractor Name	Project Element	Invoice Date and Number	Invoice Amount	Payment Check #	Amount	Amount Claimed for Grant Reimbursement	Total Reimbursement Amount
John Doe & Associates	A/E services	11111	\$5,000.00	12121	\$5,000.00	\$5,000.00	
<b>Professional Services (A/E) Subtotal:</b>							<b>\$5,000.00</b>
Acme Paving Co.	Tennis/BB court	22222	\$72,000.00	12122	\$64,800.00	\$64,800.00	
Fun Time Park Supply Co.	Bleachers	33333	\$8,841.00	12123	\$8,841.00	\$8,841.00	
<b>Publicly Bid Contracts Subtotal:</b>							<b>\$73,641.00</b>
Coyote Plumbing	Drinking fountains	44444	\$1,256.78	12124	\$1,256.78	\$1,256.78	
<b>Non-Bid Contracts Subtotal:</b>							<b>\$1,256.78</b>
Lowes	Lumber	900876	\$8,000.00	0001	\$8,000.00	\$8,000.00	
<b>In-House "Force Account" Material/Supplies Subtotal:</b>							<b>\$8,000.00</b>
ABC Accounting	Agreed Upon Procedures	55555	\$800.00	12425	\$800.00	\$800.00	
<b>CPA Subtotal:</b>							<b>\$800.00</b>
<b>"Other" Category Subtotal:</b>							<b>\$0.00</b>
<i>(Force Account Labor)</i>	<i>Job Description</i>	<i>Hours Claimed (1)</i>	<i>Hourly Wage</i>		<i>Total Wages</i>	<i>Amount Claimed for Grant Reimbursement</i>	
Employee Name or Code #							
Jane Doe (Employee #18)	Laborer	10	10		\$100.00	\$100.00	
<b>In-House "Force Account" Labor Subtotal:</b>							<b>\$100.00</b>
<b>TOTAL PROJECT EXPENDITURE FOR THIS BILLING:</b>							<b>\$88,797.78</b>

<sup>(1)</sup> Taken from Project Sponsor's time allocation records (time sheets)

I hereby certify that the costs shown on this "Schedule of Project Expenditures" are true and correct and based on actual expenditures by the Project Sponsor for the referenced RTP project; and that the costs are in accordance with provisions of the Illinois RTP grant program (17 IL Adm Code 3090).

CERTIFIED BY:

\_\_\_\_\_  
Name, Title & Date

\_\_\_\_\_  
Signature of Chief Administrator/Elected Official

ATTESTED BY:

\_\_\_\_\_  
(Signature of local agency's chief fiscal officer)

Note: This form should show all project expenditures including ones for the professional services contracts and the publicly bid contracts shown on Attachment B. The billing total on this page should match the "Total" amount on the Project Billing Form.



## STATE OF ILLINOIS PERIODIC PERFORMANCE REPORT

### Periodic Performance Report (PPR) Instructions

The Periodic Performance Report (PPR) is a standard, uniform statewide performance progress reporting format used by all state agencies to collect performance information from recipients of state grant awards. Unless statutorily exempt as documented in the Catalog of State Financial Assistance and the Grant Agreement (UGA), all grant awards are subject to periodic performance reporting.

General instructions for completing the PPR are contained below. **PLEASE READ ALL INSTRUCTIONS BEFORE COMPLETING THE PPR.** Please contact the state agency's points of contact specified in the "State Agency Contacts" section of your UGA if additional support is needed completing the PPR.

If the UGA specifies an alternative file or external database for grant performance reporting, the grantee should mark the shaded box in the PPR accordingly. In the *File Name or Database Source* field, enter the name of the alternative file or database utilized. The grantee is not required to complete Sections 14 - 22 if the information is provided in an alternative format specified in the UGA.

#### Report Submission

1. The grantee must submit the PPR cover page and any forms required by the awarding state agency as specified in the UGA.
2. The PPR must be submitted to the attention of the state agency's points of contact specified in the "State Agency Contacts" section of your UGA in accordance with the requirements established in the award document.
3. If additional space is needed to support the PPR, supplemental pages should be attached. As indicated on the PPR, responses to Sections 14 - 22 may be provided in a separate format. If additional pages are provided, the pages should be numbered and must reference:
  - a. Grant number
  - b. Grantee organization
  - c. DUNS number
  - d. FEIN
  - e. Period covered by the PPR

#### Reporting Requirements

1. Unless statutorily exempt as documented in the Catalog of State Financial Assistance and the UGA, all grant awards are required to submit a PPR in accordance with the terms established in the UGA.
2. The frequency of the PPR is specified in the Notice of Funding Opportunity (NOFO) and the UGA. The PPR must be submitted within the specified time frames. A submittal will be considered "late" if it is more than 15 calendar days past the due date or the date specified by the State agency's JCAR Rules (including approved extensions.)
3. 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 of 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>.)
4. A final PPR shall be required at the completion of the grant award. For final PPRs, the reporting period end date shall be the end date of the project / grant period.



**STATE OF ILLINOIS  
PERIODIC PERFORMANCE REPORT**

Section	Data Element	Section Instruction for PPR
1	<i>Grantee Name (per UGA)</i>	Enter the name of the grantee exactly as stated in the UGA.
2	<i>Grant Number</i>	Enter the number assigned by the awarding state agency; Grant Number specified in the UGA.
3	<i>Grantee DUNS</i>	Enter the grantee's Dun and Bradstreet number.
4	<i>CSFA Number</i>	Enter the number assigned to the program through the Catalog of State Financial Assistance.
5	<i>Grantee FEIN</i>	Enter the grantee's Federal Employer Identification Number provided by the Internal Revenue Service.
6	<i>Program Name (per UGA)</i>	Enter the program name exactly as stated in the UGA.
7	<i>CFDA Number(s)</i>	Enter the Catalog of Federal Domestic Assistance (CFDA) number(s) as stated in the UGA. If the program is funded by more than one CFDA, list each CFDA number.
8	<i>State Agency (Grantor)</i>	Enter the name of the state agency awarding the grant as identified in the UGA.
9	<i>Agreement Period</i>	Enter the agreement period established in the Grant Agreement. This may span multiple years, based on the terms of the UGA.
10	<i>Report Period End Date</i>	Enter the ending date of the reporting period. The reporting periods are specified in the UGA.
11	<i>Final Report?</i>	Mark appropriate box. Check "yes" only if this is the final or last PPR for the Agreement Period specified in Section 9.
12	<i>Report Frequency</i>	Select the appropriate term corresponding to the requirements specified in the UGA. "Other" may be used when a different reporting schedule is required due to Specific Conditions. State the frequency as state in the UGA Specific Conditions.
13	<i>Prepared Date:</i>	Enter date the PPR was prepared by the grantee.
<b>Responses to Sections 14 - 22 may be provided in a separate format. All grantees must complete Section 23.</b>		
14	<i>Deliverable (if applicable)</i>	<p>List all high-level deliverables required <span style="color: blue;">under the current, approved UGA</span>. Enter one Deliverable per row.</p> <p style="margin-left: 40px;">- Examples of Deliverables could include:</p> <ul style="list-style-type: none"> <li>o Provide IT training</li> <li>o Purchase equipment</li> <li>o Hire contractors</li> <li>o Conduct workshop</li> <li>o Submit document</li> </ul> <p>As delineated in the UGA, "Deliverables" are not "Performance Measures." Performance Measures are addressed in Section 18 - 22.</p> <p>Grantees are not required to report on deliverables that were due and completed in prior reporting periods.</p>
15	<i>Due Date</i>	Per the <span style="color: blue;">current, approved UGA</span> , enter the Due Date for the corresponding Deliverable. This date may fall outside the time frame of the current PPR.
16	<i>Date Completed</i>	Enter the date the Deliverable task was completed. If the task has not yet been completed, leave this cell blank.



**STATE OF ILLINOIS  
PERIODIC PERFORMANCE REPORT**

Section	Data Element	Section Instruction for PPR
17	<i>Deliverable Explanation</i>	<p>Briefly explain progress towards meeting the Deliverable to inform the awarding agency of challenges and successes. If additional space is needed, attach a supporting narrative.</p> <p>A description of the challenges and plans for overcome must be provided if:</p> <ul style="list-style-type: none"> <li>- Deliverable was completed after the Due Date,</li> <li>- Deliverable is not completed and the Due Date has passed, or</li> <li>- Grantee anticipates the Deliverable will not be completed by a future Due Date.</li> </ul> <p>If the grantee is on pace to complete a Deliverable that comes due after the reporting period, the grantee should, at a minimum, enter "On schedule" in Section 17.</p>
18	<i>Performance Measures</i>	Enter all Performance Measures required in Exhibit E of under the <u>current, approved</u> UGA. Enter one Performance Measure per row.
19	<i>Performance Standard/Frequency</i>	<p>Based on the <u>current, approved</u> UGA, enter the Performance Standard (or target) for the corresponding Performance Measure and the reporting frequency (annual/quarterly/monthly/etc.) based on Exhibit F of the Grant Agreement.</p> <ul style="list-style-type: none"> <li>- Examples of Performance Standards/Frequency could include:               <ul style="list-style-type: none"> <li>o 1,000 Persons Trained/quarter</li> <li>o \$250,000 capital leveraged/year</li> <li>o 500 Patients Rehabilitated/month</li> </ul> </li> </ul> <p>If the Performance Standard fluctuates over time per the UGA, the Standard listed should apply to the specific report period.</p>
20	<i>Results/Accomplishments in Reporting Period</i>	Based on the <u>current, approved</u> UGA, enter the actual results for the corresponding Performance Measure for the specific report period.
21	<i>Required (R) or Inform Only (IO)</i>	<p>Based on the <u>current, approved</u> UGA, indicate whether the performance standard in Section 19 is a grant "requirement."</p> <ul style="list-style-type: none"> <li>- Enter "R" if meeting or exceeding the Performance Standard is necessary to satisfy grant terms. Failure to meet the Standard may indicate that the grantee is not in compliance.</li> <li>- Enter "IO" if the data is collected for programmatic or assessment purposes. Failure to meet an "IO" Performance Standard may not imply that the grantee is out of compliance.</li> </ul>
22	<i>Performance Explanation - Award to Date</i>	<p>Mark the appropriate check box based on whether or not ALL performance accomplishments are on schedule with performance standards.</p> <p>Section 22 is not limited to the reporting period. Responses are <u>award to date</u>.</p> <p>If any performance measure results / accomplishments (Section 20) are below the required standards (Section 19), an explanation must be provided to inform the awarding agency about the deviation. Consider internal and external factors that impact performance. Attach a supporting narrative if additional space is needed.</p> <p>Grantees are <i>encouraged</i> to highlight factors that enable grant performance to exceed performance standards.</p>



STATE OF ILLINOIS  
**PERIODIC PERFORMANCE REPORT**

Section	Data Element	Section Instructions for PPR
<b>All grantees must complete Section 23.</b>		
23	<i>Performance Accomplishment Correlated to Reported Expenses</i>	<p>Federal Uniform Guidance requires periodic reporting to correlate performance and expenses within a report period. Correlation reporting focuses on the degree to which expended resources are effectively achieving anticipated outcomes.</p> <p>Determine if grant performance (service / outcomes) is on schedule with the anticipated timing of incurred grant expenditures / earnings per the terms of the UGA. Mark the appropriate box. Per the UGA, the award may have services / outcomes that occur at a different time than the expense. The award may be on schedule because it is expected that expenses and services / outcomes occur at different intervals.</p> <p>Grantees must provide an explanation if grant performance to-date does not correlate to the timing of incurred expenses / earnings per UGA terms. Attach a supporting narrative if additional space is needed.</p> <p>Grantees are <i>encouraged</i> to inform the awarding agency if internal or external factors are causing a better than anticipated correlation.</p>
<b>Grantee Certification / State Agency Acceptance</b>		
<i>Grantee Certification</i>		
Federal Uniform Guidance (2 CFR 200.415) requires an authorized grantee representative certify the accuracy of the information provided in the PPR.		
24	<i>Name and Title of Authorized Individual from Grantee Organization</i>	Enter the name and title of the grantee representative certifying the PPR. This individual must be authorized to represent the grantee in this capacity.
25	<i>Phone Number</i>	Enter the phone number of the grantee representative certifying the PPR.
26	<i>Email Address</i>	Enter the email address of the grantee representative certifying the PPR.
27	<i>Name and Title of State Agency PPR Approver</i>	Enter the name and title of the state agency representative authorized to approve the PPR.
28	<i>Date Received</i>	Enter the date the state agency representative received the PPR.
29	<i>Date Approved</i>	Enter the date the state agency representative approves the PPR.



STATE OF ILLINOIS  
**PERIODIC PERFORMANCE REPORT**

**Report Transmittal**

1. Grantee Name (per UGA):		2. Grant Number:	3. Grantee DUNS:
6. Program Name (per UGA):		4. CSFA Number:	5. Grantee FEIN:
8. State Agency (Grantor):		7. CFDA Number(s):	
9. Agreement Period:		10. Report Period End Date:	
Start Date (Month/Day/Year):	End Date (Month/Day/Year):	(Month/Day/Year):	
11. Final Report?	12. Report Frequency:	13. Prepared Date:	
<input type="checkbox"/> Yes	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly		
<input type="checkbox"/> No	<input type="checkbox"/> Semi-annually <input type="checkbox"/> Other (specify):		
<p><b>Responses to Sections 14 - 22 may be provided in a separate format.</b>  <b>All grantees must complete Section 23.</b></p> <p><input type="checkbox"/> Alternative file or database used.</p>			
<b>File Name or Database Source:</b>			
Alternative formats are not allowed. Please complete all fields for 14-17 below, entering N/A for items that are not applicable.			
14. Deliverable (if applicable): (Separate line for each based on UGA)	15. Due Date (based on UGA)	16. Date Completed	17. Deliverable Explanation:
Archaeological survey submitted (Include only if required by CERP form. If not required, enter N/A in 17. Deliverable Explanation)			
Wetland development plans submitted (Include only if required by CERP form)			
Anticipated Bid Advertisement Date set (Include date in 17. Deliverable Explanation)			
			Add - Deletes
			ADD
			DEL
			ADD
			DEL
			ADD
			DEL



**STATE OF ILLINOIS  
PERIODIC PERFORMANCE REPORT**

14. Deliverable (if applicable): (Separate line for each based on UGA)	15. Due Date (based on UGA)	16. Date Completed	17. Deliverable Explanation:	Add - Delete
Construction permitting in progress (Describe what permits are still needed and their status in 17. Deliverable Explanation)				ADD DEL
All necessary construction permits secured				ADD DEL
Playground plans submitted to DNR for review and approval (if applicable)				ADD DEL
Form FA DOC-1 submitted to DNR (Required if Force Account Labor is being used)				ADD DEL
Draft Bid Documents completed and include compliance requirement that contractors pay State Prevailing Wage (Prevailing Wage Act 820 ILCS 130/0.01-12)				ADD DEL
Project put out to bid				ADD DEL
Project bids received, contractor selection in progress (include anticipated construction start and end dates in 17. Deliverable Explanation)				ADD DEL
Project under construction (include percent complete in 17. Deliverable Explanation. Please use only the following percentages: <25%, 25%, 50%, 75%, 90%, 100%)				ADD DEL
Project construction complete (include anticipated final billing submittal date in 17. Deliverable Explanation)				ADD DEL
18. Performance Measures: (Separate line for each based on UGA Exhibit E)	19. Performance Standard- Frequency (Based on UGA Exhibit F)	20. Results - Accomplishments in Reporting Period	21. Required (R) or Inform Only (IO)	Add - Delete
Recreational Amenities completed	Final Report only		IO	ADD DEL





STATE OF ILLINOIS  
**PERIODIC PERFORMANCE REPORT**

<b>22. Performance Explanation - Award to Date:</b>		<b>Add - Delete</b>
<input type="checkbox"/>	All performance accomplishments are on schedule with performance standards.	
<input type="checkbox"/>	Not all performance accomplishments are on schedule with performance standards. Explanation(s) required below: (Separate lines as appropriate.)	
		<b>ADD</b>
		<b>DEL</b>
<b>23. Performance Accomplishments Correlated to Reported Expenses:</b>		<b>Add - Delete</b>
<input type="checkbox"/>	Performance is consistent with grant-to-date expected services and expenditures/earnings.	
<input type="checkbox"/>	Performance is not consistent with grant-to-date expected services and expenditures/earnings. Explanation(s) required below: (Separate lines as appropriate.)	
		<b>ADD</b>
		<b>DEL</b>

<b>GRANTEE CERTIFICATION (2 CFR 200.415)</b>	
By signing [authorizing] this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the [related] expenditures, disbursements, cash receipts and reported performance are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).	
<b>24. Name and Title of Authorized Individual from Grantee Organization:</b>	<b>25. Phone Number</b>
	<b>26. Email Address:</b>
<b>STATE AGENCY USE ONLY</b>	
<b>27. Name and Title of State Agency PPR Approver:</b>	<b>28. Date Received:</b>
	<b>28. Date Approved:</b>





## STATE OF ILLINOIS PERIODIC FINANCIAL REPORT

### Periodic Financial Report (PFR) Instructions

The Periodic Financial Report (PFR) is a standard, uniform statewide financial reporting format used by all state agencies to collect financial information from recipients of state grant awards. Unless statutorily exempt as documented in the Catalog of State Financial Assistance and the Uniform Grant Agreement (UGA), all grant awards are subject to periodic financial reporting.

General instructions for completing the PFR are contained below. **PLEASE READ ALL INSTRUCTIONS BEFORE COMPLETING THE PFR.** Please contact the state agency's point of contact specified in the "State Agency Contacts" section of your UGA if additional support is needed completing the PFR.

#### Report Submission

1. The grantee must submit the PFR and any forms required by the awarding state agency as specified in the UGA. State awarding agencies have discretion to add to or supplement the PFR as necessary.
2. The PFR must be submitted to the attention of the state agency's points of contact specified in the "State Agency Contacts" section of your UGA in accordance with the requirements established in the award document.

#### Reporting Requirements

1. Unless statutorily exempt as documented in the Catalog of State Financial Assistance and the UGA, all grant awards are required to submit a PFR in accordance with the terms established in the UGA.
2. The Category / Program Expenses or line items of the PFR template should correspond to the current, approved grant budget. All program-specific line items included in the approved budget should be included in the PFR.
3. Use "N/A" for Not Applicable if a data field in Sections (a) through (w) is not relevant to the grant agreement (e.g., Program Income). Terms of the UGA dictate if a field is relevant.
4. The frequency of the PFR is specified in the Notice of Funding Opportunity (NOFO) and the UGA. The PFR must be submitted within the specified time frames. A submittal will be considered "late" if it is more than 15 calendar days past the due date or the date specified by the State agency's JCAR Rules (including approved extensions.)
5. 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>.)
6. A final PFR shall be required at the completion of the grant term. For final PFRs, the reporting period end date shall be the end date of the project / grant award.
7. A separate consolidated year-end financial report traced to the organization's financial statement is also required. The Consolidated Year-end Financial Report is inclusive of all State of Illinois funding received by the grantee organization. A separate reporting template and instructions are provided for consolidated year-end reporting.



**STATE OF ILLINOIS  
PERIODIC FINANCIAL REPORT**

Section	Data Element	Section Instruction for PFR
	<b>State Agency/Grantor</b>	State Awarding Agency Name.
(a)	<b>Grantee Name</b>	Enter the name of the grantee as exactly stated in the UGA.
(b)	<b>Grant Number</b>	Number assigned by the state awarding agency to the grant award and specified in the UGA.
(c)	<b>CSFA</b>	Number assigned through the Catalog of State Financial Assistance.
(d)	<b>CFDA(s)</b>	Enter the Catalog of Federal Domestic Assistance (CFDA) number(s) as stated in the UGA. If the program is funded by more than one CFDA, list each CFDA number.
(e)	<b>Appropriation Number(s) (State Agency Use Only)</b>	(For State Agency Use Only) Enter the 16 digit State Appropriation code(s) that fund the grant.
(f)	<b>FEIN Number</b>	Enter the grantee's Federal Employer Identification Number provided by the Internal Revenue Service.
(g)	<b>DUNS</b>	Enter the grantee's Dun and Bradstreet number.
(h)	<b>Program Name and/or Code</b>	Enter the program name and / or code exactly stated in the UGA.
(i)	<b>Date Prepared</b>	Enter date PFR was developed and submitted by the grantee to the awarding state agency.
(j)	<b>Agreement Period</b>	Indicate the start and end date established in the UGA. This may span multiple years, based on the terms of the UGA.
(k)	<b>Report Period</b>	Enter the start and ending date of the reporting period. The reporting frequency is specified in the UGA.
(l)	<b>Final Report for Award Period</b>	Mark the box to identify this PFR is the final report required for the Agreement Period specified in Section (j).
(m)	<b>No changes from prior reporting period and/or No new expenses</b>	Mark the box if there are no changes from the prior reporting period and/or no new expenses.
(n)	<b>Indirect Cost Rate</b>	Enter the Indirect Cost Rate percentage (%) as accepted by your State Cognizant Agency for indirect cost reimbursement on this particular award. (Example: 10%) - If no indirect cost reimbursement is requested please enter 0%
(o)	<b>Approved Indirect Cost Rate Base</b>	Enter the Indirect Cost Base description as accepted by your State Cognizant Agency for indirect cost reimbursement on this particular award. (Example: Modified Total Direct Costs - MTDC) - If no indirect cost reimbursement is requested please enter N/A.
(p)	<b>Program Restrictions</b>	Based on the UGA, select "Yes" or "No" to indicate if there are funding-related program restrictions that will be monitored.
(q)	<b>List of Restrictions</b>	Specify the program restriction(s) if Section (p) was marked "Yes".
(r)	<b>Mandatory Match %</b>	If the UGA includes a mandatory match, select "Yes" and identify percentage in the field provided. If the UGA does not include a mandatory match, select "No".
(s)	<b>Specify Match</b>	Specify the match percentage if Section (r) was marked "Yes".



**STATE OF ILLINOIS  
PERIODIC FINANCIAL REPORT**

Section	Data Element	Section Instruction for PFR
(t)	<i>Program Income (Award to Date)</i>	Enter the cumulative amount of grant program income earned to date including current reporting period. Apply agency policy if required to include program income under budget to actual reporting.
(u)	<i>Program Income (In current reporting period)</i>	Enter the amount of grant program income earned during the current reporting period.
(v)	<i>Interest Earned (Award to Date)</i>	Enter the cumulative amount of grant interest earned to date including current reporting period.
(w)	<i>Interest Earned (In current reporting period)</i>	Enter the amount of grant interest earned during the current reporting period.
(x)	<i>Category / Program Expenses</i>	Enter all current and approved line items as exactly stated within the current, approved grant budget. All program expenses must align with specified line items.
(y)	<i>Current Approved Budget (Enter this item first for every Category/Program Expense)</i>	Enter the most current, approved budget amount for each program expense line item.
	<i>Approved Budget</i>	
(u)	<i>Remaining Balance Available</i>	AUTO CALCULATED: Approved Budget for the line item minus Post Adjustment Grant Expenses (Award to Date)
	<i>Expend %</i>	AUTO CALCULATED: Post Adjustment Grant Expenses (Award to Date) divided by Approved Budget for the line item.
(z)	<i>Grant Expenditures</i>	
	<i>Current Period Grant Expense</i>	Enter the amount of expenditures for each line item being reported as expenditures for this award during the period identified in Section (k).
	<i>Prior Approved Grant Expenses</i>	Enter the amount of expenses by line item reported and approved for this line item prior to this reporting period.
	<i>Grant Expense Adjustment</i>	Enter any adjustments / corrections needed to restate expenditures reported in a prior period.
	<i>Post Adjustment Grant Expenses (Award to Date)</i>	AUTO CALCULATED: Sum of Current Period Grant Expenses, Prior Approved Grant Expenses and Adjustments
(aa)	<i>Current Period Match</i>	Enter amount of cash and in-kind contributions to the grant program for the current reporting period's match requirements. See 2 CFR 200.306.
	<i>Cash</i>	Enter amount of cash contributed to the grant program for the current reporting period.
	<i>In-Kind</i>	Enter value of non-cash contributions to the grant program for the current reporting period.
	<i>Total</i>	AUTO CALCULATED: Total of Cash and In-kind contributions to the grant program in the current reporting period.
(bb)	<i>Total Match (Award to Date)</i>	Enter prior reporting period Total match based on the Previous PFR (Prior Award to Date) plus Total of Current Period Match for the grant program.
(cc)	<i>Total Direct Expenses</i>	AUTO CALCULATED: Sum of the line entries in each column for section (y), (z), (aa) and (bb).
(dd)	<i>Indirect Costs</i>	Enter computed indirect costs based on Sections (n) and (o).
(ee)	<i>Total Expenditures</i>	AUTO CALCULATED: Total Direct Expenses plus Indirect Costs.



**STATE OF ILLINOIS  
PERIODIC FINANCIAL REPORT**

Section	Data Element	Section Instruction for PFR (continued)
	Grantee Certification (2 CFR 200.415)	Federal Uniform Guidance (2 CFR 200.415) requires an authorized grantee representative to certify the accuracy of the information provided in the PFR
(ff)	Name and Title of Authorized Grantee Representative	Enter the name and title of the grantee representative certifying the PFR. This individual must be authorized to represent the grantee in this capacity.
(gg)	Date Submitted	Enter the date the Authorized Grantee Representative submitted the PFR.
(hh)	Email	Enter the email address of the Authorized Grantee Representative certifying the PFR.
(ii)	Telephone Number	Enter the phone number of the Authorized Grantee Representative certifying the PFR.
(jj)	Name and Title of State Agency Authorized Individual	State agency representative authorized to review and approve PFR.
(kk)	Date Received	Date the state agency representative received the submitted PFR.
(ll)	Date Approved	Date the state agency representative authorized approves the PFR.



**STATE OF ILLINOIS  
PERIODIC FINANCIAL REPORT**

<b>(a)</b> Grantee Name	<b>(b)</b> Grant Number	<b>(c)</b> CSFA	<b>(d)</b> CFDA(s)	<b>(e)</b> Appropriation Number(s) (State Agency Use Only)
<b>(f)</b> FEIN Number	<b>(g)</b> DUNS			
<b>(i)</b> Agreement Period thru	<b>(h)</b> Program Name and/or Code			
<b>(j)</b> Indirect Cost Rate:	<b>(k)</b> Report Period July 1 or Start Date thru June 30	<b>(l)</b> Final Report for Award Period	<b>(m)</b> No changes from prior reporting period and/or No new expenses <input type="checkbox"/>	
<b>(n)</b> Program Restrictions:	<b>(o)</b> Approved Indirect Cost Base:			
<b>(p)</b> Mandatory Match %:	<b>(q)</b> List of Restrictions:			
<b>(r)</b> Program Income (Award to Date) (u) Program Income (In current reporting period) (v) Interest earned (Award to Date) (w) Interest earned (In current reporting period)	<b>(s)</b> Specify Match:			
\$0.00	\$0.00			

(x) Category/Program Expenses	(y) Current Approved Budget			(z) Grant Expenditures			(aa) Current Period Match			(bb) Total Match (Award to Date)	Add/ Delete Row	
	Approved Budget	Remaining Balance Available	Expend %	Current Period Grant Expense	Prior Approved Grant Expenses	Grant Expense Adjustment	Post-Adjustment Grant Expenses (award to date)	Cash	In-kind			Total
For July 1 status reports only, dollar amount of incurred cost from July 1 of previous year to present. Incurred costs represent actual payment made by the grantee that have not yet been billed to the State. If you received advance payment, don't include the amount of the advance payment and/or grantee's match of the advance payment.			0.00									
<b>(cc) TOTAL DIRECT EXPENSES</b>			0.00									
<b>(dd) Indirect Costs</b>			0.00									
<b>(cc) TOTAL EXPENDITURES</b>			0.00									



**STATE OF ILLINOIS  
PERIODIC FINANCIAL REPORT**

**GRANTEE CERTIFICATION (2CFR 200.415)**

By signing [authorizing] this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the [related] expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

**(ff) Name and Title of Authorized Grantee Representative:**

**(gg) Date Submitted:**

**(hh) E-mail:**

**(ii) Telephone Number:**

**STATE AGENCY USE ONLY**

**(jj) Name and Title of State Agency Individual Authorized to Approve Report:**

**(kk) Date Received:**

**(ll) Date Approved:**

# UNIFORM APPLICATION FOR STATE GRANT ASSISTANCE

## Applicant Completed Section

### Applicant Information

16. Legal Name (Name used for Data Universal Number System (DUNS) registration and grantee pre-qualification):

Kendall County Forest Preserve District

17. Common Name (Doing Business As-DBA): Kendall County Forest Preserve District

18. Employer/Taxpayer Identification Number (EIN, TIN): 38-6006598

19. Organizational Data Universal Number System (DUNS) Number: 079859610

20. Federal System for Award Management Commercial And Government Entity Code (SAM Cage Code): 7MJZ2

21. Business Address:

Street: 110 W. Madison Street

City: Yorkville

State: IL County: Kendall

Zip+4: 60560-1465

### Applicant's Organization Unit

22. Department Name: Administration

23. Division Name:

### Applicant's Name and Contact Information for Person to be Contacted for Program Matters Involving this Application

24. First Name: David 25. Last Name: Guritz 26. Suffix: Mr.

27. Title: Executive Director

28. Organizational Affiliation: Kendall County Forest Preserve District

29. Telephone Number: 830-553-4131 30. Fax Number: 830-553-4023

31. E-mail Address: dguritz@co.kendall.il.us

### Applicant's Name and Contact Information for Person to be Contacted for Business/Administrative Office Matters Involving this Application

32. First Name: Laura 33. Last Name: Ross Stuart 34. Suffix: Ms.

35. Title: Grants Coordinator

36. Organizational Affiliation: Charles H Schrader & Associates, Inc.

37. Telephone Number: 630-334-8029 38. Fax Number:

39. E-mail Address: lrp@aol.com

### Areas Affected

40. Areas Affected by the Project (cities, counties, state-wide):

Kendall County, Yorkville, Illinois

41. Legislative and Congressional Districts of Applicant:  
US Congressional Districts 11 & 14; Illinois Senate Districts 25, 42, 49 and 38; Illinois House of Representative Districts 50, 84, 97 and 75

42. Legislative and Congressional Districts of Program/Project:

IL Legislative (Senate) District: 38; IL Representative District: 75; US Congressional District 14

# UNIFORM APPLICATION FOR STATE GRANT ASSISTANCE

## Applicant's Project

43. Description Title of Applicant's Project (Text only for the Title of the Applicant's Project):

Fox River Bluffs Forest Preserve Horse and Hike

44. Proposed Project Term:

Start Date: June 1, 2019

End Date: June 30, 2020

45. Estimated Funding (Include all that apply):

<input checked="" type="checkbox"/> Amount Requested from the State:	<u>\$177,100.00</u>
<input checked="" type="checkbox"/> Applicant Contribution (e.g., in kind, matching):	<u>\$44,374.00</u>
<input type="checkbox"/> Local Contribution:	_____
<input type="checkbox"/> Other Source of Contribution:	_____
<input type="checkbox"/> Program Income:	_____

**Applicant Certification:**

By signing this application, I certify (1) to the statements contained in the list of certifications\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil or administrative penalties. (U.S. Code, Title 218, Section 1001)

(\* The list of certification and assurances, or an internet site where you may obtain this list is contained in the Notice of Funding Opportunity.

I Agree

## Authorized Representative

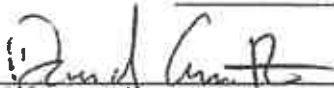
46. First Name: David 47. Last Name: Guritz 48. Suffix: Mr.

49. Title: Executive Director

50. Telephone Number: 630-553-4131 51. Fax Number: 630-553-4023

52. E-mail Address: \_\_\_\_\_

53. Signature of Authorized Representative:



February 20, 2018

Date Signed - Authorized Representative:



# Recreational Trails Program

# Form RT/DOC-1

## General Project Information (Please Type or Print in Ink)

1. **Project Title:** Fox River Bluffs Forest Preserve - Horse and Hike

2. **Applicant (Sponsor) Legal Name:** Kendall County Forest Preserve District

**Applicant Executive Officer**

Name: David Guritz  
Title: Executive Director  
Address: 110 W. Madison Street  
City, State, Zip: Yorkville, IL 60560  
Phone #: 630-553-4131  
Email Address: dguritz@co.kendall.il.us

**Applicant Contact Person**

Name: Laura Ross Stuart  
Title: Grants Coordinator  
Address: 2S 648 Deerpath Road  
City, State, Zip: Batavia, IL 60510  
Phone #: 630-879-2084  
Email Address: lrfo@aol.com

3. **Trail Project Type:** (Indicate primary trail use)

<input type="checkbox"/> Bicycle	<input type="checkbox"/> Snowmobile
<input checked="" type="checkbox"/> Mountain Bikes	<input type="checkbox"/> Off-Highway Vehicle (OHV)
<input checked="" type="checkbox"/> Hiking/Cross-Country Skiing	<input type="checkbox"/> Water Trail
<input checked="" type="checkbox"/> Equestrian	<input type="checkbox"/> Other: _____

**Other permitted, secondary trail uses:**

<input checked="" type="checkbox"/> Bicycle / Mountain Bikes	<input checked="" type="checkbox"/> Equestrian	<input checked="" type="checkbox"/> Hiking
<input type="checkbox"/> OHV	<input type="checkbox"/> Snowmobile	<input type="checkbox"/> Cross-country Skiing
<input type="checkbox"/> Other: _____		

4. **Project Type:**

<input type="checkbox"/> Acquisition	<input type="checkbox"/> Rehabilitation / Restoration
<input checked="" type="checkbox"/> Development (includes trail signage)	<input type="checkbox"/> Maintenance/Grooming of Trails
<input type="checkbox"/> Development with land donation	<input type="checkbox"/> Equipment
<input type="checkbox"/> Education	

5. **Intended Use**

<input type="checkbox"/> Motorized Use	<input type="checkbox"/> Combination of Motor-Nonmotorized
<input checked="" type="checkbox"/> Nonmotorized Use	<input type="checkbox"/> Combination of Motorized Uses
	<input type="checkbox"/> Combination of Nonmotorized Uses

6. **Concise Description of the Proposed Project:** (USE ALLOCATED SPACE ONLY, DO NOT ATTACH ADDITIONAL SHEETS)  
(Be sure to indicate proposed project trail length, width & surface material)

RTP funding will be used to for the initial development of a multi-use 1.05-mile trail-loop and spur with a crushed limestone surface at Fox River Bluffs Forest Preserve (FRB) near Yorkville, Illinois. Fox River Bluffs is a 166-acre forest preserve acquired in 2015 with support from an OSLAD/LWCF \$750K grant, and \$600K grant from the Illinois Clean Energy Community Foundation. FRB is located along the Fox River Corridor between Hoover Forest Preserve and Silver Springs State Park. The proposed trail aligns with CMAP and local long-term planning goals for establishing the Fox River Regional Trail system in Kendall County, the Chicago Wilderness Oak Ecosystem Recovery Plan, and the public access and restoration plan for Fox River Bluffs Forest Preserve. Completion of the trail and complementary plan for restoration will provide the infrastructure needed to provide public access, establish the preserve's core prairie burn unit, and enable grounds maintenance and contractor access to begin restoration work within the preserve's bluff and ravine high-quality oak woodlands. Laura Stuart, Grants Coordinator for the Kendall County Forest Preserve District reviewed this project with Kelly Larimore, Grant Administrator with the IDNR on February 16, 2018.

CMAP = Chicago Metropolitan Agency for Planning

# Recreational Trails Program

General Project Information (Please Type or Print in Ink)

## Form RT/DOC-1

Continued page 2

7. Project Costs:	<b>Land Acquisition Costs:</b> (complete & attach Form RT/DOC-2) (include relocation costs, appraisal fees & survey fees, as applicable)	\$	
	<b>Development / Equipment Costs:</b> (complete & attach Form RT/DOC-3) (New Construction and Rehab)	\$	221,474.00
	<b>Restoration Costs:</b> (complete & attach Form RT/DOC-3)	\$	
	<b>Maintenance / Trail Groomer:</b> (complete & attach Form RT/DOC-3)	\$	
	<b>TOTAL PROJECT COSTS:</b>	\$	221,474.00
	<b>GRANT FUNDS REQUESTED:</b>	\$	177,100.00

8. Project Location: Kendall Fox  
(County / Counties) (Township / Townships)

9. For Project Site: IL Legislative (Senate) District: 38 IL Representative District: 75  
US Congressional District: 14

10. Miles of Trails Constructed / Improved with this Project: 1.05

11. Miles of Trail Directly Linked with Proposed Project: Future

12. Population Within Sponsor's Jurisdiction (Local Government Applicants Only): 119,348

13. Source(s) of Initial Project Funding & Match Funding: Note: Illinois Recreational Trails Grant Programs operate on a reimbursement basis. Project sponsor must initially finance 100% of the project costs after DNR grant approval.

<input type="checkbox"/> General Funds	<input type="checkbox"/> Non-Referendum Bonds	<input checked="" type="checkbox"/> Referendum Bonds
<input type="checkbox"/> Donations (specify):		
<input type="checkbox"/> Other Federal or State Funds (specify):		
<input type="checkbox"/> Other (specify):	<u>2007 Capital Referendum Bond Funds</u>	

14. List any other prior state or federal funds involved in the proposed project facility or site. (list applicable project numbers and status):

# Recreational Trails Program

General Project Information (Please Type or Print in Ink)

Form RT/DOC-1

Continued page 3

15. **Project Termini:** Please describe the locations of all termini for the trail project for which you are seeking grant assistance. (For example: The Trail project's two proposed termini are Fifth & Main Streets and the County Park parking lot)

This proposed project is entirely located within the boundaries of the Fox River Bluffs Forest Preserve.

16. Does this project link to, or is it an integral part of any other trail(s)? (Check One)

Yes  
 No

If yes, provide the names of trails and explain relationship. Please reflect this information on maps in form # 3 of this application.

Fox River Bluffs Forest Preserve is identified in the Kendall County Regional Trails Plan as part of the Fox River Trail System, a State and Nationally Identified Priority Trail System. Completion of the Fox River Trail System is included within the KCFPD Master Plan; Kane-Northern Kendall County CMAP Regional Trail Plan, and the Statewide Comprehensive Outdoor Recreation Plan priorities.

17. Provide excerpt(s) / reference(s) from local, regional or State Trail/Recreation Plan that justifies or identifies the proposed project as a priority.

18. Complete Form RT/DOC-4, Narrative Statement to provide a brief/concise description of the proposed project.

- Local Government Applicants:** If this project will *initially* establish a trail within a linear corridor, a **public hearing** must be held to discuss the project and solicit public comments. If your project meets this criteria, provide the following:

Date the hearing was advertised in a local newspaper: February 1, 2018

Date of the public hearing: February 15, 2018

Were **negative** comments received: Yes \_\_\_ No

**NOTE:** Minutes of the public hearing must be submitted to IDNR at time of application.

# Recreational Trails Program

(Please Type or Print in Ink)

## Form RT/DOC-3

### Development/Equipment Purchase Data

Applicant (Sponsor) Legal Name: Kendall County Forest Preserve District  
 Project Title: Fox River Bluffs Forest Preserve - Horse and Hike

1. (Proposed Development Costs) Kendall County Forest Preserve District

Development / Equipment purchase Items	Quantity	Construction Method	
		Cost Estimate	(see below)
Site Preparation and Grading	1.00	65,818.41	C-FA
ADA and Equestrian Vehicular Asphalt Paving, Striping, and Sign	1.00	6,302.00	C-FA
Soil Erosion and Control Measures	1.00	18,900.82	C
Turf Grass w/ Blanket	1.00	13,121.80	C
Undercut and PGE	1.00	8,925.00	C
Limestone Screen Trail Surfacing	1.00	90,877.80	C
A/E Design Fees	1.00	23,729.40	C

Please read Buy America Guidance on Appendix A-4 before completing this form. TOTAL COST \$ 221,474.43

- C - Bid Contract
- FA - Force Account Labor
- DM - Donated Material
- DL - Donated Labor
- O - Other

NOTE: The value of donated materials and labor are not eligible for reimbursement. They are eligible to be used as matching funds (labor for governmental units only).

NOTE: Contingency Costs are NOT Allowable -- do not include in the budget.

2. Provide a quarterly expenditure schedule for the grant funds to the best of your knowledge or ability. Use quarterly time increments. Example: Year 1, Quarter 1 = \$10K (engineering fees). The project sponsor is not bound to this schedule and revisions can be made during the course of the project as necessary.  
 1) Y1/Q1: \$18,950.00; 2) Y1/Q2: \$142,200.00; 3) Y1/Q3: \$15,950.00 (1-year construction schedule attached, with the goal of completing the project within the first 9-months following award).
3. As applicable, attach a copy of the deed(s) showing proof of ownership or a copy of the lease agreement. (If the deed is less than Warranty such as Trustess or Quit Claim Deed, Title Insurance is REQUIRED.)

# Recreational Trails Program

# Form RT/DOC-1

## General Project Information (Please Type or Print in Ink)

1. **Project Title:** Fox River Bluffs Forest Preserve - Horse and Hike

2. **Applicant (Sponsor) Legal Name:** Kendall County Forest Preserve District

**Applicant Executive Officer**

Name: David Guritz  
Title: Executive Director  
Address: 110 W. Madison Street  
City, State, Zip: Yorkville, IL 60560  
Phone #: 630-553-4131  
Email Address: dguritz@co.kendall.il.us

**Applicant Contact Person**

Name: Laura Ross Stuart  
Title: Grants Coordinator  
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City, State, Zip: Batavia, IL 60510  
Phone #: 630-879-2084  
Email Address: lrfo@aol.com

3. **Trail Project Type:** (Indicate primary trail use)

<input type="checkbox"/> Bicycle	<input type="checkbox"/> Snowmobile
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<input checked="" type="checkbox"/> Hiking/Cross-Country Skiing	<input type="checkbox"/> Water Trail
<input checked="" type="checkbox"/> Equestrian	<input type="checkbox"/> Other: _____

**Other permitted, secondary trail uses:**

<input checked="" type="checkbox"/> Bicycle / Mountain Bikes	<input checked="" type="checkbox"/> Equestrian	<input checked="" type="checkbox"/> Hiking
<input type="checkbox"/> OHV	<input type="checkbox"/> Snowmobile	<input type="checkbox"/> Cross-country Skiing
<input type="checkbox"/> Other: _____		

4. **Project Type:**

<input type="checkbox"/> Acquisition	<input type="checkbox"/> Rehabilitation / Restoration
<input checked="" type="checkbox"/> Development (includes trail signage)	<input type="checkbox"/> Maintenance/Grooming of Trails
<input type="checkbox"/> Development with land donation	<input type="checkbox"/> Equipment
<input type="checkbox"/> Education	

5. **Intended Use**

<input type="checkbox"/> Motorized Use	<input type="checkbox"/> Combination of Motor-Nonmotorized
<input checked="" type="checkbox"/> Nonmotorized Use	<input type="checkbox"/> Combination of Motorized Uses
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CMAP: Chicago Metropolitan Agency for Planning

**Recreational Trails Program**  
**General Project Information (Please Type or Print in Ink)**

**Form RT/DOC-1**  
 Continued page 2

<b>7. Project Costs:</b>	<b>Land Acquisition Costs:</b> (complete & attach Form RT/DOC-3) (include relocation costs, appraisal fees & survey fees, as applicable)	\$ _____
	<b>Development / Equipment Costs:</b> (complete & attach Form RT/DOC-3) (New Construction and Rehab)	\$ <u>221,474.00</u>
	<b>Restoration Costs:</b> (complete & attach Form RT/DOC-3)	\$ _____
	<b>Maintenance / Trail Groomer:</b> (complete & attach Form RT/DOC-3)	\$ _____
	<b>TOTAL PROJECT COSTS:</b>	\$ <u>221,474.00</u>
	<b>GRANT FUNDS REQUESTED:</b>	\$ <u>177,100.00</u>

**8. Project Location:** Kendall Fox  
 (County / Counties) (Township / Townships)

**9. For Project Site:** IL Legislative (Senate) District: 38 IL Representative District: 75  
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**12. Population Within Sponsor's Jurisdiction (Local Government Applicants Only):** 119,348

**13. Source(s) of Initial Project Funding & Match Funding:**

Note: Illinois Recreational Trails Grant Programs operate on a reimbursement basis. Project sponsor must initially finance 100% of the project costs after DNR grant approval.

General Funds     
  Non-Referendum Bonds     
  Referendum Bonds  
 Donations (specify): \_\_\_\_\_  
 Other Federal or State Funds (specify): \_\_\_\_\_  
 Other (specify): 2007 Capital Referendum Bond Funds

**14. List any other prior state or federal funds involved in the proposed project facility or site. (list applicable project numbers and status):**

# Recreational Trails Program

General Project Information (Please Type or Print in Ink)

Form RT/DOC-1

Continued page 3

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Date the hearing was advertised in a local newspaper: February 1, 2018

Date of the public hearing: February 15, 2018

Were negative comments received: Yes \_\_\_ No

**NOTE:** Minutes of the public hearing must be submitted to IDNR at time of application.

**Recreational Trails Program**  
(Please Type or Print in Ink)

**Form RT/DOC-3**

**Development/Equipment Purchase Data**

Applicant (Sponsor) Legal Name: Kendall County Forest Preserve District

Project Title: Fox River Bluffs Forest Preserve - Horse and Hike

1. (Proposed Development Costs)

Kendall County Forest Preserve District

Development / Equipment purchase items	Quantity	Construction Method	
		Cost Estimate	(see below)
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Undercut and PGE	1.00	6,325.00	C
Limestone Screen Trail Surfacing	1.00	90,877.80	C
A/E Design Fees	1.00	23,729.40	C

Please read Buy America Guidance on Appendix A-4 before completing this form. TOTAL COST \$ 221,474.43

C – Bid Contract  
FA – Force Account Labor  
DM – Donated Material  
DL – Donated Labor  
O – Other

NOTE: The value of donated materials and labor are not eligible for reimbursement. They are eligible to be used as matching funds (labor for governmental units only).

NOTE: Contingency Costs are NOT Allowable – do not include in the budget.

- Provide a quarterly expenditure schedule for the grant funds to the best of your knowledge or ability. Use quarterly time increments. Example: Year 1, Quarter 1 = \$10K (engineering fees). The project sponsor is not bound to this schedule and revisions can be made during the course of the project as necessary.  
1) Y1/Q1: \$18,950.00; 2)Y1/Q2: \$142,200.00; 3) Y1/Q3: \$15,950.00 (1-year construction schedule attached, with the goal of completing the project within the first 9-months following award).
- As applicable, attach a copy of the deed(s) showing proof of ownership or a copy of the lease agreement. (If the deed is less than Warranty such as Trustees or Quit Claim Deed, Title Insurance is REQUIRED.)





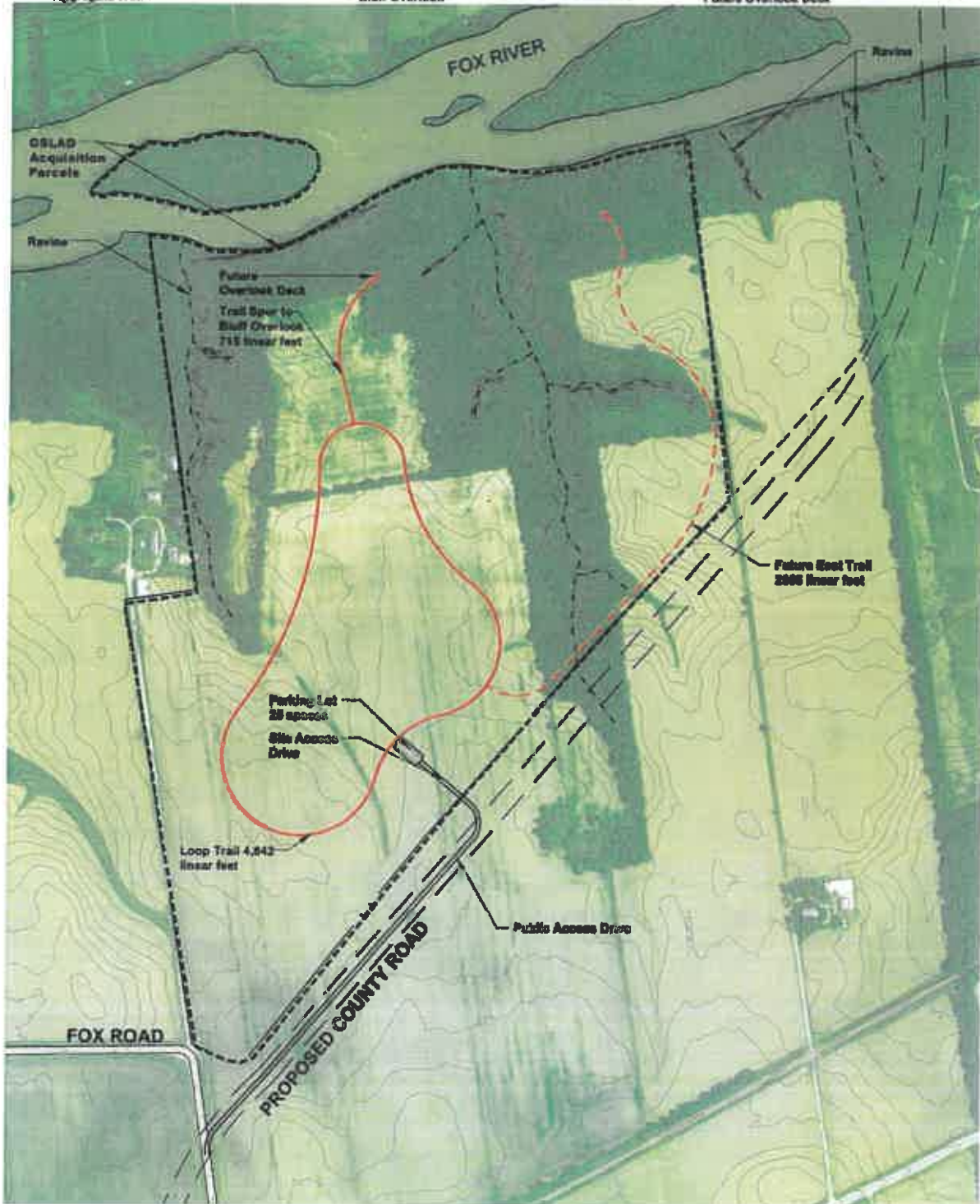
Aggregate Trail



Bluff Overlook



Future Overlook Deck



**Kendall County Forest Preserve District  
Fox River Bluff**

Project: **RTP 19-155**

MSP CONSULTATION  
This project boundary or development map is  
certified to be correct to the best of my knowledge.

Date: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
FOR CIVIL USE: \_\_\_\_\_





**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

State Agency: Illinois Department of Natural Resources

Organization Name: Kendall County Forest Preserve District

Data Universal Number System (DUNS) Number (enter numbers only) : 079859610

Notice of Funding Opportunity (NOFO) Number: 1154-398

Catalog of State Financial Assistance (CSFA) Number: 422-11-1154

CSFA Short Description: Recreational Trails Program

Section A: **State of Illinois Funds**

Fiscal Year: 2018-2019

REVENUES			Total Revenue
State of Illinois Grant Requested		\$	177,100.00
Budget Expenditure Categories			Total Expenditures
1. Personnel (Salary and Wages)	OMB Uniform Guidance Federal Awards Reference 2 CFR 200	\$	
2. Fringe Benefits	200.430	\$	
3. Travel	200.431	\$	
4. Equipment	200.474	\$	
5. Supplies	200.439	\$	
6. Contractual Services and Subwards	200.94	\$	
7. Consultant (Professional Service)	200.318 & 200.92	\$	
8. Construction	200.459	\$	
9. Occupancy (Rent and Utilities)		\$	177,100.00
10. Research and Development (R&D)	200.465	\$	
11. Telecommunications	200.67	\$	
12. Training and Education		\$	
13. Direct Administrative Costs	200.472	\$	
14. Miscellaneous Costs	200.413 (e)	\$	
15. A. Grant Exclusive Line Item(s)		\$	
15. B. Grant Exclusive Line Item(s)		\$	
16. Total Direct Costs (add lines 1-15)		\$	177,100.00
17. Total Indirect Costs		\$	
Rate %:			
Base:			
18. Total Costs State Grant Funds (Lines 16 and 17) MUST EQUAL REVENUE TOTALS ABOVE		\$	177,100.00

Instructions found at end of document.

GOMBGATU-5002-(R-02-17)



**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

Organization Name: Kendall County Forest Preserve District

NOFO Number: 1154-398

**SECTION A - Continued - Indirect Cost Rate Information**  
If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options

1. Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. NOTE: (If this option is selected, please, provide basic Negotiated Indirect Cost Rate Agreement in area designated below.)

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis;  
 b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or  
 c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity for Restricted Rate Programs).

2a. Our Organization currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year [2 CFR 200, Appendix IV(C)(2)(c)]. NOTE: (If this option is selected, please provide basic Indirect Cost Rate Information in area designated below.)

2b. Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than three (3) months after the effective date of the State award [2 CFR 200 Appendix (C)(2)(b)]. The initial ICRP will be sent to the State of Illinois Indirect Cost Unit. Note: (Check with you State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated.)

3. Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards [2 CFR 200.414 (C)(4)(f) and 200.68.] [Note: Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.]

4. For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:  
 is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or  
 complies with other statutory policies.

The Restricted Indirect Cost Rate is: \_\_\_\_\_ %  
 5. No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements.)

**Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)**

Period Covered by NICRA: From: \_\_\_\_\_ To: \_\_\_\_\_ Approving Federal or State Agency: \_\_\_\_\_  
 Indirect Cost Rate: \_\_\_\_\_ % The Distribution Base is: \_\_\_\_\_



**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

Organization Name: Kendall County Forest Preserve District  
 Section B: **Non-State of Illinois Funds**

NOFO Number: 1154-388

Fiscal Year: 2018-2019

REVENUES		Total Revenue
Grantee Match Requirement %:	20	
b) Cash	(Agency to Populate)	\$ 45,374.43
c) Non-Cash		\$
d) other Funding and Contributions		\$
<b>Total Non-State Funds (lined b through d)</b>		<b>\$ 45,374.43</b>
<b>Budget Expenditure Categories</b>		
<b>OBS Uniform Guidance Federal Awards Reference 2 CFR 200</b>		
1. Personnel (Salaries and Wages)	200.430	\$
2. Fringe Benefits	200.431	\$
3. Travel	200.474	\$
4. Equipment	200.439	\$
5. Supplies	200.94	\$
6. Contractual Services and Subwards	200.318 & 200.82	\$
7. Consultant (Professional Services)	200.459	\$ 23,729.40
8. Construction		\$ 20,645.03
9. Occupancy (Rent and Utilities)	200.465	\$
10. Research and Development (R&D)	200.87	\$
11. Telecommunications		\$
12. Training and Education	200.472	\$
13. Direct Administrative Costs	200.413 (c)	\$
14. Miscellaneous Costs		\$
15. A. Grant Exclusive Line Item(s)		\$
15. B. Grant Exclusive Line Item(s)		\$
16. Total Direct Costs (add lines 1-15)	200.413	\$ 44,374.43
17. Total Indirect Costs	200.414	\$
Rate %:		\$
Base:		\$
18. Total Costs State Grant Funds (Lines 16 and 17)		\$ 44,374.43
<b>MUST EQUAL REVENUE TOTALS ABOVE</b>		





**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

Organization Name: <u>Kendall County Forest Preserve District</u>	NOFO Number: <u>1154-368</u>
Data Universal Number System (DUNS) Number (enter numbers only) : <u>0798859610</u>	Fiscal Year: <u>2018-2019</u>
Catalog of State Financial Assistance (CSFA) Number: <u>422-11-1154</u>	CSFA Short Description: <u>Recreational Trails Program</u>

**By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).**

Kendall County Forest Preserve District Institution/Organization Name:	Kendall County Forest Preserve District Institution/Organization Name:
Treasurer	Executive Director
Title (Chief Financial Officer or equivalent):	Title (Executive Director or equivalent):
Jill Fertio	David Guritz
Printed Name (Chief Financial Officer or equivalent):	Printed Name (Executive Director or equivalent):
Signature (Chief Financial Officer or equivalent):	Signature (Executive Director or equivalent):
February 26, 2018	February 26, 2018
Date of Execution (Chief Financial Officer):	Date of Execution (Executive Director):

**Note:** The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter into contractual agreements on the behalf of the organization.



**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

**6) Contractual Services (2 CFR 200.316) & Subawards (200.92)**

Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole contracts in excess of \$150,000 (See 2 CFR 200.86). NOTE : this budget category may include subawards. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

Please also note the differences between subaward, contract, and contractor (vendor):

- 1) Subaward (200.92) means an award provided by a pass-through entity to a sub-recipient for the sub-recipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.
- 2) Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.
- 3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides supplies, expendable materials, or data processing services in support of the project activities.

Item	Contractual Services Cost	Add/Deletes Rows
State Total		Add Delete
Architect & Engineer Design Fees	\$23,729.40	Add Delete
Non-State Total	\$23,729.40	
Total Contractual Services	\$23,729.40	
Contractual Services Narrative (State):		
Contractual Services Narrative (Non-State): (i.e. "Match" or "Other Funding")		
Architect & Engineering Design Fees for development of bid documents and construction project oversight.		



**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

**8). Construction**

Provide a description of the construction project and an estimate of the costs. As a rule, construction costs are not allowable unless with prior written approval. In some cases, minor repairs or renovations may be allowable. Consult with the program office before budgeting funds in this category. Estimated construction costs must be supported by documentation including drawings and estimates, formal bids, etc. As with all other costs, follow the specific requirements of the program, the terms and conditions of the award, and applicable regulations.

Purpose	Description of Work	Construction Cost	Add/Delete Rows	
			Add	Delete
Trail Construction & ADA Parking Improvements	Site prep, excav, grading, limestone; asphalt piking.	\$177,100.00		
	State Total	\$177,100.00		
Trail Construction & ADA Parking Improvements	Site prep, excav, grading, limestone; asphalt piking.	\$20,645.03		
	Non-State Total	\$20,645.03		
	Total Construction	\$197,745.03		

**Construction Narrative (State):**

State RTP grant funds will be applied towards completion of the 1.05 mi. limestone trail. ADA vehicular asphalt paving, striping & signage, site prep & grading, erosion control, turf grass with blanket installation.

**Construction Narrative (Non-State): (i.e. "Match" or "Other Funding")**

Kendall County Forest Preserve District matching funds for construction will be applied towards completion of the 1.06 mi. limestone trail, ADA vehicular asphalt paving, striping & signage, site prep & grading, erosion control, turf grass with blanket installation.



**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

**Budget Narrative Summary**—When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project. (Note: The State, Non-State, and Total cost amounts for each line item below are auto-filled based upon the entries in the preceding budget tables 1-14 and 16. The State and Non-State Total amounts from Table 15 above, Grant Exclusive Line Item(s), must be entered into this table by hand due to the possibility of there being more than one Grant Exclusive Line item table. Once the Grant Exclusive Line item(s) amounts are entered into this table, the State Request amount, Non-State Amount and the Total Project Costs will be calculated automatically. It is imperative that the summary tables be completed accurately for the Budget Narrative Summary to be accurate.)

Budget Category	State	Non-State	Total
1. Personnel			
2. Fringe Benefits			
3. Travel			
4. Equipment			
5. Supplies			
6. Contractual Services		\$23,729.40	\$23,729.40
7. Consultant (Professional Services)			
8. Construction	\$177,100.00	\$20,645.03	\$197,745.03
9. Occupancy (Rent and Utilities)			
10. Research and Development (R & D)			
11. Telecommunications			
12. Training and Education			
13. Direct Administrative Costs			
14. Other or Miscellaneous Costs			
15. GRANT EXCLUSIVE LINE ITEM(S)			
16. Indirect Costs			
	State Request		
		\$177,100.00	
		Non-State Amount	
		\$44,374.43	
<b>TOTAL PROJECT COSTS</b>			<b>\$221,474.43</b>





**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

**For State Use Only**

Grantee: Kendall County Forest Preserve District

Notice of Funding Opportunity (NOFO) Number: 1154-398

Data Universal Number System (DUNS) Number (enter numbers only) : 079869610

Catalog of State Financial Assistance (CSFA) Number: 422-11-1154 CSFA Short Description: Recreational Trails Program

Fiscal Year(s): 2019

Initial Budget Request Amount: \$177,100 in grant funds with \$44,374 in local matching funds

Prior Written Approval for Expense Line Item: \_\_\_\_\_

Statutory Limits or Restrictions: \_\_\_\_\_

Checklist: \_\_\_\_\_

Final Budget Amount Approved: \$177,100 in grant funds with \$44,374 in local matching funds

Lisa Cotner

*Lisa A. Cotner*

12/4/2020

Program Approval Name

Program Approval Signature

Date

Fiscal & Administrative Approval Name

Fiscal & Administrative Approval Signature

Date

Budget Revision Approved: \_\_\_\_\_

Program Approval Name

Program Approval Signature

Date

Fiscal & Administrative Approval Signature

Fiscal & Administrative Approval Signature

Date

\$200,308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

GOMEGA TU-3002-(R-02-17)



**Illinois Department of  
Natural Resources**

**The Recreational Trails Program**

**Development Projects**

**Implementation & Billing Requirements**

**SFY2021 / FFY 2020**

**In cooperation with:**



**U.S. Department of Transportation  
Federal Highway Administration**

**IL Department of Natural Resources  
Division of Grant Administration  
One Natural Resources Way  
Springfield, IL 62702  
Telephone: 217/782-7481  
Fax: 217-782-9599**

9K  
RTP Implementation & Billing Requirements  
Revised 11/19

In this packet, you will find necessary information and instructions to properly implement an approved development project involving RTP grant assistance from the Illinois Department of Natural Resources (DNR). **PLEASE READ THOROUGHLY!** Failure to comply with these instructions can jeopardize grant reimbursement.

### **GENERAL**

- 1) To maintain eligibility for grant reimbursement, the local Grantee must satisfactorily complete ALL approved project components as specified in the approved project application and the signed Project Agreement. Any changes (additions or deletions) to the project scope must be approved by DNR prior to implementation in order to maintain overall eligibility for grant reimbursement.
- 2) All governmental agencies may complete approved RTP projects by any of the following methods or combinations thereof: 1) competitively bid contract(s) per local/state procurement guidelines, 2) directly hired labor and material purchases IF qualifying as bid exempt or 3) using Grantee Force Account labor (in-house staff).
- 3) All local governments must comply with applicable state statutes and applicable local ordinances concerning bidding requirements for construction contracts and equipment/material purchases. DNR may request documentation from the local agency to verify compliance with applicable state statutes.
- 4) All non-governmental agencies must solicit a minimum of three (3) price quotes per project element. To avoid problems, contact DNR's Division of Grant Administration.
- 5) All RTP-assisted buildings/facilities must be designed and constructed to accommodate full accessibility as per the Illinois Accessibility Code standards and the "Americans with Disabilities Act" Accessibility Guidelines (ADAAG). If there are any questions or doubts regarding design standards proposed for your project, it is strongly encouraged that "working drawings" be submitted to the DNR grants staff for review prior to construction and/or solicitation of construction bids.
- 6) The approved RTP development project must be completed and ready for a final close-out/acceptance inspection by DNR staff AND all project costs for which reimbursement is expected must be paid no later than the expiration date specified on the signed Project Agreement, unless otherwise approved by DNR. Failure to have approved project components completed and paid for by the specified project expiration date could jeopardize approved grant reimbursement on the project.
- 7) The maximum allowable claim for "contracted" Architectural/Engineering (A/E) services used for proper project design and construction supervision/administration of an approved RTP development project shall be based upon the following percentages of actual RTP-assisted construction costs:

10.25% Initial analysis, design & bid work

5.0% On-site construction supervision and final project close-out work

NOTE: For governmental agencies, project A/E services may be accomplished "in-house" (force account) IF qualified staff exists and approved by the DNR. (See Force Account guidelines for funding limits.)

- 8) In connection with and prior to the construction, and thereafter the subsequent operation and maintenance of the RTP-assisted facilities, the Grantee agrees that it shall be responsible for and obtain all necessary permits, licenses or forms of consent, from, but not limited to, the following agencies. (Failure to do so may jeopardize grant reimbursement.)
- U.S. Department of the Army, Corps of Engineers.
  - IL Dept. of Transportation (Division of Highways).
  - IL Environmental Protection Agency.
  - IL Dept. of Natural Resources regarding "Interagency Wetlands Policy Act" (20 ILCS 830); "State Endangered Species Act" (520 ILCS 10/11); cultural resource impacts (20 ILCS 34/20, *coordinated with the IL Historic Preservation Agency*); and impacts to state waterways (615 ILCS 5/5).
  - IL Dept. of Public Health (Campground Licensing & Recreational Area Act, 210 ILCS 95/1).
  - Local Building or Zoning Agencies or Boards, where applicable.
- 9) "Buy America" requirements apply to all steel and iron permanently incorporated in a project. This provision includes all trail grooming tractors/vehicles/equipment.
- 10) Status of project progress **MUST** be reported to the IDNR Grant Administrator assigned to the project each January 1, April 1, July 1, and October 1 throughout the duration of project implementation (i.e., until the project's FINAL billing is submitted to IDNR). The enclosed "Periodic Performance and Periodic Financial Report" forms are provided on the following pages. Failure to submit these forms by the due dates will result in penalties up to and including Statewide stop payments, disallowing costs, suspension or termination, and debarment.
- 11) As you proceed with your project, if you have any questions regarding program requirements, please contact the Division of Grant Administration at 217/782-7481.

### **Accessibility Specifications Guide:**

All facilities constructed with RTP assistance must be developed and designed to accommodate full accessibility standards as per the Illinois Accessibility Code and the "Americans with Disabilities Act" Accessibility Guidelines (ADAAG).

Although the Illinois Accessibility Code standards do not address specific criteria for accessibility involving all outdoor recreational facilities, there is a reference to "Recreational Facilities" on Pg. 87 of the Code. A copy of the Illinois Accessibility Code may be obtained by calling 217/782-2864 (Springfield) or 312/814-6000 (Chicago).

To supplement this information, the U.S. Architectural and Transportation Barriers Compliance Board pursuant to ADA has developed final guidelines for recreation facilities and outdoor developed areas. A copy of the guidelines can be obtained by writing to: *Access Board, Recreation Report, 1331 "F" Street, N.W., Suite 1000, Washington, D.C. 20004-1111. Telephone: 202/272-5434, or 800/514-0301, or contact their web site at [www.access-board.gov](http://www.access-board.gov).*

## **Open Competitive Bidding for Governmental Agencies:**

- 1) EXCEPT as noted below in items 2 through 6 below, all public agency open competitive bidding for RTP projects shall be done in accordance with the Grantee's statutory requirements governing public procurement.
- 2) Language similar to the following should appear in all "bid advertisements" relative to the approved RTP grant project:

*This project is being financed, in part, with federal funds from the Recreational Trails Program (RTP) administered by the Illinois Department of Natural Resources.*

- 3) The Grantee shall encourage:
  - 1) "minority" business firms to submit bids on the approved project; and
  - 2) successful contract bidders to utilize minority businesses as sub-contractors for supplies, equipment, services, and construction. *This stipulation should be noted in all bid solicitation notices.*
- 4) Contract award(s) shall be made to the lowest responsible bidder whose bid properly addresses and complies with the invitation, and is most advantageous to the Grantee; price and other factors considered. (Factors such as discounts, transportation costs, and taxes may be considered in determining the lowest bid.) **Justification for acceptance of a no-bid contract or awarding of contracts to other than the lowest bidder shall be subject to DNR approval.**
- 5) The bid proposal forms should be structured for flexibility. This can usually be done most effectively with add/deduct alternates and bidding the work by specific/distinct work elements.

The instructions to bidders in the bid specifications should clearly indicate what constitutes a valid bid and how the contract/bid will be awarded (lowest responsible/qualified bidder for all work items versus individual work items; base bid and selected bid alternates versus base bid separate from bid alternates, etc.). It should also specify whether substitutes will be accepted and if scope of individual work elements can be modified.

In general, the *Instructions and General Conditions* section of the Bid Specifications should, at a minimum, address the following items:

- o Bid Opening Date
- o Number of days Bid must be held
- o Bid, Performance and Payment Bond/Security Requirements \*
- o (Bonding requirements for all public works projects in Illinois are stipulated in the "Public Construction Bond Act" (30 ILCS 550/1 et.seq.) which states that every contractor on a public works project must provide to the satisfaction of the public agency good and sufficient bond with adequate sureties to guarantee construction performance and payment of materials and labor used in such work.)



- Contractor Insurance Requirements.
  - Completion date and if liquidated damages occur for late completion
  - Terms of Payment to Contractor
  - Schedule of quantities/material list and Unit Costs
  - If Bid is for material or product supply, do not specify specific name brand WITHOUT also accepting "or approved equal". Also, specifications for a particular product or material being bid cannot be written in such detail so as to prevent an open and competitive bidding situation.
  - Remember, DNR requires that all projects be completed by the date specified in the Project Agreement. The Grantee should ensure that all bidders are aware of the expected completion date by specifying the expected project construction start date and completion date in the bid specifications package.
- 6) In certain instances, conditions may arise after work has begun that are beyond the control of the Grantee and contractor which necessitate a change in specification and/or price. To maintain grant eligibility, such changes must be done by formal change orders. If the change order involves 1) the total deletion of an identified project component, 2) the addition of a new component for which reimbursement will be sought or 3) exceeds \$10,000 in value, the Grantee must receive DNR approval PRIOR to initiating the change order.

*For change orders in excess of \$10,000 (pursuant to Section 33E-9 of the Criminal Code of 1961, as amended) written assurance MUST BE provided to DNR by the Grantee that such a change order was not reasonably foreseen at the time of initial construction contract execution.*

### **No-Bid Procurements & Force Account (FA) Labor Guidelines for Governmental Agencies:**

- 1) Project construction can be completed by various means of procurement of material and equipment. For all Development projects, the grantee must comply with applicable state statutes and applicable local ordinances concerning bidding requirements for construction contracts and equipment/material purchases. In addition, grant reimbursement can be provided for project construction completed using local agency in-house staff ("Force Account" labor).
- 2) Equipment rental necessary to complete "force account" labor construction is eligible for grant reimbursement. HOWEVER, the value of donated material, labor and equipment to a project IS NOT grant eligible.

- 3) For "Force Account labor", the local Grantee shall maintain accurate time records and complete the appropriate time sheet summary form (attached) for reporting "in-house" force account labor necessary and reasonable for completing approved project components. This includes only those employees directly involved in project construction and any associated design work, construction supervision, and overall project record keeping and administration. The value of such labor shall reflect actual wages paid to each employee and may include fringe benefits. (Wages paid shall not be higher than those for persons on similar jobs within the Grantee organization.) *Claims for clerical and administrative F. A. labor necessary for overall project record keeping and administration shall not exceed 2.5% of the total "direct" costs claimed for approved F. A. construction labor and "non-bid" material purchases (see item #5 below).*
- 4) For all small procurement (not required to be bid by state statute or local ordinance) material purchases, appropriate purchase orders and/or invoices and corresponding canceled checks must be recorded on the "Materials Itemization Sheet" (attached) according to each major project construction component for which the materials were purchased. (Warning! Keep in mind that the grantee must comply with applicable state statutes and applicable local ordinances concerning bidding requirements for equipment/material purchases.)

**Please contact the Division of Grants staff if there are any questions regarding the completion of the forms mentioned in items #3 - #4 above.**

- 5) Guidelines for billing claims involving Force Account (FA) labor for project architectural/engineering (A/E) and administrative services are as follows:
  - a) At least 90% of project costs must be for "direct" construction costs,
  - b) Design and Construction Supervision Costs:  $\leq 7.5\%$  of associated "direct" construction costs
  - c) Administrative/Clerical Support Costs:  $\leq 2.5\%$  of "direct" FA & small procurement material costs

### **Billing Requirements:**

**A billing request MUST be submitted within nine (9) months after grant approval and at least once every nine (9) months thereafter until the project is completed. Only costs incurred during the specified project period dates indicated on the signed Project Agreement and necessary to complete the approved project components are eligible for grant reimbursement.**

The following documentation is required for project billings **for governmental agencies:**

- 1.) Completed "Development Project Billing Statement" and "Project Billing Report". The forms must have original signatures. (Forms attached)
- 2.) Copy of project sign-off letters/forms from DNR regarding "endangered/threatened species, wetlands, cultural resource & waterways" impact. (See page 2, item #8 of General information section.)
- 3.) Photo of the sign posted at the site acknowledging RTP grant assistance.

4.) The following project cost support documents, as applicable:

A) Billing Claim for BID and NON-BID construction contracts:

- i. Proof of bid advertisement from local newspapers (Bid contracts only)
- ii. Bid Tabulation for each project bid request
- iii. Signed contract\* and change orders, if any, for each contractor (\*only require cover page, signature page(s) and contract amount/description page(s))
- iv. Copies of each contractor pay requests along with canceled check(s) or final lien waivers verifying proof of payment

B) Billing Claim for small procurement material costs and "force account" labor:

- i. Form FA: DOC-1 (Force Account Material Cost Summary). [Form attached]

Itemize all material purchases/costs by major project components, such as trails, parking, registration building, equipment purchase, etc. For each major component list:

- a) the company/business for each material purchase;
- b) description of materials purchased, quantity, & the purchase order number; and
- c) payment check number and check amount.

- ii. Form FA: DOC-2 (Force Account Labor Summary). [Form attached]

For "in-house" labor claims, the Grantee must determine by corresponding time sheet records the amount of Grantee labor attributed to each project component and tabulate on this form.

C) Contracted Project Design Work (architectural/engineering services)

- i. Copy of signed contract/agreement
- ii. Copy of each pay request and canceled check verifying proof of payment

The following documentation is required for project billings for non-governmental agencies:

- 1.) Completed "Development Project Billing Statement" and "Project Billing Report". The forms must have original signatures. (Forms attached.)
- 2.) Copy of the project sign-off letters from the Illinois DNR regarding "endangered/threatened species, wetlands, cultural resource and waterways" impact. (See page 2, item #8 of General information section.)
- 3.) Photo of the sign posted at the site acknowledging RTP grant assistance.
- 4.) Completed Form FA: DOC-1 (Force Account Material Cost Summary). Form attached.

Itemize all material purchases/costs by major project components, such as trails, parking, registration building, equipment purchase, etc. For each major component list:



- A.) the company/business for each material purchase
  - B.) description of materials purchased, quantity, & the purchase order number
  - C.) payment check number and check amount
- 5.) Copies of all bills/invoices and proof of payment (front and back of cancelled checks or written confirmation from the vendor/supplier/contractor that payment has been paid in full).
  - 6.) Copies of all price quotes. (A minimum of 3 price quotes per project element.)
  - 7.) Contracted Project Design Work (architectural/engineering services), if applicable.
    - A.) Copy of signed contract/agreement
    - B.) Copy of each pay request and canceled check verifying proof of payment

**NOTE:** Requests for final reimbursement (both governmental and non-governmental agencies) shall also include a copy of the record (as-built) drawings. (The drawings must be no larger than 11" X 17".) The drawings must encompass the entire project site and indicate all facilities (trails, parking areas, buildings, etc.) Additionally, final floor plans and elevation drawings for all buildings constructed with RTP grant assistance must be submitted. (Again, the drawings must be no larger than 11" X 17".)

### **Record Retention / Audit Requirements:**

As stipulated in the General Provisions of the grant Project Agreement, the Grantee must maintain, for a minimum three (3) year period following project completion, satisfactory financial accounts, documents, and records associated with the project and the disbursement of grant funds pursuant to this Agreement, and shall make them available to the Illinois DNR and/or the State of Illinois, Auditor General, for auditing at reasonable times. Failure by the Grantee to maintain such accounts, documents, and records, as required herein, shall establish a presumption in favor of the State of Illinois for recovery of any grant funds paid by the State for which adequate records are not available to support their purported disbursement.

### **GOVERNMENTAL AGENCIES ONLY**

- A. If the Grantee receives \$300,000 or more in RTP grant funds or charges the grant \$25,000 or more for Force Account labor or non-bid labor/material purchase costs, the Grantee shall provide the Department with one of the following types of audits:
  1. An agency-wide financial and compliance audit for each year that grant expenditures are made. This audit should be conducted as part of the Grantee's annual audit as is generally required by 1) State law (i.e., 55 ILCS 5/6-3001 et seq. and 65 ILCS 5/8-8-1 et seq.), 2) OMB Circular A-133, or 3) the Grantee's own governing body.
  2. A grant specific audit covering all funds expended under the terms of the grant.

All required audits must be conducted by an independent certified public accountant, licensed by the State of Illinois and must be performed in accordance with generally accepted auditing standards adopted by the American Institute of Certified Public Accountants (AICPA). The Grantee shall be responsible for procuring all required audits in accordance with its normal procurement rules, providing that these rules promote open competitive procurement. The Grantee will provide the Department with all required audits within 30 days of completion.

If the approved RTP project includes the use of Force Account labor, the Grantee shall ensure that any required audit includes an internal control evaluation and opinion on the Grantee's time and attendance allocation system. In addition, if the Grantee uses materials purchased by means of a Central Procurement System and allocates a portion of those materials to the project (Force Account material claim), the audit must include testing and reporting on the allocation system used for tracking material use.

- B. If the Grantee receives less than \$300,000 in grant funds or charges the grant less than \$25,000 for Force Account labor and/or non-bid labor/material purchase costs, the Grantee will provide the Department with copies of any audits that report findings involving the RTP project.

### **Audit Resolution:**

The Grantee shall be responsible for timely action in resolving any audit findings or questioned project costs. In the event that questioned costs are ultimately deemed disallowed as determined by the Illinois DNR or its representative, the Grantee shall be responsible for repayment of such costs.

## RTP BILLING CHECKLIST

- Development Project Billing Statement
- Project Billing Report
- Cost Support documents (See Pages 10-15 for Examples & Forms)
  - Billing Claim for Bid & Non-Bid contracts
  - Force Account Material Cost Summary
  - Force Account Labor Summary
  - Contracted Project Design Work
  - Schedule of Professional Services
  - Schedule of Project Expenditures
- Proof of Payment for all claims
- Photo of RTP Sign at site
- Periodic Performance Report
- Periodic Financial Report
- IDNR Project Sign-off Letters

STATE OF ILLINOIS  
DEPARTMENT OF NATURAL RESOURCES

**RECREATIONAL TRAILS PROGRAM  
DEVELOPMENT PROJECT BILLING STATEMENT**

**MUST be submitted at least once every 9 months until the project is completed**

Project #: \_\_\_\_\_

Project Sponsor: \_\_\_\_\_

Project Title: \_\_\_\_\_

Project Billing #: \_\_\_\_\_

**DEVELOPMENT COSTS SUMMARY STATEMENT**

Cost Category	Expenditure
Construction Costs (Contracted)	Bid contracts
(Non-contracted)	Non-bid contracts
Construction Costs (Force Account)	In-House labor
	Material /Supplies/Equipment
Architectural/Engineering Fees	
Other (specify)	
<b>TOTAL</b>	
Less Local Agency Share (20% minimum)	
<b>Amount Claimed for Grant Reimbursement (80 % maximum)</b>	

**CERTIFICATION STATEMENT:**

I do hereby certify that this Billing is correct and just and based on actual payment(s) of record by the Project Sponsor; that payment from the State of Illinois has not been received for these costs; and that the completed work and services or purchases are in accordance with provisions of the Recreational Trails Program (RTP) and the signed Project Agreement, including amendments thereto, with the Illinois Department of Natural Resources.

BY: \_\_\_\_\_

NAME: \_\_\_\_\_  
(Signature)

TITLE: \_\_\_\_\_

AGENCY: \_\_\_\_\_

DATE: \_\_\_\_\_

(Document must be attested to by local agency fiscal officer)

**ATTESTED**

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)



**FORCE ACCOUNT PROJECT MATERIAL COST SUMMARY**  
(Itemized by major project components)  
(MATERIALS ITEMIZATION SHEET)

**Major Project Component:** \_\_\_\_\_ **PAGE** \_\_\_\_\_ **OF** \_\_\_\_\_

**PROJECT SPONSOR:** \_\_\_\_\_ **PROJECT #:** \_\_\_\_\_

**PROJECT TITLE:** \_\_\_\_\_

<b>FIRM</b>	<b>MATERIAL ITEM</b>	<b>QUANTITY</b>	<b>PURCHASE ORDER NUMBER</b>	<b>CHECK NUMBER</b>	<b>CHECK AMOUNT</b>	<b>AMOUNT CLAIMED FOR REIMBURSEMENT</b>
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					<b>TOTAL</b>	

**I hereby certify that the above is true and correct and all materials were used exclusively on the referenced project.**

**Signature:** \_\_\_\_\_  
**Name & Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**PROJECT FORCE ACCOUNT IN-HOUSE LABOR SUMMARY**

**PROJECT SPONSOR:** \_\_\_\_\_ **PROJECT #:** \_\_\_\_\_

**PROJECT TITLE:** \_\_\_\_\_

**Pay Periods from** \_\_\_\_\_ **to** \_\_\_\_\_

EMPLOYEE'S NAME	JOB DESCRIPTION	HOURS WORKED ON PROJECT (*)	WAGES (HOURLY)	TOTAL WAGES
<b>TOTAL</b>				

(\*) From local agency time allocation records

**I hereby certify that the above is true and correct and all materials were used exclusively on the referenced project.**

**Signature:** \_\_\_\_\_  
**Name & Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

## ATTACHMENT A

### Schedule of Professional Services (A/E) and Publicly Bid Project Contracts *[Example Format]*

Grant Project #: \_\_\_\_\_

Firm Name	Project Element	Base Contract Amt	C. O. # and Amt	Total
John Doe & Associates	A/E services	\$10,500.00		\$10,500.00
<b>Professional Services (A/E) Subtotal:</b>				<b>\$10,500.00</b>
Acme Paving Co.	Parking lot / Tennis & BB Court, & pathway paving	\$98,500.00	#1 - \$11,500.00	
			#2 - \$3,100.00	\$113,100.00
Fun Time Park Supply Co.	Playground Equipment, park benches, bleachers, etc	\$39,000.00		\$39,000.00
Park Structures, Inc.	(2) Pre-fab Park Shelters	\$28,000.00		\$28,000.00
MCDL Construction Co.	Install Playground & Shelter	\$32,500.00	#1 - \$ 900.00	
			#2 - \$1,800.00	
			#3 - \$2,300.00	\$37,500.00
Springdale Landscaping	Park Landscaping	\$24,200.00	#1 - \$1,200.00	\$25,400.00
SGS Concrete	Shelter Pad & walkways, etc.	\$9,500.00		\$9,500.00
<b>Publicly Bid Contracts Subtotal:</b>				<b>\$252,500.00</b>
<b>GRAND TOTAL</b>				<b>\$263,000.00</b>

Note: This form should only show the professional services contracts and the publicly bid contracts; any change orders to those contracts; and the total contract amount.

- Subtotal the Professional Services
- Subtotal the Publicly Bid Contract
- Provide a Grand Total of all contracts shown



## ATTACHMENT B

### Schedule of Project Expenditures

*[Example Format]*

Grant Project #: \_\_\_\_\_

Vendor/Contractor Name	Project Element	Invoice Date and Number	Invoice Amount	Payment Check #	Amount	Amount Claimed for Grant Reimbursement	Total Reimbursement Amount
John Doe & Associates	A/E services	11111	\$5,000.00	12121	\$5,000.00	\$5,000.00	
<b>Professional Services (A/E) Subtotal:</b>							<b>\$5,000.00</b>
Acme Paving Co.	Tennis/BB court	22222	\$72,000.00	12122	\$64,800.00	\$64,800.00	
Fun Time Park Supply Co.	Bleachers	33333	\$8,841.00	12123	\$8,841.00	\$8,841.00	
<b>Publicly Bid Contracts Subtotal:</b>							<b>\$73,641.00</b>
Coyote Plumbing	Drinking fountains	44444	\$1,256.78	12124	\$1,256.78	\$1,256.78	
<b>Non-Bid Contracts Subtotal:</b>							<b>\$1,256.78</b>
Lowes	Lumber	900876	\$8,000.00	0001	\$8,000.00	\$8,000.00	
<b>In-House "Force Account" Material/Supplies Subtotal:</b>							<b>\$8,000.00</b>
ABC Accounting	Agreed Upon Procedures	5555	\$800.00	12425	\$800.00	\$800.00	
<b>CPA Subtotal:</b>							<b>\$800.00</b>
<b>"Other" Category Subtotal:</b>							<b>\$0.00</b>
<i>(Force Account Labor)</i> Employee Name or Code #	Job Description	Hours Claimed (1)	Hourly Wage		Total Wages	Amount Claimed for Grant Reimbursement	
Jane Doe (Employee #18)	Laborer	10	10		\$100.00	\$100.00	
<b>In-House "Force Account" Labor Subtotal:</b>							<b>\$100.00</b>
<b>TOTAL PROJECT EXPENDITURE FOR THIS BILLING:</b>							<b>\$88,797.78</b>

<sup>(1)</sup> Taken from Project Sponsor's time allocation records (time sheets)

I hereby certify that the costs shown on this "Schedule of Project Expenditures" are true and correct and based on actual expenditures by the Project Sponsor for the referenced RTP project; and that the costs are in accordance with provisions of the Illinois RTP grant program (17 IL Adm Code 3090).

**CERTIFIED BY:**

\_\_\_\_\_  
Name, Title & Date

\_\_\_\_\_  
Signature of Chief Administrator/Elected Official

**ATTESTED BY:**

\_\_\_\_\_  
(Signature of local agency's chief fiscal officer)

**Note:** This form should show all project expenditures including ones for the professional services contracts and the publicly bid contracts shown on Attachment B. The billing total on this page should match the "Total" amount on the Project Billing Form.



# STATE OF ILLINOIS PERIODIC PERFORMANCE REPORT

## Periodic Performance Report (PPR) Instructions

The Periodic Performance Report (PPR) is a standard, uniform statewide performance progress reporting format used by all state agencies to collect performance information from recipients of state grant awards. Unless statutorily exempt as documented in the Catalog of State Financial Assistance and the Grant Agreement (UGA), all grant awards are subject to periodic performance reporting.

General instructions for completing the PPR are contained below. **PLEASE READ ALL INSTRUCTIONS BEFORE COMPLETING THE PPR.** Please contact the state agency's points of contact specified in the "State Agency Contacts" section of your UGA if additional support is needed completing the PPR.

If the UGA specifies an alternative file or external database for grant performance reporting, the grantee should mark the shaded box in the PPR accordingly. In the *File Name or Database Source* field, enter the name of the alternative file or database utilized. The grantee is not required to complete Sections 14 - 22 if the information is provided in an alternative format specified in the UGA.

### Report Submission

1. The grantee must submit the PPR cover page and any forms required by the awarding state agency as specified in the UGA.
2. The PPR must be submitted to the attention of the state agency's points of contact specified in the "State Agency Contacts" section of your UGA in accordance with the requirements established in the award document.
3. If additional space is needed to support the PPR, supplemental pages should be attached. As indicated on the PPR, responses to Sections 14 - 22 may be provided in a separate format. If additional pages are provided, the pages should be numbered and must reference:
  - a. Grant number
  - b. Grantee organization
  - c. DUNS number
  - d. FEIN
  - e. Period covered by the PPR

### Reporting Requirements

1. Unless statutorily exempt as documented in the Catalog of State Financial Assistance and the UGA, all grant awards are required to submit a PPR in accordance with the terms established in the UGA.
2. The frequency of the PPR is specified in the Notice of Funding Opportunity (NOFO) and the UGA. The PPR must be submitted within the specified time frames. A submittal will be considered "late" if it is more than 15 calendar days past the due date or the date specified by the State agency's JCAR Rules (including approved extensions.)
3. 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 of 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>.)
4. A final PPR shall be required at the completion of the grant award. For final PPRs, the reporting period end date shall be the end date of the project / grant period.



## STATE OF ILLINOIS PERIODIC PERFORMANCE REPORT

Section	Data Element	Section Instruction for PPR
1	<i>Grantee Name (per UGA)</i>	Enter the name of the grantee exactly as stated in the UGA.
2	<i>Grant Number</i>	Enter the number assigned by the awarding state agency; Grant Number specified in the UGA.
3	<i>Grantee DUNS</i>	Enter the grantee's Dun and Bradstreet number.
4	<i>CSFA Number</i>	Enter the number assigned to the program through the Catalog of State Financial Assistance.
5	<i>Grantee FEIN</i>	Enter the grantee's Federal Employer Identification Number provided by the Internal Revenue Service.
6	<i>Program Name (per UGA)</i>	Enter the program name exactly as stated in the UGA.
7	<i>CFDA Number(s)</i>	Enter the Catalog of Federal Domestic Assistance (CFDA) number(s) as stated in the UGA. If the program is funded by more than one CFDA, list each CFDA number.
8	<i>State Agency (Grantor)</i>	Enter the name of the state agency awarding the grant as identified in the UGA.
9	<i>Agreement Period</i>	Enter the agreement period established in the Grant Agreement. This may span multiple years, based on the terms of the UGA.
10	<i>Report Period End Date</i>	Enter the ending date of the reporting period. The reporting periods are specified in the UGA.
11	<i>Final Report?</i>	Mark appropriate box. Check "yes" only if this is the final or last PPR for the Agreement Period specified in Section 9.
12	<i>Report Frequency</i>	Select the appropriate term corresponding to the requirements specified in the UGA. "Other" may be used when a different reporting schedule is required due to Specific Conditions. State the frequency as state in the UGA Specific Conditions.
13	<i>Prepared Date:</i>	Enter date the PPR was prepared by the grantee.
<p><b>Responses to Sections 14 - 22 may be provided in a separate format. All grantees must complete Section 23.</b></p>		
14	<i>Deliverable (if applicable)</i>	<p>List all high-level deliverables required <b>under the current, approved UGA</b>. Enter one Deliverable per row.</p> <p style="text-align: center;">Examples of Deliverables could include:</p> <ul style="list-style-type: none"> <li>o Provide IT training</li> <li>o Purchase equipment</li> <li>o Hire contractors</li> <li>o Conduct workshop</li> <li>o Submit document</li> </ul> <p>As delineated in the UGA, "Deliverables" are not "Performance Measures." Performance Measures are addressed in Section 18 - 22.</p> <p>Grantees are not required to report on deliverables that were due and completed in prior reporting periods.</p>
15	<i>Due Date</i>	Per the <b>current, approved UGA</b> , enter the Due Date for the corresponding Deliverable. This date may fall outside the time frame of the current PPR.
16	<i>Date Completed</i>	Enter the date the Deliverable task was completed. If the task has not yet been completed, leave this cell blank.



STATE OF ILLINOIS  
**PERIODIC PERFORMANCE REPORT**

Section	Data Element	Section Instruction for PPR
17	<i>Deliverable Explanation</i>	<p>Briefly explain progress towards meeting the Deliverable to inform the awarding agency of challenges and successes. If additional space is needed, attach a supporting narrative.</p> <p>A description of the challenges and plans for overcome must be provided if:</p> <ul style="list-style-type: none"> <li>- Deliverable was completed after the Due Date,</li> <li>- Deliverable is not completed and the Due Date has passed, or</li> <li>- Grantee anticipates the Deliverable will not be completed by a future Due Date.</li> </ul> <p>If the grantee is on pace to complete a Deliverable that comes due after the reporting period, the grantee should, at a minimum, enter "On schedule" in Section 17.</p>
18	<i>Performance Measures</i>	Enter all Performance Measures required in Exhibit E of under the <u>current, approved</u> UGA. Enter one Performance Measure per row.
19	<i>Performance Standard/Frequency</i>	<p>Based on the <u>current, approved</u> UGA, enter the Performance Standard (or target) for the corresponding Performance Measure and the reporting frequency (annual/quarterly/monthly/etc.) based on Exhibit F of the Grant Agreement.</p> <ul style="list-style-type: none"> <li>- Examples of Performance Standards/Frequency could include:               <ul style="list-style-type: none"> <li>o 1,000 Persons Trained/quarter</li> <li>o \$250,000 capital leveraged/year</li> <li>o 500 Patients Rehabilitated/month</li> </ul> </li> </ul> <p>If the Performance Standard fluctuates over time per the UGA, the Standard listed should apply to the specific report period.</p>
20	<i>Results/Accomplishments in Reporting Period</i>	Based on the <u>current, approved</u> UGA, enter the actual results for the corresponding Performance Measure for the specific report period.
21	<i>Required (R) or Inform Only (IO)</i>	<p>Based on the <u>current, approved</u> UGA, indicate whether the performance standard in Section 19 is a grant "requirement."</p> <ul style="list-style-type: none"> <li>- Enter "R" if meeting or exceeding the Performance Standard is necessary to satisfy grant terms. Failure to meet the Standard may indicate that the grantee in not in compliance.</li> <li>- Enter "IO" if the data is collected for programmatic or assessment purposes. Failure to meet an "IO" Performance Standard may not imply that the grantee is out of compliance.</li> </ul>
22	<i>Performance Explanation - Award to Date</i>	<p>Mark the appropriate check box based on whether or not ALL performance accomplishments are on schedule with performance standards.</p> <p>Section 22 is not limited to the reporting period. Responses are <u>award to date</u>.</p> <p>If any performance measure results / accomplishments (Section 20) are below the required standards (Section 19), an explanation must be provided to inform the awarding agency about the deviation. Consider internal and external factors that impact performance. Attach a supporting narrative if additional space is needed.</p> <p>Grantees are <i>encouraged</i> to highlight factors that enable grant performance to exceed performance standards.</p>



**STATE OF ILLINOIS  
PERIODIC PERFORMANCE REPORT**

Section	Data Element	Section Instructions for PPR
<b>All grantees must complete Section 23.</b>		
23	<i>Performance Accomplishment Correlated to Reported Expenses</i>	<p>Federal Uniform Guidance requires periodic reporting to correlate performance and expenses within a report period. Correlation reporting focuses on the degree to which expended resources are effectively achieving anticipated outcomes.</p> <p>Determine if grant performance (service / outcomes) is on schedule with the anticipated timing of incurred grant expenditures / earnings per the terms of the UGA. Mark the appropriate box. Per the UGA, the award may have services / outcomes that occur at a different time than the expense. The award may be on schedule because it is expected that expenses and services / outcomes occur at different intervals.</p> <p>Grantees must provide an explanation if grant performance to-date does not correlate to the timing of incurred expenses / earnings per UGA terms. Attach a supporting narrative if additional space is needed.</p> <p>Grantees are <i>encouraged</i> to inform the awarding agency if internal or external factors are causing a better than anticipated correlation.</p>
<b>Grantee Certification / State Agency Acceptance</b>		
<i>Grantee Certification</i>		
Federal Uniform Guidance (2 CFR 200.415) requires an authorized grantee representative certify the accuracy of the information provided in the PPR.		
24	<i>Name and Title of Authorized Individual from Grantee Organization</i>	Enter the name and title of the grantee representative certifying the PPR. This individual must be authorized to represent the grantee in this capacity.
25	<i>Phone Number</i>	Enter the phone number of the grantee representative certifying the PPR.
26	<i>Email Address</i>	Enter the email address of the grantee representative certifying the PPR.
27	<i>Name and Title of State Agency PPR Approver</i>	Enter the name and title of the state agency representative authorized to approve the PPR.
28	<i>Date Received</i>	Enter the date the state agency representative received the PPR.
29	<i>Date Approved</i>	Enter the date the state agency representative approves the PPR.



**STATE OF ILLINOIS  
PERIODIC PERFORMANCE REPORT**

**Report Transmittal**

1. Grantee Name (per UGA):		2. Grant Number:	3. Grantee DUNS:
5. Program Name (per UGA):		4. CSFA Number:	5. Grantee FEIN:
8. State Agency (Grantor):		7. CFDA Number(s):	
9. Agreement Period:		10. Report Period End Date:	
Start Date (Month/Day/Year):	End Date (Month/Day/Year):	(Month/Day/Year):	
11. Final Report?	12. Report Frequency:	13. Prepared Date:	
<input type="checkbox"/> Yes	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly		
<input type="checkbox"/> No	<input type="checkbox"/> Semi-annually <input type="checkbox"/> Other (specify):		
<p><b>Responses to Sections 14 - 22 may be provided in a separate format.</b>  <b>All grantees must complete Section 23.</b></p>			
<input type="checkbox"/> Alternative file or database used.			
<b>File Name or Database Source:</b>			
Alternative formats are not allowed. Please complete all fields for 14-17 below, entering N/A for items that are not applicable.			
14. Deliverable (if applicable): (Separate line for each based on UGA)	15. Due Date (based on UGA)	16. Date Completed	17. Deliverable Explanation:
Archaeological survey submitted (Include only if required by CERP form. If not required, enter N/A in 17. Deliverable Explanation)			
Wetland development plans submitted (Include only if required by CERP form)			
Anticipated Bid Advertisement Date set (Include date in 17. Deliverable Explanation)			
			Add - Delete
			ADD
			DEL
			ADD
			DEL
			ADD
			DEL



**STATE OF ILLINOIS  
PERIODIC PERFORMANCE REPORT**

14. Deliverable (if applicable): (Separate line for each based on UGA)	15. Due Date (based on UGA)	16. Date Completed	17. Deliverable Explanation:	Add - Delete
Construction permitting in progress (Describe what permits are still needed and their status in 17. Deliverable Explanation)				ADD DEL
All necessary construction permits secured				ADD DEL
Playground plans submitted to DNR for review and approval (if applicable)				ADD DEL
Form FA DOC-1 submitted to DNR (Required if Force Account Labor is being used)				ADD DEL
Draft Bid Documents completed and include compliance requirement that contractors pay State Prevailing Wage (Prevailing Wage Act 820 ILCS 130/0.01-12)				ADD DEL
Project put out to bid				ADD DEL
Project bids received, contractor selection in progress (Include anticipated construction start and end dates in 17. Deliverable Explanation)				ADD DEL
Project under construction (Include percent complete in 17. Deliverable Explanation. Please use only the following percentages: <25%, 25%, 50%, 75%, 90%, 100%)				ADD DEL
Project construction complete (Include anticipated final billing submittal date in 17. Deliverable Explanation)				ADD DEL
18. Performance Measures: (Separate line for each based on UGA Exhibit E)	19. Performance Standard- Frequency (Based on UGA Exhibit F)	20. Results - Accomplishments in Reporting Period	21. Required (R) or Inform Only (IO)	Add - Delete
Recreational Amenities completed	Final Report only		IO	ADD DEL





**STATE OF ILLINOIS  
PERIODIC PERFORMANCE REPORT**

<b>22. Performance Explanation - Award to Date:</b>	<b>Add - Delete</b>
<input type="checkbox"/> All performance accomplishments are on schedule with performance standards.	
<input type="checkbox"/> Not all performance accomplishments are on schedule with performance standards. Explanation(s) required below: (Separate lines as appropriate.)	
	<b>ADD DEL</b>
<b>23. Performance Accomplishments Correlated to Reported Expenses:</b>	
<input type="checkbox"/> Performance is consistent with grant-to-date expected services and expenditures/earnings.	
<input type="checkbox"/> Performance is not consistent with grant-to-date expected services and expenditures/earnings. Explanation(s) required below: (Separate lines as appropriate.)	
	<b>Add - Delete</b>
	<b>ADD DEL</b>

**GRANTEE CERTIFICATION (2 CFR 200.415)**

By signing [authorizing] this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the [related] expenditures, disbursements, cash receipts and reported performance are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

24. Name and Title of Authorized Individual from Grantee Organization:	25. Phone Number
	26. Email Address:

**STATE AGENCY USE ONLY**

27. Name and Title of State Agency PPR Approver:	28. Date Approved:
	28. Date Received:





## STATE OF ILLINOIS PERIODIC FINANCIAL REPORT

### Periodic Financial Report (PFR) Instructions

The Periodic Financial Report (PFR) is a standard, uniform statewide financial reporting format used by all state agencies to collect financial information from recipients of state grant awards. Unless statutorily exempt as documented in the Catalog of State Financial Assistance and the Uniform Grant Agreement (UGA), all grant awards are subject to periodic financial reporting.

General instructions for completing the PFR are contained below. **PLEASE READ ALL INSTRUCTIONS BEFORE COMPLETING THE PFR.** Please contact the state agency's point of contact specified in the "State Agency Contacts" section of your UGA if additional support is needed completing the PFR.

#### Report Submission

1. The grantee must submit the PFR and any forms required by the awarding state agency as specified in the UGA. State awarding agencies have discretion to add to or supplement the PFR as necessary.
2. The PFR must be submitted to the attention of the state agency's points of contact specified in the "State Agency Contacts" section of your UGA in accordance with the requirements established in the award document.

#### Reporting Requirements

1. Unless statutorily exempt as documented in the Catalog of State Financial Assistance and the UGA, all grant awards are required to submit a PFR in accordance with the terms established in the UGA.
2. The Category / Program Expenses or line items of the PFR template should correspond to the current, approved grant budget. All program-specific line items included in the approved budget should be included in the PFR.
3. Use "N/A" for Not Applicable if a data field in Sections (a) through (w) is not relevant to the grant agreement (e.g., Program Income). Terms of the UGA dictate if a field is relevant.
4. The frequency of the PFR is specified in the Notice of Funding Opportunity (NOFO) and the UGA. The PFR must be submitted within the specified time frames. A submittal will be considered "late" if it is more than 15 calendar days past the due date or the date specified by the State agency's JCAR Rules (including approved extensions.)
5. 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/GA/TA/Pages/ResourceLibrary.aspx>.)
6. A final PFR shall be required at the completion of the grant term. For final PFRs, the reporting period end date shall be the end date of the project / grant award.
7. A separate consolidated year-end financial report traced to the organization's financial statement is also required. The Consolidated Year-end Financial Report is inclusive of all State of Illinois funding received by the grantee organization. A separate reporting template and instructions are provided for consolidated year-end reporting.



**STATE OF ILLINOIS  
PERIODIC FINANCIAL REPORT**

Section	Data Element	Section Instruction for PFR
	<b>State Agency/Grantor</b>	State Awarding Agency Name.
(a)	<b>Grantee Name</b>	Enter the name of the grantee as exactly stated in the UGA.
(b)	<b>Grant Number</b>	Number assigned by the state awarding agency to the grant award and specified in the UGA.
(c)	<b>CSFA</b>	Number assigned through the Catalog of State Financial Assistance.
(d)	<b>CFDA(s)</b>	Enter the Catalog of Federal Domestic Assistance (CFDA) number(s) as stated in the UGA. If the program is funded by more than one CFDA, list each CFDA number.
(e)	<b>Appropriation Number(s) (State Agency Use Only)</b>	(For State Agency Use Only) Enter the 16 digit State Appropriation code(s) that fund the grant.
(f)	<b>FEIN Number</b>	Enter the grantee's Federal Employer Identification Number provided by the Internal Revenue Service.
(g)	<b>DUNS</b>	Enter the grantee's Dun and Bradstreet number.
(h)	<b>Program Name and/or Code</b>	Enter the program name and / or code exactly stated in the UGA.
(i)	<b>Date Prepared</b>	Enter date PFR was developed and submitted by the grantee to the awarding state agency.
(j)	<b>Agreement Period</b>	Indicate the start and end date established in the UGA. This may span multiple years, based on the terms of the UGA.
(k)	<b>Report Period</b>	Enter the start and ending date of the reporting period. The reporting frequency is specified in the UGA.
(l)	<b>Final Report for Award Period</b>	Mark the box to identify this PFR is the final report required for the Agreement Period specified in Section (j).
(m)	<b>No changes from prior reporting period and/or No new expenses</b>	Mark the box if there are no changes from the prior reporting period and/or no new expenses.
(n)	<b>Indirect Cost Rate</b>	Enter the Indirect Cost Rate percentage (%) as accepted by your State Cognizant Agency for indirect cost reimbursement on this particular award. (Example: 10%) - If no indirect cost reimbursement is requested please enter 0%
(o)	<b>Approved Indirect Cost Rate Base</b>	Enter the Indirect Cost Base description as accepted by your State Cognizant Agency for indirect cost reimbursement on this particular award. (Example: Modified Total Direct Costs - MTDC) - If no indirect cost reimbursement is requested please enter N/A.
(p)	<b>Program Restrictions</b>	Based on the UGA, select "Yes" or "No" to indicate if there are funding-related program restrictions that will be monitored.
(q)	<b>List of Restrictions</b>	Specify the program restriction(s) if Section (p) was marked "Yes".
(r)	<b>Mandatory Match %</b>	If the UGA includes a mandatory match, select "Yes" and identify percentage in the field provided. If the UGA does not include a mandatory match, select "No".
(s)	<b>Specify Match</b>	Specify the match percentage if Section (r) was marked "Yes".



**STATE OF ILLINOIS  
PERIODIC FINANCIAL REPORT**

Section	Data Element	Section Instruction for PFR
(t)	Program Income (Award to Date)	Enter the cumulative amount of grant program income earned to date including current reporting period. Apply agency policy if required to include program income under budget to actual reporting.
(u)	Program Income (In current reporting period)	Enter the amount of grant program income earned during the current reporting period.
(v)	Interest Earned (Award to Date)	Enter the cumulative amount of grant interest earned to date including current reporting period.
(w)	Interest Earned (In current reporting period)	Enter the amount of grant interest earned during the current reporting period.
(x)	Category / Program Expenses	Enter all current and approved line items as exactly stated within the current, approved grant budget. All program expenses must align with specified line items.
(y)	Current Approved Budget (Enter this item first for every Category/Program Expense)	Enter the most current, approved budget amount for each program expense line item.
	Approved Budget	
	Remaining Balance Available	AUTO CALCULATED: Approved Budget for the line item minus Post Adjustment Grant Expenses (Award to Date)
	Expend %	AUTO CALCULATED: Post Adjustment Grant Expenses (Award to Date) divided by Approved Budget for the line item.
(z)	Grant Expenditures	
	Current Period Grant Expense	Enter the amount of expenditures for each line item being reported as expenditures for this award during the period identified in Section (k).
	Prior Approved Grant Expenses	Enter the amount of expenses by line item reported and approved for this line item prior to this reporting period.
	Grant Expense Adjustment	Enter any adjustments / corrections needed to restate expenditures reported in a prior period.
	Post Adjustment Grant Expenses (Award to Date)	AUTO CALCULATED: Sum of Current Period Grant Expenses, Prior Approved Grant Expenses and Adjustments
(aa)	Current Period Match	Enter amount of cash and in-kind contributions to the grant program for the current reporting period's match requirements. See 2 CFR 200.306.
	Cash	Enter amount of cash contributed to the grant program for the current reporting period.
	In-Kind	Enter value of non-cash contributions to the grant program for the current reporting period.
	Total	AUTO CALCULATED: Total of Cash and In-kind contributions to the grant program in the current reporting period.
(bb)	Total Match (Award to Date)	Enter prior reporting period Total match based on the Previous PFR (Prior Award to Date) plus Total of Current Period Match for the grant program.
(cc)	Total Direct Expenses	AUTO CALCULATED: Sum of the line entries in each column for section (y), (z), (aa) and (bb).
(dd)	Indirect Costs	Enter computed indirect costs based on Sections (n) and (o).
(ee)	Total Expenditures	AUTO CALCULATED: Total Direct Expenses plus Indirect Costs.



**STATE OF ILLINOIS  
PERIODIC FINANCIAL REPORT**

Section	Data Element	Section Instruction for PFR (continued)
	Grantee Certification (2 CFR 200.415)	Federal Uniform Guidance (2 CFR 200.415) requires an authorized grantee representative to certify the accuracy of the information provided in the PFR
(ff)	Name and Title of Authorized Grantee Representative	Enter the name and title of the grantee representative certifying the PFR. This individual must be authorized to represent the grantee in this capacity.
(gg)	Date Submitted	Enter the date the Authorized Grantee Representative submitted the PFR.
(hh)	Email	Enter the email address of the Authorized Grantee Representative certifying the PFR.
(ii)	Telephone Number	Enter the phone number of the Authorized Grantee Representative certifying the PFR.
(jj)	Name and Title of State Agency Authorized Individual	State agency representative authorized to review and approve PFR.
(kk)	Date Received	Date the state agency representative received the submitted PFR.
(ll)	Date Approved	Date the state agency representative authorized approves the PFR.



**STATE OF ILLINOIS  
PERIODIC FINANCIAL REPORT**

<b>(a) Grantee Name</b>	<b>(b) Grant Number</b>	<b>(c) CSFA</b>	<b>(d) CFDA(s)</b>	<b>(e) Appropriation Number(s) (State Agency Use Only)</b>
<b>(f) FEIN Number</b>	<b>(h) Program Name and/or Code</b>			
<b>(i) Agreement Period</b> thru	<b>(k) Report Period</b> July 1 or Start Date thru June 30	<b>(l) Final Report for Award Period</b>	<b>(m) No changes from prior reporting period and/or No new expenses</b>	
<b>(n) Indirect Cost Rate:</b>	<b>(o) Approved Indirect Cost Base:</b>			
<b>(p) Program Restrictions:</b>	<b>(g) List of Restrictions:</b>			
<b>(r) Mandatory Match %:</b>	<b>(s) Specify Match:</b>			
<b>(t) Program Income (Award to Date)</b>	<b>(u) Program Income (In current reporting period)</b>			<b>(v) Interest earned (Award to Date)</b>
\$0.00	\$0.00			<b>(w) Interest earned (In current reporting period)</b>

Category/Program Expenses  <small>(x)</small>	(y) Current Approved Budget			(z) Grant Expenditures			(aa) Current Period Match		(bb) Total Match (Award to Date)	Add/ Delete Row	
	Approved Budget	Remaining Balance Available	Expend %	Current Period Grant Expense	Prior Approved Grant Expenses	Grant Expense Adjustment	Post-Adjustment Grant Expenses (award to date)	Cash			In-kind
<b>(cc) TOTAL DIRECT EXPENSES</b>			0.00								
<b>(dd) Indirect Costs</b>			0.00								
<b>(cc) TOTAL EXPENDITURES</b>			0.00								



**STATE OF ILLINOIS  
PERIODIC FINANCIAL REPORT**

**GRANTEE CERTIFICATION (2CFR 200.415)**

By signing [authorizing] this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the [related] expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

(ff) Name and Title of Authorized Grantee Representative:

(gg) Date Submitted:

(hh) E-mail:

(ii) Telephone Number:

**STATE AGENCY USE ONLY**

(jj) Name and Title of State Agency Individual Authorized to Approve Report:

(kk) Date Received:

(ll) Date Approved:



March 8, 2021

Mr. Dave Guritz  
Director  
Kendall County Forest Preserve District  
110 W. Madison Street  
Yorkville, Illinois 60560

**Subat Forest Preserve Nature Center Master Plan  
Professional Services Proposal**

Dear Mr. Guritz:

Wight & Company (Wight) is pleased to submit this proposal to you and the Kendall County Forest Preserve District (KCFPD) to provide master planning services for the Subat Forest Preserve Nature Center. This proposal includes:

UNDERSTANDING  
SCOPE OF SERVICES  
SCHEDULE  
COMPENSATION  
TERMS & CONDITIONS

**UNDERSTANDING**

We understand the Kendall County Forest Preserve District would like to develop a master plan for the Subat Forest Preserve located on Eldamain Road in Plano, South of IL Route 34. This 68-acre preserve consists of an oak woodland, native prairie, wetland and the Rob Roy Creek flowing through the property. Currently, the Subat Forest Preserve offers a 1-mile looping trail throughout the site and a 20-car gravel parking lot. Visitors can also enjoy a picnic shelter and overlook deck to observe the fen and hummingbirds.

The KCFPD received a donation of approximately \$800K for the Subat Project Endowment Fund to be used to construct a nature center in honor of Mary Subat. KCFPD intends to create a nature center with limited operational and maintenance requirements, while providing spaces for nature based programming and rental opportunities to generate sustainable revenue. Based on our conversations, the KCFPD would like Wight to assist with the development of a master plan of the nature center and associated site amenities, with a potential focus on use during three seasons. In order to complete this planning effort, we will gather relevant GIS data, review the existing site, gather input on the issues, needs and vision from staff and stakeholders and then develop conceptual options and cost estimates. As we progress through this assignment, we will be sensitive to the limited budget and expectations of the Kendall County Forest Preserve District, without sacrificing the quality of design of the nature center and overall educational programmatic experiences.

As an optional service, we can help secure additional funding through and the Illinois Department of Natural Resources (IDNR) Open Space Land Acquisition and Development (OSLAD) grant application, which is typically due on July 1, annually, but not likely to be administered by the IDNR until 2022.

## SCOPE OF SERVICES

Wight & Company will provide preliminary planning, architecture, engineering, landscape architecture and cost estimating services. We propose to provide the following services outlined in the Understanding through the Scope of Services below:

### A. Project Understanding Phase

1. Conduct a project Kick-off Meeting to align the basic client expectations and reach a mutual understanding of the following:
  - a. Key participants and decision-makers
  - b. Project goals and objectives
  - c. Existing conditions
  - d. Scope of work
  - e. Deliverables
  - f. Tentative project schedule
  - g. Communication and responsibility matrix
  - h. Project budget
2. Obtain relevant project data for the site:
  - a. Zoning and land-use designation
  - b. Local ordinances
  - c. Topographic and boundary surveys (if available from KCFPD)
  - d. GIS Data
    - i. Aerials
    - ii. Floodplain/Floodway
    - iii. Wetlands
    - iv. Parcel Data
    - v. Utilities
  - e. National Wetland Inventory Map (NWI)
  - f. Flood Insurance Rate Map (FIRM)
  - g. Previous grant applications
    - i. OSLAD Grant
3. Visit project site to review and photograph existing conditions and confirm base information.
4. Prepare Existing Conditions Plan using aerial photography, GIS Data and topographic survey (if available).
5. Online Community Survey: Prepare and facilitate survey questions to obtain input on the program utilizing online survey platform and District database.
6. Conduct Program Input Sessions: Wight will facilitate in-person and virtual input sessions, utilizing *Zoom Video Conferencing* and/or *Facebook Live* to communicate and present



project information. Ideas, comments, priorities, and voting will be tracked from participants in real-time.

- a. Community/Focus Group
  - b. Forest Preserve Staff
7. Document community engagement process for grant application requirements
  8. Confirm programming opportunities with staff.

#### **B. Conceptual Design Phase**

1. Develop conceptual options:
  - a. Site Amenities
  - b. Architecture
  - c. Landscape
  - d. Grading and Utilities
2. Prepare construction cost opinion.
  - a. Phase 1 Budget Target: \$800K
  - b. Phase 1A Budget Target (assumes \$400K OSLAD Grant: \$1.2M)
3. Review Conceptual with you up to two (2) times. Document meeting results via written meeting summary.
4. Conduct Conceptual Design Input Session:
  - a. Focus Group/Community Design Input Meeting
5. Review Conceptual Design with your Board of Commissioners for comment and approval.
6. Prepare Final Master Plan with perspective rendering.

#### **C. OSLAD Grant Application Phase (OPTIONAL)**

1. Illinois Department of Natural Resources (IDNR) Open Space Land Acquisition and Development (OSLAD) Grant
  - a. Determine appropriate/eligible grant amenities for IDNR/OSLAD and other funding opportunities.
  - b. Evaluate proposed recreational amenities based on IDNR Facility Comparison criteria.
  - c. Facilitate discussions with IDNR Grant Administrators.
  - d. Prepare grant application and submit by July 1, 2022 (TBD).
  - e. Meet with Grant Administrators to review project.
  - f. Assist with preparation of presentation and materials.

#### **D. Additional Services (Not included in this proposal)**

1. Services not specified in the scope of services will be considered additional services. Prior to any additional services work, we will discuss additional services with the client for written authorization to proceed.
2. Services of sub-consultants not indicated in the scope of services.
3. Services required due to unforeseen site conditions or circumstances beyond the control of the project team.

## SCHEDULE

We propose to begin work on this assignment upon your authorization and anticipate 5 months to complete this work. We will prepare a detailed project schedule for your review and input during the initial project kick-off meeting, based on the preliminary schedule below:

- Project Understanding Phase: June - July 2021
- Conceptual Design Phase: August - October 2021

## COMPENSATION

Wight proposes to provide the Scope of Services described in this proposal for Fixed Fee of:

Project Understanding Phase  
Conceptual Design Phase  
**Total Fixed Fee: \$24,500**

IDNR OSLAD Grant Preparation Phase (OPTIONAL): \$6,500

In addition to the professional services fees, we will invoice reimbursable expenses at direct costs plus 10% and capped at \$500. The following is list of typical reimbursable expenses:

- CAD plots, printing, color reproductions and delivery costs of drawings and reports.
- Supplies, materials, and costs related to specific reports and presentations.
- Travel at current IRS established reimbursement rate.

## TERMS & CONDITIONS

This proposal assumes the terms and conditions outlined in the AIA Document B101-2017, "Standard Form of Agreement between Owner and Architect." Wight will invoice monthly based on a percentage of the work completed and payment will be due in 30-days (or in accordance with the Illinois Prompt Payment Act).

We thank you for the opportunity to continue our relationship with the Kendall County Forest Preserve District and look forward to working with you on this planning effort.

If this proposal meets your approval, please sign one copy and return it to us. If you have any questions regarding this proposal, please do not hesitate to contact us.

Respectfully submitted,  
WIGHT & COMPANY



Robert S. Ijams, PLA  
Director of Parks & Recreation



Jason Dwyer, AIA, LEED AP  
President, Design & Construction

Approved by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

cc Ragan Freitag Pattison, Lois Vitt Sale, Wight & Company

March 10, 2021

David Guritz  
Director  
KENDALL COUNTY FOREST PRESERVE  
110 W. Madison Street  
Yorkville, IL 60560

Phone: (630) 553-4131  
Email: dguritz@co.kendall.il.us

Re: Appraisal of the property described as:  
Reservation Woods, Oswego, IL 60543 (Parcel 06-06-300-001, 05-01-400-004 and 05-01-400-005) ("Property")

Dear Mr. Guritz:

Newmark Knight Frank Valuation & Advisory, LLC ("Firm") agrees to provide Kendall County Forest Preserve ("Client") an appraisal of the above Property in accordance with, and subject to, the terms and conditions set forth below and the attached Schedules (collectively the "Agreement").

<b>APPRAISAL FEE:</b>	<b>\$2,000.00 (inclusive of expenses).</b>
<b>ADDITIONAL HOURLY FEES:</b>	<b>None</b>
<b>RETAINER:</b>	<b>None</b>
<b>REPORT DELIVERABLES:</b>	<b>The appraisal, draft and/or final, shall be delivered in electronic format (typically, pdf). One original hard copy of the final appraisal will be provided to Client upon request.</b>
<b>COMMENCEMENT AND DELIVERY DATE:</b>	<b>Delivery is as follows:</b>  <b>Final appraisal report: March 31, 2021</b>  <b>The appraisal process will commence upon receipt by the Firm of (i) this Agreement, signed by Client, (ii) the retainer, and (iii) information and materials identified in Schedule "B." The appraisal process will conclude upon delivery of the final appraisal report, unless terminated sooner by the Firm or Client or as provided herein.</b>

<b>REPORT TYPE:</b>	Appraisal Report
<b>VALUATION PREMISE:</b>	Market Value
<b>INTEREST IN THE PROPERTY APPRAISED:</b>	Fee Simple Estate
<b>DATE(S) OF VALUE:</b>	Current as of: Date of Inspection
<b>INTENDED USER(S):</b>	Intended users of the appraisal include only Client and the following parties Client, and no other party is permitted to use or rely on the appraisal ("Intended Users"). ("Intended Users"), and no other party is permitted to use or rely on the appraisal. The identification of Intended User(s) of the appraisal is to determine the type and extent of research, analysis and reporting appropriate for the assignment. Designation of a party other than Client as an Intended User is not intended to confer upon such party any rights under this Agreement.
<b>INTENDED USE:</b>	The intended use of the appraisal is solely for internal business decisions ("Intended Use") and no other use.
<b>RELIANCE LANGUAGE:</b>	None
<b>GUIDELINES:</b>	The analyses, opinions and conclusions are to be developed based on, and the appraisal will be prepared in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP) as published by the Appraisal Foundation.
<b>SCOPE OF WORK:</b>	The appraiser will use and properly apply all applicable and appropriate approaches to value sufficient to produce credible assignment results. The scope of the analysis will be appropriate for the appraisal problem.
<b>ASSUMPTIONS/ LIMITING CONDITIONS:</b>	The appraisal will be subject to Firm's standard Assumptions and Limiting Conditions, which will be incorporated into the appraisal report. In addition, the appraisal may be subject to and the appraisal report may contain Extraordinary Assumptions and Hypothetical Conditions.
<b>ACCEPTANCE:</b>	This shall constitute an Agreement only if countersigned by the Client, or by an officer, director or other representative of Client who, by signing and accepting this proposal, represents and warrants that he/she is authorized by Client to do so.

**PAYMENT:** Client will be invoiced the appraisal fee (and any expenses) which will be earned in full upon initial delivery of the appraisal report (draft or final), with such appraisal fee (and expenses) payable within 30 days of invoicing.

Payment of the said fee is not contingent upon any predetermined value or on an action or event resulting from the analysis, opinions, conclusions or use of the appraisal.

**CHANGES TO THE AGREEMENT:** Any significant changes to the assignment as outlined in this Agreement such as the identity of the Client, Intended User, or Intended Use, will require the preparation and execution of a new agreement.

**CANCELLATION OF ASSIGNMENT:** Client may cancel this Agreement at any time prior to the Firm's delivery of the appraisal upon written notification to the Firm. Client shall pay Firm for all work completed on the assignment prior to Firm's receipt of such written cancellation notice, unless otherwise agreed upon by Firm and Client in writing. The Firm may withdraw without penalty or liability from the assignment(s) contemplated by the Agreement before completion or reporting if the Firm determines, in the Firm's sole discretion, that incomplete information was provided to the Firm prior to the engagement, that Client or other parties have not or cannot provide documentation or information necessary to the Firm's analysis or reporting, that conditions of the Property render the original scope of work inappropriate, that a conflict of interest has arisen, or that Client has not complied with its payment obligations under this Agreement. The Firm shall notify Client of such withdrawal in writing.

**PHASE PAYMENTS CANCELLATION:**

Client may cancel this Agreement at any time prior to the Firm's delivery of the appraisal upon written notification to the Firm. Client shall pay Firm for all work completed on the assignment prior to Firm's receipt of such written cancellation notice, unless otherwise agreed upon by Firm and Client in writing.

**NO THIRD-PARTY BENEFICIARIES:** Nothing in the Agreement shall create a contractual relationship or any legal duty between Firm or Client and any third party, nor any cause of action, right, or claim in favor of any third party and against Firm or Client. In addition, this Agreement is not intended to, and shall not be construed to, render any person or entity a third-party beneficiary of this Agreement. Client acknowledges

and agrees that the appraisal report shall reflect the foregoing. In addition, the appraisal report shall state that no party other than an Intended User identified in the Agreement is entitled to rely upon the appraisal.

This Agreement may be rescinded by the Firm unless signed and returned to the undersigned within 10 days from the date hereof.

If this Agreement correctly sets forth the Client's understanding of the services to be rendered, and if the terms are satisfactory, please execute and return the Agreement together with any required retainer.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute a fully executed agreement, with the same effect and validity as a single, original agreement signed by all of the parties. Facsimile signatures shall have the same validity and effect as original signatures.

Thank you and we look forward to working on this assignment.

Respectfully,



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Scott R. Kling  
Vice President  
Certified General Real Estate Appraiser  
License No. IL 553.001071  
Scott.kling@ngkf.com  
(630) 272-1820

Agreed:  
KENDALL COUNTY FOREST PRESERVE

SIGNATURE:

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PRINT NAME:

---

TITLE:

DATE:

---

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Schedule "A"

## TERMS AND CONDITIONS

### ATTACHED TO AND A PART OF THE AGREEMENT DATED MARCH 10, 2021 TO PROVIDE APPRAISAL SERVICES FOR KENDALL COUNTY FOREST PRESERVE

1. These Terms and Conditions are attached to and incorporated into the above referenced Agreement as though fully set forth in full therein. Capitalized terms if not defined herein shall have the same meaning as defined in the Agreement.
2. With respect to any appraisal report, use of or reliance on the appraisal by any party, regardless of whether the use or reliance is authorized or known by the Firm, constitutes acceptance of these Terms and Conditions as well as acceptance of all other appraisal statements, limiting conditions and assumptions stated in the Agreement and appraisal report.
3. It is assumed that there are no matters affecting the Property that would require the expertise of other professionals, such as engineers or an environmental consultant, for Firm to provide the appraisal. If such additional expertise is required, it shall be provided by other parties retained by Client at Client's sole cost and expense.
4. Client acknowledges that the Firm is being retained as an independent contractor to provide the services described herein and nothing in this Agreement shall be deemed to create any other relationship between Firm and Client, including but not limited to an agency relationship. The parties neither intend nor have any expectation that any such relationship will arise as a matter of law or as a result of this Agreement. This assignment shall be deemed concluded and the services hereunder completed upon delivery of the appraisal described herein to Client.
5. All statements of fact contained in the appraisal report as a basis of the appraiser's analyses, opinions, and conclusions will be true and correct to the best of the appraiser's actual knowledge and belief. The appraiser is entitled to, and shall rely upon the accuracy of information and material furnished to the Firm by Client. Appraiser is also entitled to, and shall, rely on information provided by sources upon which members of the appraisal profession typically rely and that are deemed to be reliable by members of that profession without independent verification.
6. The Firm and the appraiser shall have no responsibility for legal matters, or questions or issues involving survey or title, soil or subsoil conditions, engineering, zoning, buildability, environmental contamination, structural matters, construction defects, material or methodology, or other similar technical matters with regarding the Property. Furthermore, the appraisal will not constitute a survey of the Property.
7. The appraisal and the data and information gathered in its preparation (other than the confidential data and information provided by Client) is and will remain, the property of the Firm. The Firm shall not violate the confidential nature of the appraiser-client relationship by improperly disclosing any confidential information furnished by Client to the Firm. Notwithstanding the foregoing, the Firm and the appraiser are authorized by Client to disclose all or any portion of the appraisal and appraisal report and the related data and information, including confidential data and information provided by Client, to appropriate representatives of the Appraisal Institute if such disclosure is required to comply with the Standards, Bylaws and Regulations of the Appraisal Institute, as well as, such disclosure as required

by law and regulations, including compliance with a subpoena and licensing authority regulatory inquiries. The Firm is also authorized to include both confidential and non-confidential data assembled in the course of preparing the appraisal and which may be incorporated into the appraisal report in a database controlled by the Firm for the aggregation of such data and information to produce analytics and other metrics or products.

8. Unless specifically noted in the appraisal report, the appraisal will not take into consideration the possibility or probability of the existence of asbestos, PCB transformers, other toxic, hazardous, or contaminated substances and/or underground storage tanks (hazardous material) at on or in the Property, or the cost of encapsulation, removal or remediation thereof.
9. Client shall indemnify, defend (by counsel to be selected by Firm), protect, and hold Firm and Firm's appraisers, agents, employees, affiliates, representatives, successors and assigns (each, a "Firm Party"), free and harmless from any and all claims, liabilities, losses, penalties, fines, forfeitures, amounts paid in settlement, judgments, and all reasonable attorneys' fees and related litigation costs, fees and expenses incurred by the any of such indemnitees, which result from (i) any failure by Client or Client's agents or representatives to provide Firm with complete and accurate information regarding the Property; (ii) any material breach by Client of the provisions of the Agreement; (iii) if delivery of the appraisal to a third party is permitted by the Firm, Client providing an incomplete copy of the appraisal to such third party; or (iv) arising from Client or Client's agents or representatives providing a copy of the appraisal to a party not authorized by the Firm to receive such copy.
10. In preparing the appraisal, it is possible that the appraiser will discover conflicting information. In that event, appraiser will utilize information and data considered to be the most authoritative and for critical information will document the source. Information and data referred to may include, but is not limited to, legal descriptions; physical street addresses; assessor parcel numbers; property history; dimensions and areas of the site/land; dimensions and areas of the building improvements; physical unit counts; rent rolls; leases; lease abstracts; income and expense data; and any other related data. Any material discrepancy and/or error in any of the above data could have a substantial impact on the conclusions reported, and the Firm therefore reserves the right to amend conclusions reported if the Firm is made aware of any such discrepancy and/or error.
11. The appraisal may not be used, included or referenced, in whole or in part, in any offering or other materials without the prior written consent of the Firm, which consent may be conditioned upon the receipt by the Firm of an indemnity agreement, in form and content, satisfactory to Firm and provided by an indemnitor satisfactory to Firm. Client agrees to pay the fees of the Firm's legal counsel for review of any materials which is the subject of the requested consent. Except as agreed by the Firm expressly in writing, the Firm disclaims liability to any party other than Client.
12. The Firm shall not provide a copy of the appraisal to, or disclose the results of the appraisal to, any party other than Client, unless Client authorizes same, except as provided in the Confidentiality Section of the ETHICS RULE of the Uniform Standards of Professional Appraisal Practice (USPAP) or as otherwise required by law or regulations.
13. Client and any other identified Intended User should consider the appraisal as only one factor together with its own independent considerations and underwriting guidelines in making any decision or investment or taking any action regarding the Property. Client agrees that Firm shall not be responsible

- in any way for any decision of Client or any Intended User related to the Property or for the advice or services provided by any other advisors or contractors.
14. Unless otherwise stated in this Agreement, Client agrees that the services pursuant to this Agreement shall not include participation in or preparation for, or attendance at, any legal, judicial, administrative, or arbitration proceeding relating to this assignment. In the event the Firm or any Firm Party is required, whether through the service of a subpoena or otherwise, to produce documents or participate in or prepare for any discovery, testimony or attendance, relating to the appraisal or this assignment, where the Firm or Firm Party is not a party to the action or proceedings involved, Client agrees to reimburse expenses incurred by the Firm or Firm Party, including attorney's fees, in responding to such subpoena or other legal process and compensate the Firm therefor based upon the appraiser's prevailing hourly or daily rate for providing services as an expert consultant or witness.
  15. Except as expressly provided herein, Firm makes no representations or warranties to Client or to any other person or entity with respect to the appraisal and the services to be provided by Firm under this Agreement. To the maximum extent permitted under applicable law, in no event will the Firm or any Firm Party be liable to Client or any third party (regardless of whether such party's claimed use or reliance on the appraisal was authorized by the Firm or a Firm Party) for any indirect, special, exemplary, incidental, or consequential damages (including loss of profits) arising from or relating to this Agreement or the appraisal, even if such party knew or should have known of the possibility of, or could reasonably have prevented, such damages. In no event shall the total liability of the Firm or any Firm Party to Client or any third party (regardless of whether such party's claimed use or reliance on the appraisal was authorized by the Firm or a Firm Party) arising from or relating to this Agreement or the appraisal, whether based on tort, contract, or any other legal theory, exceed the amount of fees paid to the Firm for the appraisal and the services described herein. Legal claims or causes of action relating to the appraisal are not assignable, except: (i) as the result of a merger, consolidation, sale or purchase of a legal entity, (ii) with regard to the collection of a bona fide existing debt for services but then only to the extent of the total compensation for the appraisal plus reasonable interest, or (iii) in the case of an appraisal performed in connection with the origination of a mortgage loan, as part of the transfer or sale of the mortgage before an event of default on the mortgage or note or its legal equivalent.
  16. Federal banking regulations require banks and other lending institutions to engage appraisers where FIRREA compliant appraisals must be used in connection with mortgage loans or other transactions involving federally regulated lending institutions. In view of that requirement, the appraisal may not be accepted by a federally regulated financial institution.
  17. In the event Client fails to make payments of any fees or sums when due and payable under this Agreement; then from the date due and payable until paid, the amount due and payable shall bear interest at the maximum rate permitted under the laws of the state in which the Property is located. If the Firm is required to undertake collection efforts including institution of legal action against Client relating to the Agreement, the Firm shall be entitled to recover attorney's fees, litigation expenses, and costs from Client.
  18. To the extent permitted under applicable law, any legal action or lawsuit or other proceeding by Client or any Intended User of the appraisal against Firm or a Firm Party whether based in contract, tort, warranty, indemnity or otherwise, relating to the appraisal shall be commenced within two (2) years

from the date of delivery of the appraisal to the claimant in such action or proceeding, unless the applicable law provides for a shorter period, and any such claimant waives the right to a jury in any such legal action or lawsuit or other proceeding. Notwithstanding the state of domicile or residency of either party to this Agreement, this Agreement shall be governed and construed under the laws of the state in which the Property is located, and venue for any action or proceeding arising out of this Agreement shall be deemed proper only in the court of competent jurisdiction located in the state in which the Property is located.

19. Throughout the performance of services under this Agreement, the Firm shall maintain at its sole cost and expense the following insurance:
- (a) Workers' Compensation, so as to provide statutory benefits as required by the laws of each state within the United States in which the Firm's services are being provided, and Employer's Liability insurance with limits of liability of \$1,000,000 each accident, \$1,000,000 disease each employee and \$1,000,000 disease policy limit covering all employees of the Firm engaged in the performance of such services.
  - (b) Fidelity insurance or bond with a limit of \$1,000,000 to insure the Firm against loss of its or Client's assets caused from the dishonest acts of the Firm's employees.
  - (c) Professional Liability insurance with a limit of liability of \$1,000,000 each claim and \$1,000,000 aggregate, which limits may be provided by a combination of primary and excess policies.
  - (d) Commercial General Liability insurance providing coverage against damages due to bodily injury (including death), property damage and personal and advertising injury arising in connection with the Firm's services provided under this Agreement, which insurance coverage shall: (i) be occurrence-based; (ii) provide limits of liability in an amount of \$1,000,000 each occurrence and \$1,000,000 aggregate (including excess and/or umbrella limits), (iii) include at least those coverages generally included in the most current ISO Commercial General Liability insurance policy form (or its equivalent); and (iv) include Client, and such other persons or entities as Client has identified in writing, as additional insureds solely with regard to claims arising out of this Agreement.
  - (e) Commercial automobile liability for owned, hired and non-owned motor vehicles, with a \$1,000,000 combined single limit.

Schedule "B"

## PROPERTY INFORMATION LIST

ATTACHED TO AND A PART OF THE AGREEMENT DATED MARCH 10, 2021 TO PROVIDE APPRAISAL SERVICES FOR KENDALL COUNTY FOREST PRESERVE

The following information is requested to be delivered to the Firm so we can provide the proposed services and prepare the Appraisal within the agreed upon time frame. Please forward the physical data such as the site plan, previous engineering reports and/or property reports describing the physical attributes of the Property and all financial information such as rent roll and income and expense statements first as these items are the most time sensitive and should be received immediately to meet the time requirements of this assignment. If, at this time, you are certain you will not be providing any specific items noted below, please cross out the item and mark "NA" next to the item so that we will be notified that the information is not available and will not be forthcoming.

1. **Please indicate whether Newmark is sales broker, leasing broker, mortgage broker or property manager for the subject property.**
2. Site plan, if available. (Preferably, an AS BUILT PLAN showing an outline of building/s drawn to scale. Please do not send reductions so original scale may be used for measurement purposes.
3. Building plans, if available.
4. Prior engineering report or physical descriptions from prior appraisals or asset management report, if available.
5. Leasing brochures and/or other marketing materials, if available.
6. If the Property has been offered for sale within the last two years, a copy of the offering memorandum or investment book.
7. Past feasibility or market studies and economic impact studies as well as any relevant information collected from third party sources.
8. Agreements of Sale/Options to Buy (current or during last three years), if any.
9. Income and expense statements for the past three years plus year-to-date income and expense statements.
10. Operating budget for current and next year, if available.
11. Management contracts.
12. Copy of most recent real estate tax bill. Please advise if there has been a notice or inquiry by either the County Assessment Board or the School Board regarding the property assessment. Is there any pending litigation or negotiations with these parties that could result in an assessment increase or decrease?

13. Title report, Legal Description, or copy of deed. Provide a written statement of five-year history of legal property owner. Please advise, if there any deed restrictions or encumbrances, easements or cross easements.
14. Personal property inventory, if available.
15. Occupancy rates for the last three years, if not revealed in the financial statements.
16. Ground leases, if any.
17. Approximate actual construction costs, if built during the past three years.
18. Environmental audits and studies disclosing any wetlands, hazardous wastes or other environmental conditions such as asbestos or radon.
19. List of any known major repairs and improvements needed.
20. Three-year history of capital improvements.
21. Name of contact person for the on-site physical inspection.

### **For Apartment Property**

22. Unit mix showing rentable area and asking rent by unit type
23. Scaled apartment unit plans showing layouts and measurements so that rentable area can be confirmed, if available.
24. Rent roll showing tenant name, apartment number, dates of leases and the type of apartment, asking/market rents for each apartment, and contractual rent for each apartment unit. (It would be greatly appreciated if you can provide the rent roll in Excel.)
25. Terms of leases and/rent roll for leased commercial space or roof top rentals. Copies of commercial leases are desirable. If any commercial leases provide for pass through of operating expenses over a base year stop, please provide the dollar amount of the base year stop.

### **For Industrial, Office, Retail Property**

26. Rent Roll (please sign and date) and copies of leases, including addenda and all amendments. Please indicate which leases may have early termination provisions, expansion and/or purchase options. Please identify any tenants who have initiated discussions to renew, terminate or renegotiate/modify their lease(s), or who have given notice to terminate. Proposed terms for such re-negotiations should be revealed.
27. Provide letters of intent to lease or other any outstanding lease proposals that have a reasonable likelihood of being finalized into executed leases.
28. Prior Argus files, if any.
29. List of outstanding leasing commissions brokers and terms of future payments.
30. Financial information such as Annual Statements or credit report/ratings on any major tenant in the building.

31. CAM and real estate tax reimbursement worksheets or listing of base year operating expenses, if applicable.
32. Three-year history of tenant retail sales, if available.

### **For Lodging Property**

33. Terms of leases if any and/rent roll for leased commercial space or roof top rentals.
34. ADR and Occupancy rates for the last three years, if not revealed in the financial statements.
35. Business Plan and Marketing Strategy, if any for the upcoming fiscal year.
36. Terms of franchise agreement and management agreement, if any.

### **For Residential Subdivision Property**

37. Building plans for the proposed single family, townhouse, age-restricted, and condominium residences. Please do not send reductions so original scale may be used for measurement purposes.
38. Market Surveys and Feasibility Analyses, if any, for the proposed development program.
39. Marketing materials for the proposed single family, townhouse, age-restricted, and condominium residences.



O'Malley Welding and Fabricating, Inc.

1209 Badger St  
 Yorkville IL 60560  
 630-553-1604

# QUOTE

DATE	QUOTE NO.
3/12/2021	1136

<b>NAME / ADDRESS</b>
Kendall County Forest Preserve 110 W Madison ST Yorkville, IL 60560

<b>Ship To</b>

P.O. NO.	TERMS
	Net 30

DESCRIPTION	QTY	COST	TOTAL
Misc fabrication: supply labor and material required to fabricate and install 2 fence extensions on the north abudment of the old Millbrook bridge		3,150.00	3,150.00

<b>Sales Tax (8.25%)</b>	\$0.00
<b>TOTAL</b>	<b>\$3,150.00</b>

<b>Fax #</b>
630-553-1605