

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 and payment address (if different than principal office) at N/A, 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 N/A is Grantee's correct UEI, if applicable, that 36-6006598 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 or are estimated to be \$ 828,200.00 of which \$ 0 are federal funds. Grantee agrees to accept Grantor's payment as specified in the

Exhibits and attachments incorporated herein as part of this Agreement.

1.3. **Identification Numbers.** If applicable, the Federal Award Identification Number (FAIN) is N/A, the federal awarding agency is N/A, and the Federal Award date is N/A. If applicable, the Assistance Listing Program Title is N/A and Assistance Listing Number is N/A. The Catalog of State Financial Assistance (CSFA) Number is 422-11-1165. The State Award Identification Number is 1165-25085.

1.4. **Term.** This Agreement shall be effective on the date of the last signature and shall expire on two years, less one day unless terminated pursuant to this Agreement.

1.5. **Certification.** Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

1.6. **Signatures.** In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

ILLINOIS DEPARTMENT OF NATURAL RESOURCES

KENDALL COUNTY FOREST PRESERVE DISTRICT

By: _____
Signature of Director of DNR
Date: _____
Printed Name: Colleen Callahan
Printed Title: Director

By: _____
Signature of Authorized Representative
Date: _____
Printed Name: _____
Printed Title: _____
E-mail: _____

Other Approver

By: _____
Signature of Chief Financial Officer
Date: _____
Printed Name: Brad Colantino
Printed Title: Chief Financial Officer

Other Approver

By: _____
Signature of Chief Counsel
Date: _____
Printed Name: Renee Snow
Printed Title: Chief Counsel

**ARTICLE II
REQUIRED REPRESENTATIONS**

2.1. Standing and Authority. Grantee warrants that:

(a) Grantee is duly organized, validly existing and in good standing, if applicable, 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, if applicable, 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 Income Tax 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 \$30,000. 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 7000.40(c)(1)(A).

2.5. Compliance with Registration Requirements. Grantee certifies that it: (i) is registered with the federal SAM; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable; and (v) have successfully completed the annual registration and prequalification through the Grantee Portal. 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 7000.30.

“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 7000.30.

“Assistance Listings” has the same meaning as in 2 CFR 200.1.

“Assistance Listing Number” has the same meaning as in 2 CFR 200.1

“Assistance Listing Program Title” has the same meaning as in 2 CFR 200.1.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Budget Period” has the same meaning as in 2 CFR 200.1.

“Catalog of State Financial Assistance” or “CSFA” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“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 7000.30.

“Consolidated Year-End Financial Report” or “CYEFR” 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 7000.30.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Disallowed Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“DUNS Number” means a unique nine-digit identification number provided by Dun & Bradstreet for each

physical location of Grantee's organization.

"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 7000.30.

"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code 7000.30. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.30.

"GATU" means the Grant Accountability and Transparency Unit of GOMB.

"Generally Accepted Accounting Principles" or "GAAP" has the same meaning as in 2 CFR 200.1.

"GOMB" means the Illinois Governor's Office of Management and Budget.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Grantee Portal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Improper Payment" has the same meaning as in 2 CFR 200.1.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"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 7000.30.

"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 2 CFR 200.1.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"OMB" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Obligations" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Period of Performance" has the same meaning as in 2 CFR 200.1.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.30.

“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.

“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.

“Unallowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Unique Entity Identifier” or “UEI” means the unique identifier assigned to the Grantee or to subrecipients by SAM.

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. **Pre-Award Costs.** Pre-award costs are not permitted unless specifically authorized by the Grantor in **Exhibit A, PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by the Grantor. 2 CFR 200.458.

4.3. **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.

4.4. 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. See 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantee agrees to hold harmless Grantor 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 if 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.

4.6. 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.

4.7. 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 200.305(b)(8).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **PART TWO**, **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.

4.9. 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 other 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 by reference. 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 application, 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 2 CFR 200.308 or 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.

6.3. **Discretionary and Non-discretionary Line Item Transfers.** Discretionary and non-discretionary line item transfers may only be made in accordance with 2 CFR 200.308 and 44 Ill. Admin. Code 7000.370. Neither discretionary nor non-discretionary line item transfers may result in an increase to the total amount of Grant Funds in the Budget unless Prior Approval is obtained from Grantor.

6.4. **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).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until the Grantee elects a different option.

(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 2 CFR 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.

(d) A Grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of modified total direct costs which may be used indefinitely. No documentation is required to justify the 10% de minimis Indirect Cost Rate. 2 CFR 200.414(f).

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 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 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 ILCS 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 2 CFR 200.205(a), 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 officer, director, partner or other 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.

(u) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or sub-contractor(s) that performs work using funds from this Award, shall, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

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 Financial Assistance, 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 XII 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 (as amended) (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 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(l) 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 200.334, unless a different retention period is specified in 2 CFR 200.334 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 200.337 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 200.337, 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 or inquiry.

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 200.329 and 200.332. 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 200.208. Unless so specified, the first of such reports shall cover the first three months after the Award begins, and reports must be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**, unless additional information regarding required financial reports is 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 208(b)(3) and 200.328. 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 no later than the due date specified in **PART TWO** or **PART THREE** following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(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 200.345.

13.3. 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. 44 Ill. Admin. Code 7000.80.

**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**, **PART THREE** or **Exhibit G**. 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 200.208, 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 200.329 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329. 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, no later than the due date specified in **PART TWO** or **PART THREE** following the end of the period of performance or Agreement termination. See 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b)(1).

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all Performance Reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: 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 and demonstration of cost effective practices (e.g., through unit cost data); 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. Consolidated Year-End Financial Reports (CYEFR). All grantees are required to complete and submit a CYEFR through the Grantee Portal. The CYEFR is a required schedule in the Grantee's audit report if the Grantee is required to complete and submit an audit report as set forth herein.

(a) This Paragraph 15.2 applies to all Grantees, unless exempted pursuant to a federal or state statute or regulation, which is identified in **PART TWO** or **PART THREE**.

(b) The CYEFR must cover the same period as the Audited Financial Statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Audited Financial Statements are not required, however, then the CYEFR must cover the Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(c) CYEFRs must include an in relation to opinion from the auditor of the financial statements included in the CYEFR.

(d) CYEFRs shall follow a format prescribed by Grantor.

15.3. 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 \$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 15.3(b) and 15.3(c)(i-iii) but is required to have a financial statement audit conducted based 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.

15.4. **"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 15.3(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.

15.5. **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.

15.6. **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; NON-COMPLIANCE

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) calendar 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 200.340(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) If the Award no longer effectuates the program goals or agency priorities as set forth in **Exhibit A, PART TWO** or **PART THREE**; 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 the U.S. Constitution, 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 200.208. 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 200.339. 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 and 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 200.342; 44 Ill. Admin. Code 7000.80 and 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 200.343.

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 200.340(d).

**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. Grantee must notify any potential sub-recipient that the sub-recipient shall obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

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. The terms of this Agreement shall apply to all subawards authorized in accordance with Paragraph 17.1. 2 CFR 200.101(b)(2).

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 17.1 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. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

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, UEI, SAM registration status, Related Parties, senior management 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 STRUCTURAL REORGANIZATION AND RECONSTITUTION OF 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 ARTICLE XIX 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 200.113 and 30 ILCS 708/35.

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 or in part 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 either 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.

22.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, the Grantee should, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

**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 material, the phrase “Funding provided in whole or in part by the [Grantor].” Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

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 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.**

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: 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 rule(s), the relevant statute(s) or rule(s) shall control.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements 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 a 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 ARTICLE XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

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EXHIBIT A

PROJECT DESCRIPTION

Pickerill-Pigott Estate House Public Access Improvements Project

The purpose of this Agreement is to enable IDNR to provide financial assistance to the Grantee for the Pickerill-Pigott Estate House Public Access Improvements.

This grant is funded through the Build Illinois Bond Fund. It is funded 75% through state funding and 25% by the project sponsor (Grantee). Local governments defined as "disadvantaged" in the administrative rule shall be eligible for up to 90% funding assistance, provided that no more than 10% of the amount so appropriated in any fiscal year is made available for such governments.

Kendall County Forest Preserve District acquired the Pickerill-Pigott Forest Preserve (99.85 total acres) in 2008. The acquisition included a fee-simple purchase of 69.31-acres for \$4.23M, and donation of 29.54-acres from the late Ken Pickerill, including his estate house. Pickerill Pigott Forest Preserve is centrally located near the Village of Oswego and United City of Yorkville, Kendall County's main population centers. The design of the Pickerill estate house (Total Sq. Ft.: 10,578. Estimated Present-Day Value: \$1.5-2M) is well-suited for cost-effective conversion to a multi-use indoor recreational facility. The Pickerill estate house first-floor features large rooms (4,975 total sq. ft), vaulted ceilings, 2-quarried stone fire places, with bitternut hickory wall and ceiling paneling throughout. The main gathering room overlooks a brick patio courtyard area with entryways on three sides. The estate house is not currently ADA accessible. This IDNR PARC grant project will complete estate house ADA and life safety building code renovations needed to open the facility's first floor to the public, and includes construction of an adjoining open-air pavilion for use by the general public. The District is taking a cooperative program approach for use of the facility through engagement of other public agencies and local community partners. Kendall County Forest Preserve District is working to complete initial preserve public access improvements with support from a FY19 IDNR-OSLAD grant (\$633,000) including an entrance drive; ADA parking and trail improvements; a trail head welcome center including washrooms, and a picnic shelter. Improvements will be completed by mid-summer 2020.

EXHIBIT B

DELIVERABLES OR MILESTONES

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

Project billings shall be submitted to at project completion unless otherwise approved by IDNR.

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 as directed in the Implementation and Billing Packet (Exhibit B1).

If the approved PARC 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.

The Grantee is required to file quarterly Periodic Performance Report 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)). The grantee must submit Periodic Performance Report on the first day of the next existing quarterly schedule (Jan, April, July & Oct) beginning with the quarter immediately following the project effective date.

The Grantee shall be responsible for developing the project site in general accordance with the site development plan approved by IDNR and attached hereto as part of Grantee's Application. Grantee shall make all development plans and specifications available for review by IDNR upon request.

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.

The Grants Manual, a copy of which the IDNR [or Department or Grantor] previously provided to the Grantee, is hereby incorporated herein by reference and made a material and binding part of this Agreement. The undersigned acknowledges that he or she (1) has reviewed the Grants Manual and (2) agrees to comply with same. _____ (initials of undersigned).

*Exhibit B2 also includes the approved project budget.

EXHIBIT C

PAYMENT

Grantee shall receive up to \$ 828,200.00 under this Agreement.

Enter specific terms of payment here:

1. A project shall be deemed completed for grant payment when the Grantee submits a development project billing form seeking grant reimbursement which is approved for payment by IDNR. Failure by the Grantee to submit required billing forms and substantiating documentation within a one (1) year period following the project expiration date will result in the Grantee forfeiting all project reimbursements 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.
2. Project costs eligible for assistance shall be determined upon the basis of criteria set forth for the PARC Grant Program, as set out in 17 Ill. Adm. Code 3070.50 et seq.
3. 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 the administrative rules (see 17 IL ADC 3070.70).
4. 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. Project costs for which reimbursement is sought cannot be incurred by the project applicant prior to grant approval notification. Costs incurred prior to Department approval are ineligible for grant assistance with the exception of architectural and engineering fees. For acquisition projects, costs are considered incurred when a property deed, lease or other conveyance is accepted by the local sponsor or first payment is made on the project property or to an escrow account for the property. Development project costs are considered incurred on the date construction contracts are signed or actual physical work begins on the project site or project materials are delivered. 17 Ill. Adm. Code 3070.50.
5. 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)).
6. Upon project completion, Grantee must submit a certified project billing request listing and verifying all funds expended on the project for which grant reimbursement is sought, as well as required billing documentation, as follows (17 Ill. Adm. Code 3070.70):
 - a) Acquisition Project: Proof of good faith negotiations or fair market value offer to land seller, copy of property deed and title insurance policy (Judgment Order in case of condemnation) showing ownership transferred to the local Grantee, and copies of canceled checks showing proof of payment to seller.
 - b) Development Projects: Copy of construction as-built drawings (no larger than 11" x 17") and verification of actual project costs.

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: Ann Fletcher
Title: Grant Administrator
Address: One Natural Resources Way, Springfield, IL 62702-1271
Phone: (217) 557-7815
TTY#: _____
Fax#: (217) 558-4192
E-mail Address: ann.fletcher@illinois.gov

PRIMARY GRANTEE CONTACT

Name: Dave Guritz
Title: Director
Address: 110 W. Madison Street, Yorkville, IL 60560
Phone: (630) 553-4131
TTY#: _____
Fax#: _____
E-mail Address: dguritz@co.kendall.il.us

SECONDARY GRANTEE CONTACT

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 Pickerill-Pigott Estate House Public Access Improvements, an area that can be utilized by members of the general public for recreational use.

EXHIBIT F

PERFORMANCE STANDARDS

Completion of this project will allow citizens of Kendall County and others from the general public outdoor recreational opportunities by providing Pickerill-Pigott Estate House Public Access Improvements for use.

Timely completion of this project will satisfy the requirements of the IDNR.

Periodic Performance Reports & Periodic Financial Report:

Periodic Performance Reports: Is due every 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 the Illinois IDNR). Failure to submit a status report will result in no reimbursement (for projects over \$25K). A copy is provided below you may also find it in Exhibit B1 of the Bike Implementation & Billing Requirements.

Periodic Financial Report: Is due when requesting reimbursement. A copy is provided in Exhibit B1 of the PARC Implementation & Billing Requirements.

EXHIBIT G

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this **Exhibit G** by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

ANY CONDITIONS from Internal Control Questionnaire (ICQ) OR Programmatic Risk Assessment (PRA):

No 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 4.4 and 4.7 of **PART ONE** respectively do not apply as there are no federal funds as part of this agreement and the Grantee, and it is paid as reimbursement of prior project expenditures.
- 27.2 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. 30 ILCS §705/6.
- 27.3 This Agreement shall further the objective of the Park and Recreational Facility Construction Grant Program ("PARC"), which is to provide grant assistance to projects that will reflect the useful life of existing facilities and improvements, address public health and safety needs, correct accessibility deficiencies, and reflect outdoor recreation needs and priorities identified through the Department's Statewide Comprehensive Outdoor Recreation Plan (SCORP) Program. 30 ILCS §764/10-20.
- 27.4 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.
- 27.5 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.
- 27.6 The sponsoring agency must permanently post a PARC grant acknowledgment sign at the project site entrance. The acknowledgement shall incorporate the following language:
"PARK AND RECREATIONAL FACILITY CONSTRUCTION GRANT PROGRAM"
ILLINOIS DEPARTMENT OF NATURAL RESOURCES
- 27.7 Any property acquired or developed through assistance from the Illinois PARC grant program must be open to the public for indoor/outdoor recreation use without regard to race or color, creed, national origin, sex or disability. 17 Ill. Adm. Code 3070.70.
- 27.8 All development projects receiving grant assistance shall be bound by the terms of this program for a period of 20 years. All properties acquired with PARC assistance are required to have a covenant placed on the deed at the time of recording that stipulates the property must be used, in perpetuity, solely for indoor/outdoor recreation purposes and cannot be sold or exchanged, in whole or part, to

another party without approval from the Department. 17 Ill. Adm. Code 3070.70

27.9 No significant deviations from the approved Agreement (development plan) or control of property interests in the project site shall be made without prior written approval from IDNR. Specific actions regarded as significant deviations, although not inclusive, are as follows:

- a. The granting of an easement, right-of-way, or other such encumbrance on title which divests control of the project site from the Project Sponsor to another individual, group, agency, or entity.
- b. Any significant modification to the approved project site plan or usage OR the change, alteration or disposition of the project site to other than public recreation use unless otherwise approved in this Agreement or by the DNR.

27.10 Grantee may enter into a contract or agreement with responsible concessionaires to operate and/or construct facilities for dispersing food to the public and/or any other services as may be desired by the public and the sponsoring agency for enjoyable and convenient use of the PARC assisted site. Any and all concession revenue in excess of the costs of operation and maintenance of the PARC lands and/or facilities shall be used for the improvement of those lands or facilities or similar nearby public facilities. All sub-leases or licenses entered into by the sponsoring agency with third persons relating to accommodations or concessions to be provided for or at the PARC facility for benefit of the public shall be submitted to the Department, upon request, for its approval prior to the sublease or license being entered into or granted by the sponsoring agency. 17 Ill. Adm. Code 3070.70.

27.11 For projects receiving development assistance, the sponsoring agency must possess either fee simple title or other means of legal control and tenure (easement, lease, etc.) over the property being improved for a period of 20 years. The Department will consider, on a case-by-case basis, lease arrangements for shorter periods when State statute prohibits a unit of local government from entering into such a long-term agreement, or other circumstances beyond the control of the unit of local government prohibit such arrangements. The sponsor must also adhere to applicable local bidding and procurement requirements and make available to the Department, upon request, all working plans, specifications, contract documents and cost estimates for review prior to commencing work. The format for any advertisement or prospectus soliciting and inviting bids, indicating submission deadlines, must also be presented, upon request, to the Department for review prior to publication. 17 Ill. Adm. Code 3070.70.

27.12 Operation and Maintenance: all lands and facilities assisted with PARC funds shall be continuously operated and maintained by Grantee in a safe and attractive manner at no cost to the Department and be operated and utilized in such a manner as to maximize the intended benefits to the public. The Department shall have access to PARC assisted facilities at all times for inspection purposes to ensure the project sponsor's continued compliance with this Part. 17 Ill. Adm. Code 3070.70.

27.13 Property acquired or developed with PARC funds may not be converted to a use other than public outdoor recreation use as provided in this Part without prior Department approval. Approval for property conversion will be granted only if the project sponsor substitutes replacement property of at least equal fair market value and comparable outdoor recreation usefulness, quality and location. 17 Ill. Adm. Code 3070.70.

27.14 Illinois Works Jobs Program Act (30 ILCS 559/20-1 et seq.): For grants with an estimated total project cost of \$500,000 or more, the grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The “estimated total project cost” is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Grantees will be permitted to seek from the Department a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The grantee must ensure compliance for the life of the entire project, including during the term of the grant and after the term ends, if applicable, and will be required to report on and certify its compliance.

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:

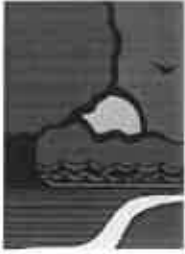
- 28.1 The purpose of this Agreement is to enable IDNR to provide financial assistance to the Grantee to acquire and/or develop land for outdoor recreation facilities that are open and accessible to the public in Illinois.
- 28.2 IDNR and the Grantee agree to perform this Agreement in accordance with the PARC Grant Program (30 ILCS §764/10-1 et seq.); with the rules promulgated pursuant to that Act (17 Ill. Adm. Code 3070.10 et seq.); 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.
- 28.3 The agreement is subject to the Illinois Grant Funds Recovery Act (30 ILCS 705/1 et seq.).
- 28.4 The Grantee agrees to complete the project in accordance with all applicable federal, state and local laws, ordinances and regulations.
- 28.5 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.
- 28.6 Grantee will complete project construction in accordance with all laws of the State of Illinois governing purchases and procurement by the local Grantee.
- 28.7 Conflict of Interests (17 Ill. Adm. Code 3070.70):
 - a. No official or employee of the local political subdivision who is authorized in his or her official capacity to negotiate, make, accept, or approve or to take part in decisions regarding a contract or subcontract in connection with an approved PARC grant project shall have any financial or other personal interest in any such contract or subcontract.
 - b. No person performing services for the local political subdivision in connection with an approved PARC grant project shall have a financial or other personal interest other than his or her employment or retention by the local political subdivision in any contract or subcontract in connection with an approved PARC grant project. No officer or employee of such person retained by the local political subdivision shall have any financial or other personal interest in any real property acquired under an approved PARC grant project unless that interest is openly disclosed upon the public records of the local political subdivision and the officer, employee or person has not participated in the acquisition for or on behalf of the local political subdivision.

- 28.8 If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected. No course of dealing or failure of IDNR to enforce strictly any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.
- 28.9 No assignment of grant provisions or duties is allowed.
- 28.10 This Agreement, including the project application by reference, any attachments, and the General Provisions and Certifications attached hereto, constitutes the entirety of the grant agreement between the Grantee and IDNR and supersedes all other agreements, whether written or oral, and may not be amended or modified except by a written instrument executed by both parties.
- 28.11 This Agreement shall be governed by and construed only in accordance with the laws of the State of Illinois. Any liability of IDNR under this Agreement shall be limited to the amount of the grant. Any dispute relating to this Agreement shall be adjudicated in the Illinois Court of Claims and shall be governed by the Court of Claims Act (705 ILCS 505/1 et seq.).
- 28.12 All facilities constructed with PARC assistance must be designed and developed to fully accommodate accessibility standards as per the Illinois Accessibility Code Standards, the Americans with Disabilities Act (ADA) (42 U.S.C. 12101 et seq.) and the regulations thereunder (28 CFR 35.130).
- 28.13 The sponsoring agency must observe and comply with the provisions of the Prevailing Wage Act (820 ILCS 130/4), which apply to the wages of laborers, mechanics and other workers employed in any public works, and with the prevailing wage requirements of the Illinois Procurement Code (30 ILCS 500/25-60) (see 17 Ill. Adm. Code 3070.70(k)).
- 28.14 Grantee agrees to comply with the provisions of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575/) and the equal employment practices of Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) (see 30 ILCS 105/45).
- 28.15 Intellectual Property
- a. 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.
 - b. 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.

- c. Grantee shall provide to all employees and agents of Grantee who might otherwise be entitled to claim any authorship or ownership or IP interest in such Public Materials (including but not limited to architects, photographers, graphic designers, web designers, sculptors, and contractors) a copy of this clause and shall obtain such employees' and agents' acknowledgment and agreement (1) that any employee or non-employee's contributions to any such Public Materials shall be considered Grantee property and/or works for hire, and (2) that to the extent that the Public Materials are not so considered, that all such contributors assign their rights therein, whether under patent, copyright, trade secret, or trademark law, and including moral rights, in perpetuity or for the longest period otherwise permitted by law, to Grantee such that Grantee can effectively grant the above-described license. Grantee shall allow IDNR full access to the project site and materials, both during the grant term and after completion, for documentation, inspection, publicity, photography, promotion, or similar purposes.

28.16 Financial Records and Audit Requirements

- a. The Grantee shall maintain, for a minimum of 3 years 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 IDNR and the State of Illinois, Auditor General or Attorney 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 funds paid by the State per this Agreement for which adequate records are not available to support their purported disbursement.
- b. Grantees receiving a cumulative total of \$500,000 or more in PARC assistance in a given year are required to have an agency-wide annual financial and compliance audit conducted, as is generally required by 1) state law (65 ILCS 5/8-8-1 et seq. or 55 ILCS 5/6-31001 et seq.) or 2) by the Grantee's own governing body, as applicable. A copy of the audit must be provided to IDNR, upon request, OR if any findings (irregularities) involving the PARC grant are reported in the audit.
- c. 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.
- d. 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 IDNR or its representative, the Grantee shall be responsible for repayment of such costs.



Illinois Department of Natural Resources

PARK AND RECREATIONAL FACILITY CONSTRUCTION

GRANT PROGRAM

Development Project

Implementation & Billing Requirements

**IL Dept. of Natural Resources Office
of Grant Management & Assistance**
One Natural Resources Way
Springfield, IL 62702-1271
Tele: 217/782-7481
Fax: 217/782-9599

IMPLEMENTATION & BILLING PACKET-PARC

REVISED 11/19/20

**DEVELOPMENT PROJECT COMPLIANCE INSTRUCTIONS
AND
BILLING PACKET INFORMATION**

In this packet, you will find necessary information and instructions to properly implement an approved development project involving the Park and Recreational Facility Construction Grant Program (PARC) 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 project sponsor 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 in order to maintain overall eligibility for grant reimbursement. Any Change Order +/- \$10,000 not approved by IDNR will not be eligible for grant reimbursement (see page 4, #6).
- 2) Unless otherwise approved by DNR, the local agency shall retain the services of a registered professional architect and/or engineer to make necessary field surveys, prepare detailed plans and specifications, and contract agreements; furnish necessary field supervision of the project construction; and provide other services that may be necessary for the proper design and construction of the approved project. These professional services shall be obtained pursuant to the Local Government Professional Services Selection Act (50 ILCS 510/1 et seq.)
- 3) In-house engineering and administration, force account labor and force account materials are **NOT** reimbursable under the PARC grant program.
- 4) As a reminder, no other state or federal funds may be used as match for a PARC grant.
- 5) For all development projects, the local sponsor must comply with applicable state statutes and applicable local ordinances concerning bidding requirements for construction contracts. DNR may request documentation from the local agency to verify compliance with applicable state statutes.
- 6) All PARC-assisted 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).
- 7) The approved PARC development project must be completed **AND** all project costs for which reimbursement is expected **must be incurred no later than the expiration date specified on the signed Project Agreement, unless otherwise approved by Illinois DNR Grant staff.** Failure to have approved project components completed by the specified project expiration date could jeopardize approved grant reimbursement on the project.
- 8) All development projects receiving grant assistance shall be bound by the terms of the PARC Grant Program for a period of 20 years.
- 9) The maximum allowable claim for hired "contracted" Architectural/Engineering (A/E) services used for proper project design and construction supervision/administration of an approved PARC development project shall be based upon the following percentages of actual PARC-assisted construction costs:

15.25% Initial analysis, design & bid work, on site construction supervision and final project close-out work

- 10) In connection with and prior to the construction, and thereafter the subsequent operation and maintenance of the PARC-assisted facilities, the Local Agency 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 can jeopardize grant reimbursement.)**
- U.S. Department of the Army, Corps of Engineers.
 - IL Dept. of Transportation (Division of Highways).
 - IL Environmental Protection Agency
For development sites that are one (1) acre or more, a "Storm Water Pollution Prevention Control Plan" and a permit are required from IEPA. Contact (217) 782-0610.
 - 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 through the Office of Water Resources at IDNR, 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.
- 11) Periodic Performance Report of project progress should be reported to the DNR 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 the Illinois DNR). The enclosed "Periodic Performance Report" form is provided for your convenience. **Failure to submit a Periodic Performance Report may result in forfeiture of reimbursement.**
- 12) Please contact the DNR Grants staff for assistance at 217-782-7481 if you have any questions as you proceed with project implementation regarding program requirements.

SPECIAL CONDITIONS FOR POOL PROJECTS

The local project sponsor must provide evidence that the Pool Manager and/or Assistant Pool Manager has attended a Certified Pool/Spa Operators course once every five years for the duration of the agreement.

The local project sponsor will provide a copy of the letter from the Illinois Department of Public Health authorizing the sponsor to renovate/construct the sponsor's swimming pool prior to commencement of the project. Upon completion of the project the sponsor will also submit to IDNR a copy of the IDPH license to operate the facility prior to receiving grant reimbursement.

ACCESSIBILITY SPECIFICATIONS GUIDE

All facilities constructed with State PARC assistance must be developed and designed to accommodate full accessibility standards as per the Illinois Accessibility Code (April 1997) and the "Americans with Disabilities Act" Accessibility Guidelines (ADAAG).

Although the Illinois Accessibility Code standards do not address specific criteria for accessibility involving all 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. Copies of the guidelines can be obtained by writing to: *Access Board, Recreation Report, 1331 "F" Street, N.W., Suite 1000, Washington, D.C. 2004-1111. Tele: 202/272-5434 or 800/514-0301 or contact their web site at www.access-board.gov.*

OPEN COMPETITIVE BIDDING

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

This project is being financed, in part, with funds from the Illinois Department of Natural Resources, "Park and Recreational Facility Construction Grant Program" (PARC) grant program.
- 3) **The local sponsor 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 local sponsor; 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 **is subject to Illinois 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:

- . Bid Opening Date
- . Number of days Bid must be held
- . Bid, Performance and Payment Bond/Security Requirements (*)
- . 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.

Bid specifications must include the requirement that contractors and subcontractors pay State Prevailing wages. For the specific requirements, review the Prevailing Wage Act (820 ILCS 130/0.01-12).

In addition, 50% of the labor hours on the project must be performed by actual residents of the State of Illinois. Article 80 of the FY 10 Budget Implementation (Capital) Act, P.A. 96-37 (HB 2424.)

(*) 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 PARC Implementation & Billing 2021 DEV

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.*

REMEMBER, the approved PARC grant project must be completed by the date specified in the Project Agreement. The local agency 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 local agency 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 local agency must receive Illinois DNR approval in order to ensure grant eligibility is maintained.** *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 the Illinois DNR by the local agency that such a change order was not reasonably foreseen at the time of initial construction contract execution.*

BILLING REQUIREMENTS

- 1) Billing requests for grant reimbursement will be processed at the 50% and 100% completion levels. Only costs incurred during the specified "project period" indicated on the Project Agreement and necessary to complete approved project components are eligible for grant reimbursement.
- 2) The following documentation is required for project billings at 50% and 100%:
 - A) Completed "Development Project Billing Form" containing original signatures. (form enclosed)
 - B) Completed "Project Performance Report". (form enclosed)
 - C) Agreed Upon Procedures Report from CPA firm **(including applicable schedules as shown on Attachments B & C)**. Costs claimed on the Development Project Billing Form must be reviewed and attested to by an independent CPA in accordance with the *Statement on Standards for Attestation Engagements* as established by the American Institute of Certified Public Accountants. The independent Attestation will be based on the Agreed Upon Procedures developed by IDNR and identified on Attachment A. If charging this expense to the grant, you must also submit an invoice and cancelled check.
 - (1) It is recommended that the CPA firm that conducts the Grantee's regular agency-wide audit be used for this purpose
 - D) Periodic Performance Report – must have all submitted before billing will be processed.
In addition to the documents listed above, the following documentation is required for the 100% project billing:
 - E) One photo of a sign acknowledging PARC grant assistance posted at the project site. Sign fabrication is the responsibility of the project sponsor. The acknowledgement shall incorporate the following language:

*"PARK AND RECREATIONAL FACILITY CONSTRUCTION GRANT PROGRAM"
ILLINOIS DEPARTMENT OF NATURAL RESOURCES*

- F) One copy of record (as-built) drawings (**drawings must be no larger than 11 X 17**). Drawings should be marked "as-built" and must be signed by the project manager or local official.
- G) Periodic Financial Report

Information the Project Sponsor (grantee) will need to provide the CPA (auditor) in order to have the independent Billing Attestation efficiently completed according to the established "Agreed Upon Procedures":

Copy of the signed Project Agreement and any amendments executed thereto;

A "spread sheet or schedules B & C" of all professional services (A/E) contracts and **publicly bid** construction contracts and associated contract change orders (if applicable) issued pursuant to the approved PARC project for which grant reimbursement is claimed.

The schedule should list the following: contractor or A/E firm name, project element completed by contract, contract amount and, if applicable, an itemized listing of any contract changes orders.
(See Attachment B & C for example);

Proof of bid advertisement for all publicly bid construction contracts;

Copy of "Bid Tabulation" for each publicly bid construction contract;

(If applicable) Justification for, and proof of Board action and IDNR approval, approving the awarding of any project construction contract to someone other than a low bidder;

A "Schedule of Project Expenditures" incurred pursuant to the approved PARC grant project for which grant reimbursement is claimed. **The schedules shall list, at a minimum, information shown in the example on Attachment B & C.** *The "schedule/spread sheet" must contain a "certification statement" signed by the Grantee's chief fiscal officer and chief administrator / elected officer attesting to the accuracy of the information;*

Copy of applicable state statutes and applicable local ordinances concerning bidding requirements for construction contracts.

Attachment A

“Agreed Upon Procedures” for PARC Project Billing Attestation

Costs claimed for PARC grant reimbursement on the Development Cost Summary Statement (Development Project Billing Form) must be attested to by an independent CPA licensed in the State of Illinois. The attestation shall be completed in general accordance with the Statement on Standards for Attestation Engagements as established by the American Institute of Certified Public Accountants and based on the following “Agreed Upon Procedures” developed by the Illinois Department of Natural Resources.

Recommended “Agreed Upon Procedures” for attesting to the eligibility of the costs claimed on the *Development Project Billing Form* signed and attested to by the local project sponsor (grantee):

- Based on both 1) the “Schedule of Professional Services (A/E) and publicly bid Project Contracts” and 2) the “Schedule of Project Expenditures” provided by the local project sponsor (grantee) as supporting documentation for the *Development Project Billing Form*, perform the following procedures and provide a report detailing the results. **The report should include copies of the aforementioned schedules and the signed *Development Billing Form* provided by the local project sponsor (grantee).**
 - A. Verify that all contracts listed on the schedule were for work germane to the scope of the approved PARC project as described on the signed Project Agreement and any amendments thereto, and, with the exception of project professional services (A/E) contracts, were executed after the project start date indicated on the signed Project Agreement. Identify and report any exceptions.
 - B. With the exception of Professional Services (A/E) contracts, verify that the local project sponsor (grantee) has complied with applicable state statutes and applicable local ordinances concerning bidding requirements for construction contracts. Identify and report any exceptions.
 - C. Verify that all publicly bid construction contracts executed for the project were awarded to the low bidder. Identify and report any exceptions and attach written justification from local project sponsor (grantee) for their awarding any contract to someone other than the low bidder.
 - D. Verify that all change orders to the construction contracts are germane to the approved PARC project scope and that any change orders of \$10,000 or more were approved by DNR. Identify and report any noted exceptions and attach a copy of any change order noted as an exception.
 - E. Sample a minimum of 25% of the project expenditures listed on the “Schedule of Expenditures” (sample shall represent at least 50% of total project expenditure value) and trace to the local project sponsor’s accounting record system and verify the costs are germane to the project scope and, with the exception of project professional services (A/E fees), were incurred during the project period specified on the signed Project Agreement. Identify and report any noted exceptions.
 - F. Verify that “Prevailing Wage” language was included in any/all construction contract(s). Identify and report any exceptions.
 - G. Verify that local matching dollars for the project did not include federal or other state funds.

PARC
Billing Checklist

Project Billing Form

Project Billing Report

One copy of record (as-built) drawings no larger than 11x17

Agreed Upon Procedures Report from CPA firm (including applicable schedules on Attachments B & C)

Photo of PARC sign at site

Periodic Performance Report

Periodic Financial Report

Picture of PARC acknowledging sign at the site (if a final billing)

If you request reimbursement for the below, then you must also submit the following

***Force Account Materials**

***Force Account Labor**

CPA cost - front and back of canceled check

***In-house engineering and administration, force account labor and force account materials are NOT reimbursable under the PARC grant program.**

ATTACHMENT B

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
		Professional Services (A/E) Subtotal:		\$10,500.00
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
MCDE 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
		Publicly Bid Contracts Subtotal:		\$252,500.00
		GRAND TOTAL:		\$263,000.00

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 C

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	
Professional Services (A/E) Subtotal:							\$5,000.00
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	
Publicly Bid Contracts Subtotal:							\$73,641.00
Coyote Plumbing	Drinking fountains	44444	\$1,256.78	12124	\$1,256.78	\$1,256.78	
Non-Bid Contracts Subtotal:							\$1,256.78
Lowes	Lumber	900876	\$8,000.00	0001	\$8,000.00	\$8,000.00	
In-House "Force Account" Material/Supplies Subtotal:							\$8,000.00
ABC Accounting	Agreed Upon Procedures	55555	\$800.00	12425	\$800.00	\$800.00	
CPA Subtotal:							\$800.00
"Other" Category Subtotal:							\$0.00
<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	
In-House "Force Account" Labor Subtotal:							\$100.00
TOTAL PROJECT EXPENDITURE FOR THIS BILLING:							\$88,797.78

⁽¹⁾ 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 PARC project; and that the costs are in accordance with provisions of the Illinois PARC grant program (17 IL Adm Code 3070).

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.

Optional PARC Billing Documentation Procedure

This billing method can only be used with prior written approval by the IDNR.

An optional project billing documentation procedure must be authorized by IDNR, on a case-by-case basis, for some rural communities and small-scale projects. **However, this alternate method of documenting a project billing may result in a delay in grant payment.** If the optional billing documentation procedure is approved by IDNR for a project, the following project cost support documents must be submitted, as applicable, in addition to items listed under the Billings Requirements on page 6, specifically #3 (A) (B) (C) & (E).

1) (Billing Claim for PUBLICLY BID and NON-BID construction contracts)

- Proof of bid advertisement from local newspapers (Bid contracts only); and
- Bid Tabulation for each project bid request.
- Signed contract (*) and change orders, if any, for each contractor;
- Copies of each contractor pay requests along with canceled check(s) or final lien waivers verifying proof of payment;

(*) only require cover page, signature page(s), and contract amount/description page(s).

2) (Billing Claim for non-bid small procurement material costs and in-house "Force Account" labor)

- Form FA: DOC-1 (In-House "Force Account" Material Cost Summary). **[Form attached]**

This form should be used if you purchased materials to be used on this project that were not purchased under a "non-bid" contract. Itemize all material purchases/costs by major project components, such as tennis court(s), picnic shelter(s), playground, ball fields, restroom buildings, parking, 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. (Do not submit canceled check purchase orders, etc. to IDNR. These items should be kept with the grantees project file.)

- Form FA: DOC-2 (In-House "Force Account" Labor Summary). **[Form attached]**

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

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

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

RECORD RETENTION / AUDIT REQUIREMENTS

A. Record Retention

As stipulated in the **General Provisions of the grant Project Agreement**, the local project sponsor (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 IDNR and/or the State of Illinois, Auditor General, and the Attorney 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 funds paid by the State per this Agreement for which adequate records are not available to support their purported disbursement.

B. Audit Requirements

Local agencies receiving a cumulative total of \$500,000 or more in state PARC assistance in a given year are required to have an agency-wide annual financial and compliance audit conducted as is generally required by 1) state law (65 ILCS 5/8-8-1 et seq. Or 55 ILCS 5/6-31001 et seq.) 2) by the grantee's own governing body, as applicable. A copy of the audit must be provided to IDNR, upon request, OR if any findings (irregularities) involving the PARC grant are reported in the audit.

The audit must be conducted by an independent public accountant, certified and licensed by authority of the State of Illinois and conducted in accordance with generally accepted auditing standards adopted by the American Institute of Certified Public Accountants (AICPA, 1985) Procurement of the necessary audit(s) is the responsibility of the local agency and can follow established local procurement procedures, provided those procedure promotes an open and competitive environment.

C. 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 IDNR or its representative, the grantee shall be responsible for repayment of such costs.

How to complete a project billing:

- 1) Provide Attachments A, B, & C to your CPA to perform the Agreed Upon Procedures
- 2) Once Agreed Upon Procedures are complete do the following:
 - a. Complete the Project Billing Form (top):
 - i. Project Number = your grant number
 - ii. Project Billing # = is based on the number of times you have billed 1, 2, 3 etc. You must indicate if it is the final billing.
 - iii. Awarded Grant Amount = the total amount you were awarded at the beginning of the grant period
 - iv. Grantee Name = your organization name
 - v. Project Title = the project name as indicated on the original application
 - b. Project Billing Form – Costs Summary Statement:
 - i. Construction Cost Publicly Bid Construction Costs
 1. Bid contracts = Should equal total from Attachment B
 2. Hired (Non-Bid) = Should equal total from Attachment C
 3. Force Account Labor = Should equal total from Attachment C
 4. Force Account Materials/Supplies = Should equal total from Attachment C
 - ii. A/E Fees = Should equal total from Attachment B
 - iii. Other = Should equal total from Attachment C
 - iv. CPA Costs = Should equal total from Attachment C
 - c. TOTAL = total of all items above
 - d. Local Cost Share = is any amount remaining after subtracting c. from e.
 - e. Current Costs Allowable for Reimbursement = the remaining amount can then be divided depending on the funding level (75% or 90%) and that is the amount that should be shown here.
- 3) Project Performance Report
 - a. Completely fill in the top 4 lines using the information from the Project Billing Form
 - b. Concise / Quantified Description of Completed Project or Portions Completed to Date = using the original project narrative provided in the application, explain what on the project has been worked on and how much of it is finished. Completely describe the work done under this billing.
 - c. General Cost Breakdown of Completed Major Project Components = using the DOC-4 from your original application:
 - i. Approved Project Component = #4 from the DOC-4
 - ii. Quantity = how many did you use
 - iii. Estimated Costs = #6 from the DOC-4
 - iv. Actual Costs = what did this actually cost
 - v. Totals = Estimated Costs should total what was on the DOC-4 while Actual Costs may vary from that figure, add the column.

- 4) In-House "Force Account" Project Material Cost Summary
 - a. Separate forms should be created for each major project component
 - b. This form should show all supplies and materials purchased by you the Project Sponsor to be used on this project either by Bid Contracted Labor, Non-Bid Contracted Labor, or your own In-House "Force Account" labor.
 - c. The forms should total the amount shown on the Project Billing Form under In-House "Force Account" Material/Supplies

- 5) In-House "Force Account" Project Labor Summary
 - a. This form should show all employee labor provided by you the Project Sponsor that was used on this project to complete it.
 - b. The form should include the following information:
 - i. Employee Name
 - ii. Employee Number
 - iii. Job Description/Title
 - iv. Number of Hours Worked on this project
 - v. Hourly Wage
 - vi. Total Wages Claimed

- 6) What to send to IDNR:
 - a. Project Billing Form (2 pages)
 - b. Project Performance Report
 - c. CPA Agreed Upon Procedures
 - d. Attachment A
 - e. Attachment B
 - f. Attachment C
 - g. In-House "Force Account" Project Material Cost Summary (if needed)
 - h. In-House "Force Account" Project Labor Summary (if needed)
 - i. CPA Invoice and copy of canceled check (front & back) if reimbursement requested
 - j. Photo of PARC acknowledging sign at the site (if a final billing)

STATE OF ILLINOIS
DEPARTMENT OF NATURAL RESOURCES

DEVELOPMENT PROJECT BILLING STATEMENT
(ILLINOIS PARK AND RECREATIONAL FACILITY CONSTRUCTION GRANT PROGRAM)

Project #: _____ Project Billing #: _____ Awarded Grant Amount \$ _____

Grantee Name: _____

Project Title: _____

DEVELOPMENT COSTS SUMMARY STATEMENT

Cost Category	Expenditure
Construction Costs (Contracted)	bid contracts
	Non-bid contracts
Construction Costs (Force Account)	In-House labor
	Material Supplies
Architectural/Engineering Fees	
Other (specify)	
CPA Attestation Fee, if applicable (attach copy of invoice & proof of payment)	
TOTAL	0
Less Local Agency Share	
Amount of Grant Reimbursement Claimed	0

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 Illinois Park and Recreational Facility Construction Grant Program (17 IL adm Code 3070) 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)

FINAL PROJECT PERFORMANCE REPORT
ILLINOIS PARK AND RECREATIONAL FACILITY CONSTRUCTION GRANT PROGRAM

Project Sponsor: _____

Project Title: _____

Project #: _____ Date: _____

(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:	0	0

Prepared by: _____

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: _____

FIRM	MATERIAL ITEM	QUANTITY	PURCHASE ORDER NUMBER	CHECK NUMBER	CHECK AMOUNT	AMOUNT CLAIMED FOR REIMBURSEMENT
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					TOTAL	

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

Signature: _____

Name & Title: _____

Date: _____



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.
Responses to Sections 14 - 22 may be provided in a separate format. All grantees must complete Section 23.		
14	<i>Deliverable (if applicable)</i>	<p>List all high-level deliverables required under the current, approved UGA. Enter one Deliverable per row.</p> <p style="text-align: center;">- Examples of Deliverables could include:</p> <ul style="list-style-type: none"> o Provide IT training o Purchase equipment o Hire contractors o Conduct workshop o Submit document <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 current, approved UGA, 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"> - Deliverable was completed after the Due Date, - Deliverable is not completed and the Due Date has passed, or - Grantee anticipates the Deliverable will not be completed by a future Due Date. <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"> - Examples of Performance Standards/Frequency could include: <ul style="list-style-type: none"> o 1,000 Persons Trained/quarter o \$250,000 capital leveraged/year o 500 Patients Rehabilitated/month <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"> - 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. - 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.
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>

PARC Implementation & Billing 2021 DEV



STATE OF ILLINOIS
PERIODIC PERFORMANCE REPORT

Section	Data Element	Section Instructions for PPR
All grantees must complete Section 23.		
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>
Grantee Certification / State Agency Acceptance		
<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): Park and Recreational Facility Construction		4. CSFA Number: 422-11-1165	5. Grantee FEIN:
8. State Agency (Grantor):		7. CFDA Number(s): N/A	
9. Agreement Period:		10. Report Period End Date:	
Start Date (Month/Day/Year):	End Date (Month/Day/Year):	13. Prepared Date:	
11. Final Report?	12. Report Frequency:		
<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>Responses to Sections 14 - 22 may be provided in a separate format. All grantees must complete Section 23.</p> <p><input type="checkbox"/> Alternative file or database used.</p>			
File Name or Database Source:			
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 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 RA 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

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

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 Received:	28. Date Approved:
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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/TAPages/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
	State Agency/Grantor	State Awarding Agency Name.
(a)	Grantee Name	Enter the name of the grantee as exactly stated in the UGA.
(b)	Grant Number	Number assigned by the state awarding agency to the grant award and specified in the UGA.
(c)	CSFA	Number assigned through the Catalog of State Financial Assistance.
(d)	CFDA(s)	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)	Appropriation Number(s) (State Agency Use Only)	Enter the 16 digit State Appropriation code(s) that fund the grant.
(f)	FEIN Number	Enter the grantee's Federal Employer Identification Number provided by the Internal Revenue Service.
(g)	DUNS	Enter the grantee's Dun and Bradstreet number.
(h)	Program Name and/or Code	Enter the program name and / or code exactly stated in the UGA.
(i)	Date Prepared	Enter date PFR was developed and submitted by the grantee to the awarding state agency.
(j)	Agreement Period	Indicate the start and end date established in the UGA. This may span multiple years, based on the terms of the UGA.
(k)	Report Period	Enter the start and ending date of the reporting period. The reporting frequency is specified in the UGA.
(l)	Final Report for Award Period	Mark the box to identify this PFR is the final report required for the Agreement Period specified in Section (j).
(m)	No changes from prior reporting period and/or No new expenses	Mark the box if there are no changes from the prior reporting period and/or no new expenses.
(n)	Indirect Cost Rate	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)	Approved Indirect Cost Rate Base	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)	Program Restrictions	Based on the UGA, select "Yes" or "No" to indicate if there are funding-related program restrictions that will be monitored.
(q)	List of Restrictions	Specify the program restriction(s) if Section (p) was marked "Yes".
(r)	Mandatory Match %	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)	Specify Match	Specify the match percentage if Section (r) was marked "Yes".



STATE OF ILLINOIS
PERIODIC FINANCIAL REPORT

Section	Data Element	Section Instruction for PFR
(a)	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.
(b)	Program Income (In current reporting period)	Enter the amount of grant program income earned during the current reporting period.
(c)	Interest Earned (Award to Date)	Enter the cumulative amount of grant interest earned to date including current reporting period.
(d)	Interest Earned (In current reporting period)	Enter the amount of grant interest earned during the current reporting period.
(e)	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.
(f)	Current Approved Budget (Enter this item first for every Category/Program Expense)	
(g)	Approved Budget	Enter the most current, approved budget amount for each program expense line item.
(h)	Remaining Balance Available	AUTO CALCULATED: Approved Budget for the line item minus Post Adjustment Grant Expenses (Award to Date)
(i)	Expend %	AUTO CALCULATED: Post Adjustment Grant Expenses (Award to Date) divided by Approved Budget for the line item.
(j)	Grant Expenditures	
(k)	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).
(l)	Prior Approved Grant Expenses	Enter the amount of expenses by line item reported and approved for this line item prior to this reporting period.
(m)	Grant Expense Adjustment	Enter any adjustments / corrections needed to restate expenditures reported in a prior period.
(n)	Post Adjustment Grant Expenses (Award to Date)	AUTO CALCULATED: Sum of Current Period Grant Expenses, Prior Approved Grant Expenses and Adjustments.
(o)	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.
(p)	Cash	Enter amount of cash contributed to the grant program for the current reporting period.
(q)	In-Kind	Enter value of non-cash contributions to the grant program for the current reporting period.
(r)	Total	AUTO CALCULATED: Total of Cash and In-kind contributions to the grant program in the current reporting period.
(s)	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.
(t)	Total Direct Expenses	AUTO CALCULATED: Sum of the line entries in each column for section (y), (z), (aa) and (bb).
(u)	Indirect Costs	Enter computed indirect costs based on Sections (n) and (o).
(v)	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
(g)	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.
(i)	Telephone Number	Enter the phone number of the Authorized Grantee Representative certifying the PFR.
(j)	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**

(a) Grantee Name Parks and Recreational Facility Construction - 422-11-1165	(b) Grant Number	(c) CSFA	(d) CFDA(s) N/A	(e) Appropriation Number(s) (State Agency Use Only)
(f) FEN Number	(g) DUNS	(h) Program Name and/or Code		
(i) Agreement Period	thru	(k) Report Period July 1 or Start Date thru June 30	(l) Final Report for Award Period	(m) No changes from prior reporting period and/or No new expenses <input type="checkbox"/>
(n) Indirect Cost Rate:	%	(o) Approved Indirect Cost Base:		
(p) Program Restrictions:	Yes <input type="checkbox"/> No <input type="checkbox"/>	(q) List of Restrictions:		
(r) Mandatory Match %:	Yes <input type="checkbox"/> No <input type="checkbox"/>	(s) Specify Match:		
(t) Program Income (Award to Date)	\$0.00	(u) Program Income (In current reporting period)	(v) Interest earned (Award to Date)	(w) Interest earned (In current reporting period)
	\$0.00		\$0.00	

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
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								ADD DEL
(cc) TOTAL DIRECT EXPENSES			0.00								
(dd) Indirect Costs			0.00								
(cc) TOTAL EXPENDITURES			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:

**PARC Grant Program
General Project Data**

Form PARC/DOC-1
(Page 2 of 2)

13. Source(s) of Local Matching Funds:
- | | | |
|-------------------------------------|-------------------------|------------------|
| <input type="checkbox"/> | General Funds | |
| <input type="checkbox"/> | Non-Referendum Bonds | |
| <input checked="" type="checkbox"/> | Referendum Bonds (date) | <u>6/15/2007</u> |
| <input type="checkbox"/> | Donations (specify) | _____ |
| <input type="checkbox"/> | Other (specify) | _____ |

14. Disadvantaged Community (This will have no effect on scoring the project.)

In accordance with 17 IL Admin Code 3070, IDNR has \$2,500,000 designated to allow project sponsors that are classified as Disadvantaged Communities to receive 90% reimbursement. All projects will be scored on merit and sorted in rank order from the highest to the lowest merit score by IDNR staff. The highest-ranking Disadvantaged Community Projects will be approved to receive 90% reimbursement up to the \$2,500,000 ceiling. Project sponsors should determine if they wish to receive 75% reimbursement if not approved to receive 90% reimbursement.

Please make selection below:

- If not approved for 90% reimbursement for PARC grant, sponsor **does NOT** wish to receive a grant.
 If not approved for 90% reimbursement for PARC grant, sponsor **wishes to receive 75%**.
 Not applicable. Sponsor does not qualify for Disadvantaged Community or doesn't wish to take 90%.

15. Federal Employer ID Number (FEIN) 36-6006598

16. Have you received PARC funding in the past? No

17. Remodel/Rehabilitation/Renovation

Explain what is currently in the space and what will be in the space after the renovation? Example: Current space is a fitness center; will the fitness center be in the same location in the building? If no, what will be done in the area that is currently the fitness center? Include this information for each area of the remodel/rehabilitation/ renovation of the building. (Supply a current floor plan as attachment A-3b along with pictures.). If not applicable, leave blank or fill in N/A.

The Pickerill estate house was designed as a residential home. Both interior and exterior renovation work is needed to meet ADA, public building and accessibility code, and local fire code.

OVERVIEW: This project will renovate the Pickerill estate house first-floor (Total Square Feet: 4,975) to meet ADA and public building code requirements; complete ADA improvements to the building's entryways and approaches, and complete construction of a new open-air courtyard and pavilion area.

ENTRYWAY APPROACHES: Selective demolition and reconstruction of existing sidewalks, steps, and building entrances to meet ADA requirements.

MAIN ENTRANCE: Selective demolition and reconstruction of ADA entry doors and vestibule air-lock improvements.

WASHROOMS: Selective demolition of the NE living quarters for new ADA accessible indoor washrooms.

GENERAL ADA ACCESSIBILITY and BUILDING CODE IMPROVEMENTS: Installation of first-floor ADA accessible flooring and life-safety improvements (smoke detection and fire alarm system); interior lighting improvements, and selective demolition of fixtures within interior spaces.

BUILDING EXTERIOR: Exterior lighting improvements to meet life safety and building code requirements and mechanical systems (HVAC) replacements. Exterior trim and fascia replacement.

ADJOINING COURTYARD AREA AND PAVILION: Selective demolition and reconstruction of existing sidewalks, steps, entry doors and thresholds. Construction of a new 3,276 sq. ft. open-air pavilion, including construction of a canopy structure, concrete paver patio, garden walls, and fireplace.

PARC Grant Program
Development Cost Estimate Data

Form PARC/DOC-4

1. **Applicant (Sponsor) Legal Name:** Kendall County Forest Preserve District
2. **Project Title:** Pickerill-Pigott Estate House Public Access Improvements
3. **Acquisition** **Development**

Note: Acquisitions Projects – complete items #4 and #6 below as they pertain to future development.

4. DEVELOPMENT PROJECT COMPONENT	5. UNIT AMT.	6. ESTIMATED COSTS
Estate House Renovation (TOTAL)	1	452,127
Site Construction Costs (TOTAL)	1	190,637
Exterior Lighting Improvements	1	7,237
Exterior Siding & Trim Replacement	1	84,830
Mechanical Systems Replacement	1	59,822
South Patio Roof & Fireplace Construction	1	226,350
General Contractor Bonding and Insurance	1	11,561
Permit Fees (local agency responsibility)	1	2,500
CPA Report Cost	1	1,000
A/E Design Fees (<15.25% of construction cost)	1	71,831
Potential Archaeological Survey *	0	0
TOTAL ESTIMATED COST:		1,107,895

NOTE: Donated labor and material are not eligible for reimbursement.

- (*) Projects approved for OSLAD funding may require the completion of an archaeological reconnaissance survey on the project site. Estimated cost for such a survey may be included in the project budget. The requirement of a survey will not be an allowable reason to extend any project ending date.
7. **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.**

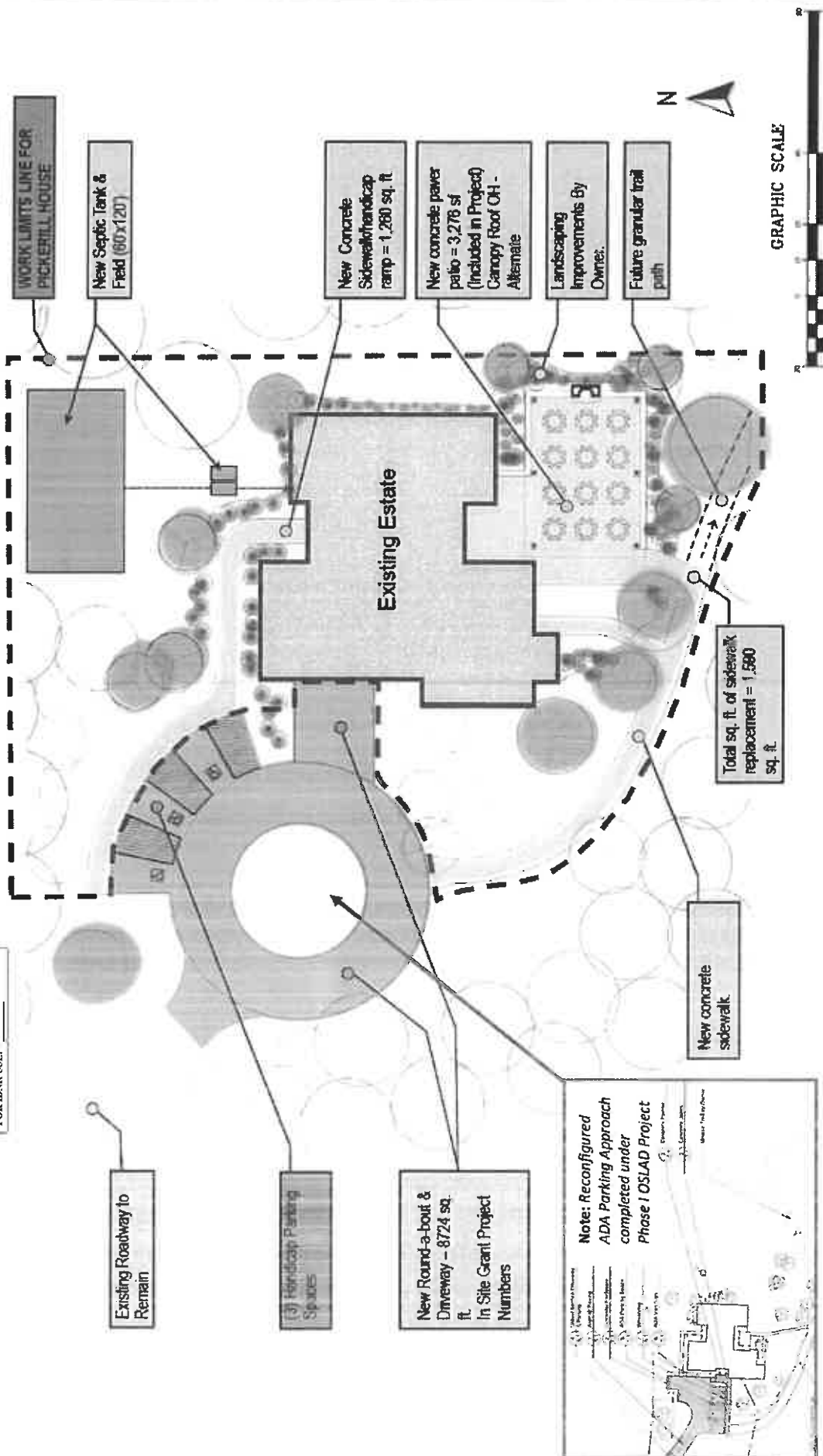
PARC Grant Program

Attachment A-3—Development Plan Kendall County Forest Preserve District Pickerill -Pigott Estate House Public Access Improvements

PROJECT MC21114
MAP CERTIFICATION
This project boundary map is certified to be correct to the best of my knowledge.
Date: _____
Signature: _____
Title: _____
FOR IDNR USE: _____



--- IDNR-FY21 PARC Development Project Boundary



Note: Reconfigured ADA Parking Approach completed under Phase I OSLAD Project

Proposed Site Plan

GATA Uniform Application for State Grant Assistance

Agency Completed Section

1.	Type of Submission	<input type="checkbox"/> Pre-application <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed / Corrected Application
2.	Type of Application	<input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation (i.e. multiple year grant) <input type="checkbox"/> Revision (modification to initial application)
3.	Date / Time Received by State	
4.	Name of the Awarding State Agency	Illinois Department of Natural Resources
5.	Catalog of State Financial Assistance (CSFA) Number	422-11-1165
6.	CSFA Title	Park and Recreational Facility Construction (PARC)
Catalog of Federal Domestic Assistance (CFDA) <input type="checkbox"/> Not applicable (No federal funding)		
7.	CFDA Number	
8.	CFDA Title	
9.	CFDA Number	
10.	CFDA Title	
Funding Opportunity Information		
11.	Funding Opportunity Number	
12.	Funding Opportunity Title	
Competition Identification <input type="checkbox"/> Not applicable		
13.	Competition Identification Number	FY2021PARC
14.	Competition Identification Title	Park and Recreational Facility Construction (PARC)

Applicant Completed Section

Applicant Information

15.	Legal Name	Kendall County Forest Preserve District
16.	Common Name (DBA) **	Kendall County Forest Preserve District
17.	Employer / Taxpayer Identification Number (EIN, TIN)	36-8006598
18.	Organizational DUNS number	079859610
19.	SAM Cage Code	7MJZ2
20.	Business Address	Street address 110 W. Madison Street City Yorkville State, County Illinois, Kendall Zip + 4 60560-1465

Applicant's Organizational Unit [If applicable]

21.	Department Name **	Office of the Executive Director
22.	Division Name **	Administration

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

23.	First Name	David
24.	Last Name	Guritz
25.	Suffix **	Mr.
26.	Title	Executive Director
27.	Organizational Affiliation (if different than 15. above) **	
28.	Telephone Number	630-553-4131
29.	Fax Number **	630-553-4023
30.	Email 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

31.	First Name	David
32.	Last Name	Guritz
33.	Suffix **	Mr.
34.	Title	Executive Director
35.	Organizational Affiliation (if different than 15. above) **	
36.	Telephone Number	630-553-4131
37.	Fax Number **	630-553-4023
38.	Email address	kcforest@co.kendall.il.us; dguritz@co.kendall.il.us

** Optional

Areas Affected		
39.	Areas Affected by the Project (cities, counties, state-wide)	Kendall County, Illinois
40.	Legislative and U.S. Congressional Districts of Applicant	Legislative: <u>IL 38/75</u> Congressional: <u>14</u>
41.	Legislative and U.S. Congressional Districts of Program / Project	Legislative: <u>IL 38/75</u> Congressional: <u>14</u>
Applicant's Project		
42.	Descriptive Title of Applicant's Project	Pickerill-Pigott Estate House Public Access Improvements
43.	Proposed Project Term	Start Date: <u>07/01/2020</u> End Date: <u>12/31/2022</u>
44.	Estimated Funding (include all that apply)	<input checked="" type="checkbox"/> Amount Requested from the State: \$ 828,200.00 <input checked="" type="checkbox"/> Applicant Contribution (e.g., in kind, matching): \$ 279,695.10 Local Contribution: _____ Other Source of Contribution: _____ Program Income: _____ <p style="text-align: right;"><u>\$ 1,107,895.10</u> Total Amount</p>

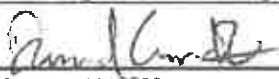
Applicant Certification:

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

45.	First Name	David
46.	Last Name	Guritz
47.	Suffix **	Mr.
48.	Title	Executive Director
49.	Telephone Number	630-553-4131
50.	Fax Number **	630-553-4023
51.	Email Address	kcforest@co.kendall.il.us; dguritz@co.kendall.il.us
52.	Signature of Authorized Representative	
53.	Date Signed	January 11, 2020

** Optional



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

State Agency: Illinois Department of Natural Resources

Organization Name: Kendall County Forest Preserve District

Notice of Funding Opportunity (NOFO) Number: FY2021PARC

Data Universal Number System (DUNS) Number (enter numbers only) : 079859610

Opportunity (NOFO) Number: FY2021PARC

Catalog of State Financial Assistance (CSFA) Number: 422-11-1165

CSFA Short Description: Park & Recreation Facility Construction Act Grant (PARC)

Section A: State of Illinois Funds

Fiscal Year: FY20

REVENUES		Total Revenue
State of Illinois Grant Requested	\$	
Budget Expenditure Categories	OMB Uniform Guidance Federal Awards Reference 2 CFR 200	Total Expenditures
1. Personnel (Salary 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 Subawards	200.318 & 200.92	\$
7. Consultant (Professional Service)	200.459	\$
8. Construction		\$ 828,200.00
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	\$ 828,200.00
17. Total Indirect Costs	200.414	\$
Rate %:		
Base:		
18. Total Costs State Grant Funds (Lines 16 and 17) MUST EQUAL REVENUE TOTALS ABOVE	\$	828,200.00

Instructions found at end of document.



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Organization Name: Kendall County Forest Preserve District

NOFO Number: FY2021PARC

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 Organizations 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 200.66.] **(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: FY2021PARC

Fiscal Year: FY20

REVENUES		Total Revenue
Grantee Match Requirement %:	25	(Agency to Populate)
b) Cash		\$ 279,695.00
c) Non-Cash		\$
d) other Funding and Contributions		\$
Total Non-State Funds (lined b through d)		\$ 279,695.00
Budget Expenditure Categories		
	OMB Uniform Guidance Federal Awards Reference 2 CFR 200	Total Expenditures
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 Subawards	200.318 & 200.92	\$
7. Consultant (Professional Services)	200.459	\$ 71,831.00
8. Construction		\$ 204,364.00
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)		\$ 2,500.00
15. B. Grant Exclusive Line Item(s)		\$ 1,000.00
16. Total Direct Costs (add lines 1-15)	200.413	\$ 279,695.00
17. Total indirect Costs	200.414	\$
Rate %:		
Base:		
18. Total Costs State Grant Funds (Lines 16 and 17) MUST EQUAL REVENUE TOTALS ABOVE		\$ 279,695.00



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Organization Name: Kendall County Forest Preserve District

NOFO Number: FY2021PARC

Data Universal Number System (DUNS) Number (enter numbers only): 079859610

Fiscal Year: FY20

Catalog of State Financial Assistance (CSFA) Number: 422-11-1165

CSFA Short Description: Park & Recreation Facility Construction Act Grant (PARC)

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, Kendall County and Kendall County Forest Preserve District

Title (Chief Financial Officer or equivalent):

Executive Director

Title (Executive Director or equivalent):

Jill Ferko

Printed Name (Chief Financial Officer or equivalent):

David Guritz

Printed Name (Executive Director or equivalent):

Signature (Chief Financial Officer or equivalent):

Signature (Executive Director or equivalent):

January 17, 2020

Date of Execution (Chief Financial Officer):

January 17, 2020

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 onto contractual agreements on the behalf of the organization.



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

6). Contractual Services (2 CFR 200.318) & 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 200.88). 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/Delete Rows
State Total		
Contractual (Professional) Services - Architect and Engineering Fees	\$71,831.00	Add Delete
Non-State Total	\$71,831.00	
Total Contractual Services	\$71,831.00	

Contractual Services Narrative (State):

Contractual Services Narrative (Non-State): (i.e. "Match" or "Other Funding")
Kendall County Forest Preserve District required matching funds will be applied towards the project Architect and Engineering Fees. Additional matching funds will be applied towards a portion of the project construction costs, anticipated local permit fees (\$2,500), and completion of a CPA certified audit of grant expenditures (\$1,000).



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

7). Consultant Services and Expenses (2 CFR 200.459)

Consultant Services (Fees): For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project.
Consultant Expenses: List all expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging, etc.) Consultant—
 Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisitions Policy is used.

Consultant Services (Fees)	Services Provided	Fee	Basis	Quantity	Consultant Services (Fee) Cost	Add/Delete Row
State Total						Add Delete
NON-State Total						Add Delete
Total Consultant Services (Fees)						

Consultant Services Narrative (State):

Consultant Services Narrative (Non-State):

Local agency is required to cover the costs for an independent audit of grant project expenditures, as well as all permit fees.

Consultant Expenses - Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Consultant Expenses Cost	Add/Delete Row
State Total							Add Delete
NON-State Total							Add Delete
Total Consultant Expenses							

Consultant Expenses Narrative (State):

Consultant Expenses Narrative (Non-State): (i.e. "Match" or "Other Funding")

**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
Pickertill-Pigott Estate House Public Access Imp.	Selective demo; interior and exterior construction	\$828,200.00		
	State Total	\$828,200.00		
Pickertill-Pigott Estate House Public Access Imp.	Selective demo; interior and exterior construction	\$204,364.10		
	Non-State Total	\$204,364.10		
	Total Construction	\$1,032,564.10		

Construction Narrative (State):

Represents 75% of total project allowable costs for site and building interior selective demolition; renovation of the estate house first floor, exterior fighting; exterior siding and trim replacement; mechanical systems replacement, and patio and canopy construction including contractor overhead and profit, contractor bond and insurance, and building and site construction contingencies

Construction Narrative (Non-State): (i.e. "Match" or "Other Funding")

Represents a portion of the required 25% local match of allowable costs towards the remaining construction costs as outlined above.



**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		\$71,831.00	\$71,831.00
7. Consultant (Professional Services)			
8. Construction	\$828,200.00	\$204,364.10	\$1,032,564.10
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		\$3,500.00	\$3,500.00
15. GRANT EXCLUSIVE LINE ITEM(S)			
16. Indirect Costs			
	State Request		
		\$828,200.00	
	Non-State Amount		
		\$279,695.10	
TOTAL PROJECT COSTS			\$1,107,895.10



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

For State Use Only

Grantee: Kendall County Forest Preserve District

Notice of Funding Opportunity (NOFO) Number: FY2021PARC

Data Universal Number System (DUNS) Number (enter numbers only): 079859610

Catalog of State Financial Assistance (CSFA) Number: 422-11-1165

CSFA Short Description: Park & Recreation Facility Construction Act Grant (PARC)

Fiscal Year(s): _____

Initial Budget Request Amount: \$ 828,200.⁰⁰

Prior Written Approval for Expense Line Item: _____

Statutory Limits or Restrictions: _____

Checklist: _____

Final Budget Amount Approved: \$ 828,200.⁰⁰

Ann Fletcher _____ Ann Fletcher _____
 Program Approval Name Program Approval Signature Date 5/14/21

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.

GOMBGATU-3002-(R-02-17)

Schedule of Professional Services (A/E) and Publicly Bid Project Contracts

Grant Project #: Kendall County Forest Preserve District FY18 OSLAD Grant
 Pickerill-Pigott Forest Preserve Access and Glacial Trail Development
 (SAIN# 970-11935)

Firm Name	Project Element	Base Contract Amt.	CO#	C.O. # and Amt	Total
Upland Design - Invoice #2	A/E (Invoice 19-737-02)	\$11,598.52			\$11,598.52
Upland Design - Invoice #3	A/E (Invoice 19-737-03)	\$7,010.00			\$7,010.00
Upland Design - Invoice #4	A/E (Invoice 19-737-04)	\$3,842.50			\$3,842.50
Upland Design - Invoice #5	A/E (Invoice 19-737-05)	\$7,896.10	AWA 2	\$2,070.00	\$9,966.10
Upland Design - Invoice #6	A/E (Invoice 19-737-06)	\$1,975.73			\$1,975.73
Upland Design - Invoice #7	A/E (Invoice 19-737-07)	\$8,368.52			\$8,368.52
Upland Design - Invoice #8	A/E (Invoice 19-737-08)	\$794.50	AWA 1	\$1,575.00	\$2,369.50
Upland Design - Invoice #9	A/E (Invoice 19-737-09)	\$4,101.45	AWA 1	\$1,050.00	\$5,151.45
Professional Services (A/E) Subtotal:					\$50,282.32
D. Construction, Inc.	Pay Application #1 (2000023.1)	\$73,628.75	#2	\$3,400.00	\$77,028.75
D. Construction, Inc.	Pay Application #2 (2000023.2)	\$191,982.36	#3; #4	\$1,545.91	\$193,528.27
D. Construction, Inc.	Pay Application #3 (2000023.3)	\$36,243.00			\$36,243.00
D. Construction, Inc.	Pay Application #4 (2000023.4)	\$38,225.70	#1A; #5; #6	\$15,813.00	\$54,038.70
D. Construction, Inc.	Pay Application #5 (2000023.5)	\$104,109.30			\$104,109.30
D. Construction, Inc.	Pay Application #6 (2000023.6R)	\$36,470.59	#1A; #6; #7	\$6,941.46	\$43,412.05
D. Construction, Inc.	Pay Application #7 (2000023.7)	\$30,754.31			\$30,754.31
D. Construction, Inc.	Pay Application #8 (2000023.R)	\$0.00	#1A	\$876.49	\$876.49
Publicly Bid Construction Contract Subtotal:					\$539,990.87
GRAND TOTAL:					\$590,273.19

Grant Project #: Kendall County Forest Preserve District FY18 OS/AD Grant
 Pickertill-Piggott Forest Preserve Access and Glacial Trail Development
 (SAIN# 970-11935)

Vendor/Contractor Name	Project Element	Invoice Date and Number	Invoice Amount	Vendor ID	Payment Check #	Amount	Amount Claimed for Grant Reimbursement	Total Reimbursement Amount
Upland Design	Architecture & Engineering	10/24/19; 19-737-02	\$11,598.52	211810	197492	\$11,598.52		
Upland Design	Architecture & Engineering	11/25/19; 19-737-03	\$7,010.00	211810	198414	\$7,010.00		
Upland Design	Architecture & Engineering	01/15/19; 19-737-04	\$3,842.50	1827	1092	\$3,842.50		
Upland Design	Architecture & Engineering	04/16/20; 19-737-05	\$9,966.10	1827	3966	\$9,966.10		
Upland Design	Architecture & Engineering	01/06/20; 19-737-06	\$1,975.73	1827	3754	\$1,975.73		
Upland Design	Architecture & Engineering	08/10/20; 19-737-07	\$8,368.52	1827	5057	\$8,368.52		
Upland Design	Architecture & Engineering	09/30/20; 19-737-08	\$2,369.50	1827	6402	\$2,369.50		
Upland Design	Architecture & Engineering	11/23/20; 19-737-09	\$5,151.45	1827	7971	\$5,151.45		
Professional Services (A/E) Subtotal: (\$50,282.92)								
D. Construction, Inc.	Publicly Bid Construction Contract	06/15/20; Pay Application #1 (2000023.1)	\$77,028.75	401	3945	\$77,028.75	\$77,028.75	\$38,514.38
D. Construction, Inc.	Publicly Bid Construction Contract	07/15/20; Pay Application #2 (2000023.2)	\$199,528.27	401	4202	\$199,528.27	\$104,754.32	\$52,377.16
D. Construction, Inc.	Publicly Bid Construction Contract	07/20/20; Pay Application #3 (2000023.3)	\$36,243.00	401	4377	\$36,243.00	\$18,121.50	\$9,060.75
D. Construction, Inc.	Publicly Bid Construction Contract	08/19/20; Pay Application #4 (2000023.4)	\$54,038.70	401	5658	\$54,038.70	\$27,019.35	\$13,509.68
D. Construction, Inc.	Publicly Bid Construction Contract	08/31/20; Pay Application #5 (2000023.5)	\$104,109.30	401	5620	\$104,109.30	\$52,054.65	\$26,027.32
D. Construction, Inc.	Publicly Bid Construction Contract	10/06/20; Pay Application #6 (2000023.6R)	\$43,412.05	401	6360	\$43,412.05	\$21,706.03	\$10,853.01
D. Construction, Inc.	Publicly Bid Construction Contract	10/22/20; Pay Application #7 (2000023.7)	\$30,754.31	401	6423	\$30,754.31	\$15,377.16	\$7,688.58
D. Construction, Inc.	Publicly Bid Construction Contract	11/23/20; Pay Application #8 (2000023.8)	\$876.49	401	7936	\$876.49	\$438.24	\$219.12
Publicly Bid Construction Contract Subtotal: (\$539,990.87)								
Busted Knuckles Landscaping	Hazardous Tree Removal	06/05/20; 2779	\$825.00	199	3715	\$825.00		
Semper FI	Ecological Restoration - Invasive Clearing	02/22/2021; 2021-9447	\$14,593.44	1658	9544	\$14,593.44		
O'Malley's Welding	Entry Gate Fabrication	02/24/2021; 19723	\$4,300.00	1477	9604	\$4,300.00		
Busted Knuckles Landscaping	Hazardous Tree Removal	02/24/2021; 3086	\$4,600.00	199	9579	\$4,600.00		
Semper FI	Ecological Restoration - Invasive Clearing	09/10/2021; 2021-0501	\$600.00	1658	10057	\$600.00		
O'Malley's Welding	Entry Sign Posts Fabrication	03/31/2021; 19775	\$470.00	1477	10913	\$470.00		
Non-Bid Contracts Subtotal: (\$25,388.44)								
4 Seasons Landscaping	Mulch - Tree Seedling Protection	06/05/20; 8083U	\$470.00	4	3936	\$470.00		
Grand Rental Station	Site Prep	06/29/20; 35206	\$55.00	663	4218	\$55.00		
Martinson Turf Products	Erosion Control/Cover Crop	09/16/20; 78292	\$1,687.00	1293	5865	\$1,687.00		
Martinson Turf Products	Erosion Control/Cover Crop	09/30/20; 78694	\$164.00	1293	6387	\$164.00		
Genesix Nursery	Conservation Seed Mix Purchases	10/06/20; 20932	\$8,014.03	2035	6371	\$8,014.03		
Ground Effects	Mulch - Tree Seedling Protection	10/06/20; 444872-0000	\$50.30	695	6372	\$50.30		
Possibility Place Nursery	Nursery Stock - Restoration	10/12/20; 00118045	\$5,083.50	1557	6448	\$5,083.50		
Ground Effects	Mulch - Tree Seedling Protection	10/16/20; 4445645-000	\$50.30	695	6425	\$50.30		
Lake Country Corp.	Entry Sign Fabrication	02/09/2021; 0236794-IN	\$554.44	3073	9528	\$554.44		
In-House "Force Account" Material/Supplies Subtotal: (\$16,229.17)								
Kendall County Treasurer	Stormwater Permit	10/15/19; Application Form and Fee	\$1,250.00	110542	197110	\$1,250.00		
"Other" Category Subtotal (\$1,250.00)								
TOTAL PROJECT EXPENDITURES FOR THIS BILLING						\$633,040.20	\$316,500.00	\$158,250.00

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 OS/AD project, and that the costs are in accordance with provisions of the Illinois OS/AD grant program (17 IL Adm Code 3025).

CERTIFIED BY: David Guritz, Executive Director 05/26/2021
 Name, Title & Date

Signature of Chief Administrator / Elected Official

Jill Ferko, Treasurer
 (Signature of local agency's chief fiscal officer)

ATTESTED BY:



116 E. Washington Street
Suite One
Morris, Illinois 60450

Phone: (815) 942-3306
Fax: (815) 942-9430
www.mackcpas.com

TAWNYA R. MACK, CPA
LAURI POPE, CPA

CATE MOULTON, CPA
CHRIS CHRISTENSEN

CERTIFIED PUBLIC ACCOUNTANTS

REPORT ON AGREE-UPON PROCEDURES FOR THE OSLAD PROJECT BILLING
ATTESTATION OF THE KENDALL COUNTY FOREST PRESERVE DISTRICT

To the Kendall County Forest Preserve District
Yorkville, Illinois

We have performed the procedures enumerated below, which were agreed to by management of the Kendall County Forest Preserve District per our letter dated May 10, 2021. This agreed-upon procedures engagement was performed in accordance with standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of Kendall County Forest Preserve District. Consequently, we make no representation regarding the sufficiency of the procedures described below, either for the purpose for which this report has been requested or for any other purpose.

The procedures and associated results are as follows:

We verified that all contracts listed on the schedule of expenditures were for work germane to the scope of the approved OSLAD project as described on the signed Project Agreement and any amendments thereto, and, with the exception of project professional services (A/E) contracts, were executed after the project start date indicated on the signed Project Agreement. No exceptions noted.

We verified that the Kendall County Forest Preserve District has complied with applicable state statutes and applicable local ordinances concerning bidding requirements for construction contracts, and equipment/material purchases, with the exception of Professional Services (A/E) contracts. No exceptions noted.

We verified that all publicly bid construction and material/equipment purchase contracts executed for the project were awarded to the low bidder. No exceptions noted.

We verified that all change orders to the construction and material/equipment purchase contracts were germane to the approved OSLAD project scope and that any change orders of \$10,000 or more were approved by IDNR. No exceptions noted.

We tested a sample of the project expenditures listed on the schedule of expenditures and traced them to the Kendall County Forest Preserve District's accounting record system. We also verified the costs are germane to the project scope and, with the exception of project professional services (A/E fees), were incurred during the project period specified on the signed Project Agreement. No exceptions noted.

We verified that the Kendall County Forest Preserve District did not have force account labor listed/claimed on the schedule of expenditures and no testing was required.

We were not engaged to and did not conduct an audit, the objective of which would be the expression of an opinion or conclusion, of the OSLAD schedule of expenditures. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of Kendall County Forest Preserve District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

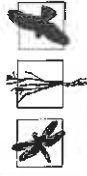
Mack & Associates, P.C.

Mack & Associates, P.C.

Certified Public Accountants

Morris, Illinois

March 20, 2021



Kendall County Forest
Preserve District

119 W. Madison Street
Yorkville, IL 60550
Phone: 639-593-4025

PROJECT

**Pickerill Piggot
Forest Preserve:
Public Access
Phase 1 OSLAD
Development**
6350 Minkler Road
Yorkville, Illinois 60550

PROJECT TEAM

PROJECT MANAGER

uplandDesign Ltd
24041 Lakesport St. Skokie, IL 60076
815-234-4931 www.uplanddesign.com

SURVEYOR

Prattic Land Survey Company
2342 Woodhill Court
Plainfield, Illinois
Phone: 815-241-0659

CIVIL ENGINEER

Hay and Associates, Inc.
3735 W. Higgins Road, Suite 635
Chicago, IL 60641
Phone: 773-693-9200

SHEET TITLE

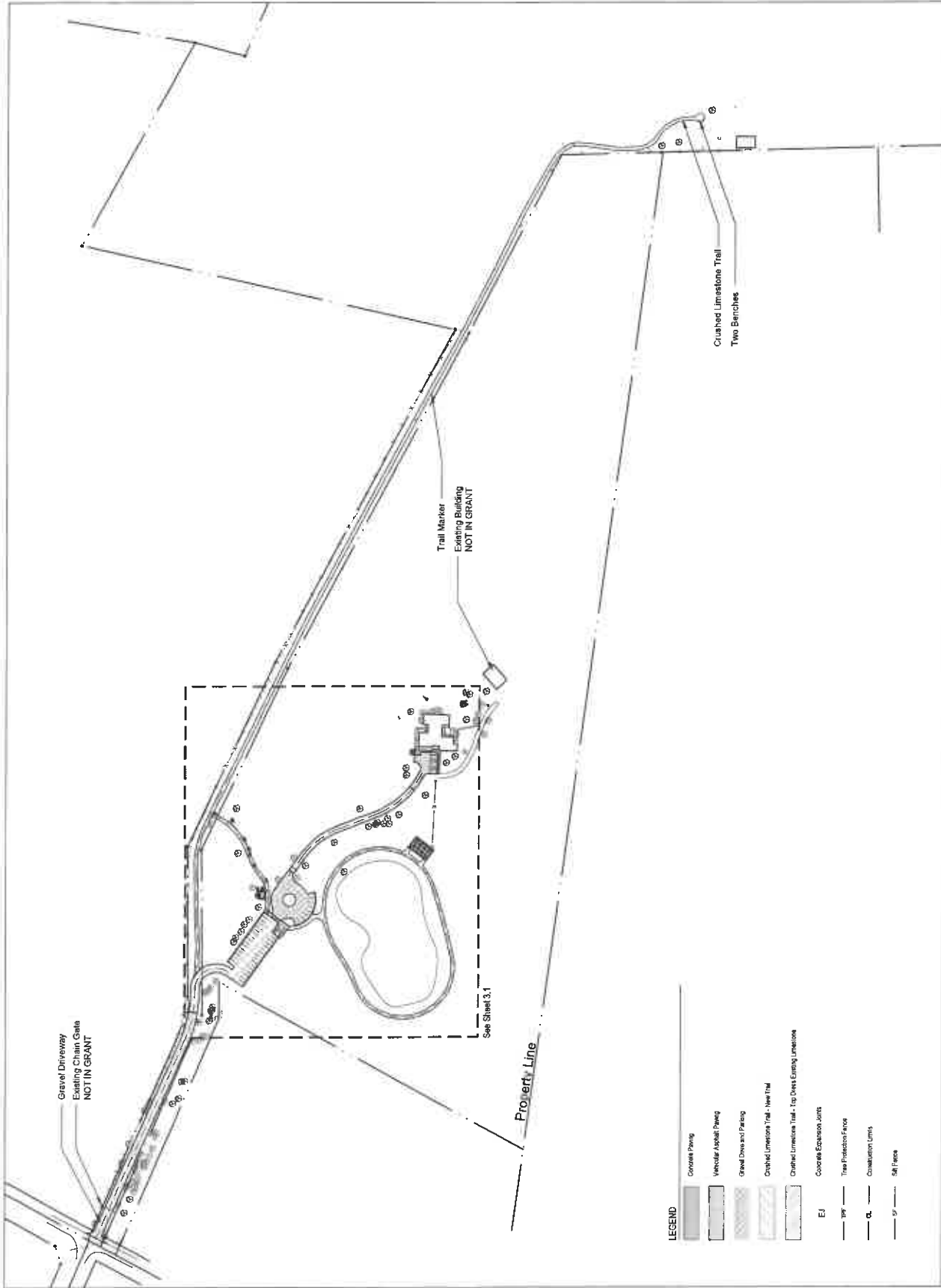
**Layout Plan -
Overall
AS BUILT**

SHEET NUMBER **3.0**

DRAWING REVISION

NO.	DATE	BY	REVISION
01	02/20/20	ICAN/PC221	AS BUILT
02	02/20/20	ICAN/PC221	AS BUILT

Project Number: 257
Company: 2013 Upland Design Ltd.



LEGEND

	Concrete Paving
	Vehicle Asphalt Paving
	Gravel Driveway Paving
	Crushed Limestone Trail - New Trail
	Crushed Limestone Trail - Top Dress Existing Limestone
	Concrete Expansion Joint
	Tree Protection Fence
	Construction Limits
	All Faces

SCALE: 1" = 100'-0"



300'



Kendall County Forest Preserves District

110 W. Madison Street
Yorkville, IL 60550
Phone: 630-653-4625

PROJECT

Pickerrill Piggott Forest Preserve: Public Access Phase 1 OSLAD Development

6550 Mindar Road
Yorkville, Illinois 60560

PROJECT TEAM

uplandDesign ltd
Park Planning and Landscape Architecture
24842 Lockport St., Hanfield, Illinois 60544
615-54-1051, www.uplanddesign.com

SURVEYOR

Pacific Land Survey Company
2542 Woodhill Court
Barrington, Illinois
Phone: 815-341-1465

CIVIL ENGINEER

Hey and Associates, Inc.
8735 W. Higgins Road, Suite 135
Chicago, IL 60631
Phone: 773-683-8920

Layout Plan - Shelter & Parking Lot AS BUILT

SHEET NUMBER **3.1**

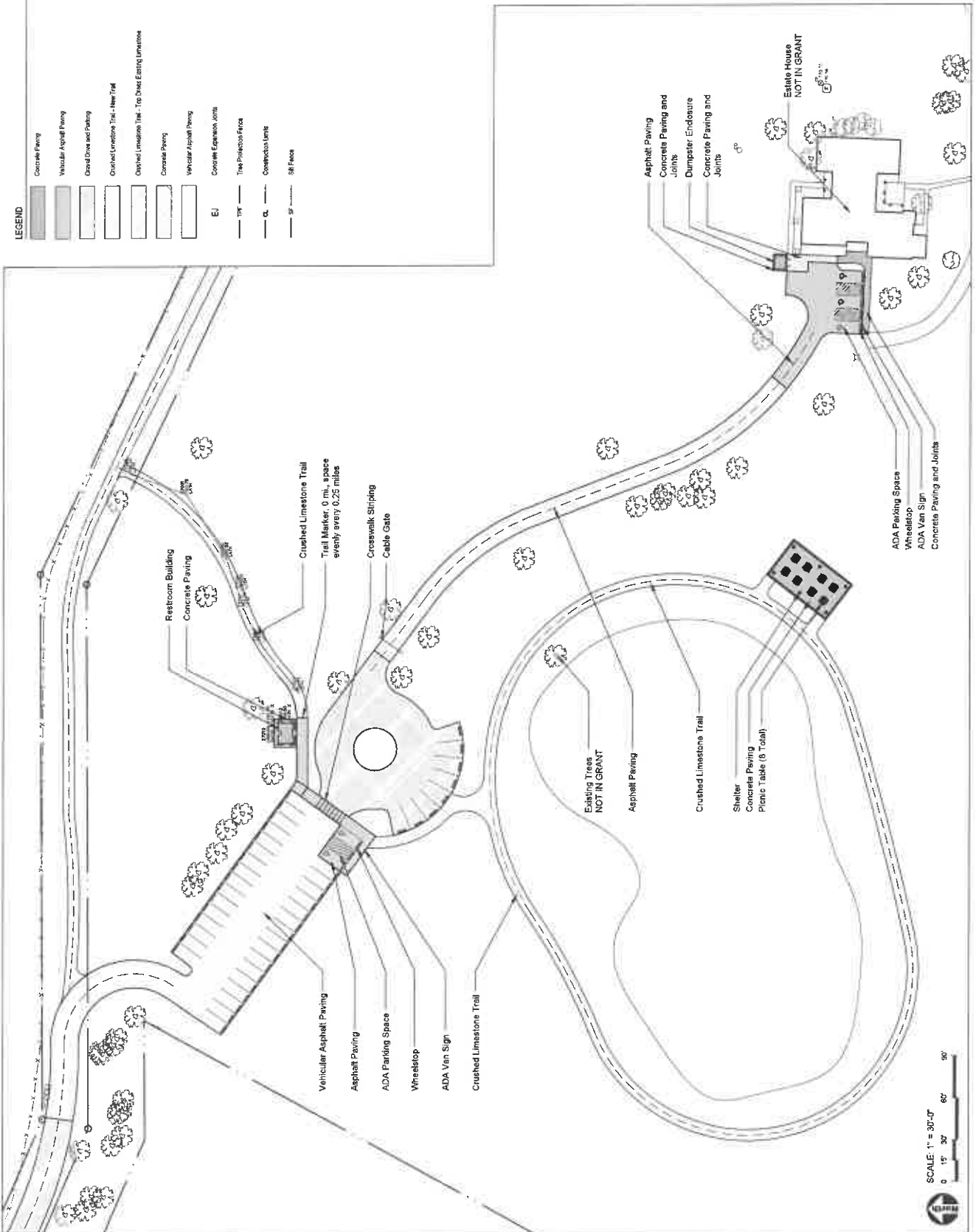
DRAW/REVISION

DATE	BY	REVISION
08/28/08	AS BUILT	AS BUILT
08/28/08	AS BUILT	AS BUILT

Copyright © 2011 Upland Design, LLC

LEGEND

[Symbol]	Concrete Paving
[Symbol]	Vehicular Asphalt Paving
[Symbol]	Gravel Drive and Parking
[Symbol]	Crushed Limestone Trail - New Trail
[Symbol]	Crushed Limestone Trail - Top Drive Existing Unimproved
[Symbol]	Concrete Paving
[Symbol]	Vehicular Asphalt Paving
[Symbol]	Concrete Expansion Joints
[Symbol]	Trail Projection Fence
[Symbol]	Construction Limits
[Symbol]	5' Fence



SCALE: 1" = 30'-0"
0 15' 30' 60' 90'

April 30, 2021

Mr. David Guritz
Director
Kendall County Forest Preserve District
110 W. Madison Street
Yorkville, Illinois 60560

Re: Kendall County Forest Preserve – Ken Pickerill Estate House Re-Roofing
Kluber, Inc. Proposal No. 210430.01

Dear Mr. Guritz:

Thank you for the opportunity to present this Proposal for Professional Services for the above referenced Project. It is our understanding that the Kendall County Forest Preserve District would like to replace the flat and shingle roof materials and associated counterflashings for the Ken Pickerill Estate House, located at 6350 Minkler Road in Yorkville, Illinois.

OVERVIEW OF PROJECT SCOPE

The Project consists of the replacement of approximately 5,500 square feet of architectural asphalt shingle roofing and approximately 1,200 square feet of flat roof areas. Work shall also include the replacement of metal roof flashings and counterflashings at chimneys and siding as well as new gutters and downspouts. The re-roofing work shall be coordinated with the Pickerill Estate renovation project being designed by Kluber Inc.

INITIAL INFORMATION

- Kluber's preliminary assumption of the Cost of the Work is \$85,840.00. The Cost of the Work is the total cost to construct all elements of the Project designed or specified by Kluber, Inc.; it does not include A/E fees, land acquisition costs, permit fees, utility service connection or activation fees, financing costs, contingencies for changes in the Work, or other soft costs that are the responsibility of the Owner.
- The anticipated Project schedule is to execute the work in conjunction with the Pickerill Estate Renovation project as mutually agreed.
- The intended Project delivery method is a single contract for General Construction; single bid package.
- The Owner's representative for the Project will be Mr. David Guritz.
- Kluber, Inc.'s representative for the Project will be Mr. Chris Hansen.

The foregoing is based on our conversations and emails over the last several weeks confirming project scope and budgets.

BASIC SERVICES

Kluber, Inc. proposes to provide usual and customary architectural and engineering Basic Services for the Project as set forth in the standardized *AIA B101 - 2007 Standard Form of Agreement between Owner and Architect*, and in accordance with the general understandings applicable to our relationship with you, with limitations as follows:

Schematic Design/Design Development Phase:

Batavia Office
10 South Shumway Avenue
Batavia, Illinois 60510
630.406.1213

Chicago Office
222 South Riverside Plaza, Suite 1500
Chicago, Illinois 60606
312.667.5670

Bloomington Office
2401 E. Washington Street, Suite 200-B2
Bloomington, Illinois 61704
309.430.6400

- Services for this Phase are not required.

Construction Document Phase:

- Site review to document existing conditions.
- Perform code review as required for work related to Project scope of work.
- Develop technical specifications.
- Develop technical drawings.
- Prepare final estimate of Cost of the Work (Level 3).
- Review final documents with Owner prior to bidding.
- Prepare documents for permit submission by the Contractor and respond to permit comments from the Authority Having Jurisdiction.

Bidding Phase:

- Assist Owner in contacting potential bidders for Project.
- Prepare agenda and attend pre-bid meeting.
- Respond to contractor questions during bidding.
- Issue addenda (if required).
- Attend bid opening.
- Perform contractor bid review evaluations.
- Prepare and issue contractor bid results letter.

Construction Administration Phase:

- Prepare agenda and attend pre-construction meeting.
- Respond to Contractor questions.
- Review progress pay requests if requested.
- Perform a maximum of two (2) site visits per month for progress meetings, to address contractor questions and to observe the work is proceeding in general conformance with the contract documents with a maximum of 4 visits.
- Perform up to two (2) reviews of each construction submittal.
- Perform one (1) site visit to confirm Substantial Completion and identify punch list items.
- Perform one (1) site visit to verify completion of punch list items and confirm Final Completion of the Work.

ADDITIONAL SERVICES

Additional Services are not included in the Basic Services described above, but may be required for the Project or specifically requested by Kendall County Forest Preserve District. The list below indicates Additional Services that will be provided by Kluber, Owner, To Be Determined (TBD) or Not Provided for the Project.

Additional Services:	Provided by:
Programming, or Validation of Owner's Project Program, as described below	Not Provided
Existing Facilities:	
Survey of existing facility(ies) (required if Owner's "as-built" drawings are discovered to be unavailable, inaccurate, incomplete or otherwise inconsistent with actual existing conditions)	Not Provided
Measured drawings documenting existing conditions of existing facility(ies)	Not Provided
Other Facility Support Services (as described in AIA B210 – 2007)	Not Provided
Site Evaluation and Design:	
Site Evaluation and Planning (in accordance with AIA B203 – 2007)	Not Provided
Civil Engineering	Not Provided
Landscape Design	Not Provided
Architectural and Interior Design:	
Multiple preliminary designs/options during Schematic Design Phase	Not Provided
Building information modeling (BIM)	Not Provided
Renderings, models, mockups, or other presentation materials requested by Owner	Not Provided
Historic Preservation (in accordance with AIA B205 – 2007)	Not Provided
Architectural Interior Design, including assistance with selection of interior finish colors, preparation of color boards (in accordance with AIA B252 – 2007)	Not Provided
Furniture, Furnishings and Equipment (FF&E) (in accordance with AIA B253 – 2007)	Not Provided
Green Design:	
Extensive environmentally responsible design	Not Provided
LEED Certification (in accordance with AIA B214 – 2007)	Not Provided
Engineered Systems:	

Commissioning of engineered systems	Not Provided
Telecommunications/data systems design	Not Provided
Cost Control:	
Value Analysis (in accordance with AIA B204 – 2007)	Not Provided
Detailed opinions of probable construction cost (beyond conceptual costs as determined by per unit area or unit volume techniques)	Not Provided
Opinion of total project cost (including incorporation of soft costs such as A/E fees, permit fees, land acquisition costs, and costs of Additional Services not provided by Kluber, Inc.)	Not Provided
Architect's Instruments of Service:	
As-designed record drawings (incorporating Work documented in Supplemental Instructions, Change Orders and Change Directives)	Not Provided
As-built record drawings (incorporating conditions as constructed by the Contractor)	Not Provided
Measured drawings, Design Documents, Construction Documents, as-designed record drawings or as-built record drawings furnished to Owner in AutoCAD .dwg format	Not Provided
Project Delivery, Coordination and Management:	
Coordination of design/engineering consultants employed directly by Owner	Not Provided
Multiple prime construction contracts	Not Provided
Fast-track project delivery/design services	Not Provided
Construction:	
Conformed construction documents (incorporating Addenda and permit revisions)	Not Provided
On-site project representation	Not Provided
Post-occupancy evaluation	Not Provided

COMPENSATION

Kluber, Inc. proposes to provide the Basic Services described above for a lump sum fee of \$8,370.00, provided the Cost of the Work does not exceed \$85,840.00.

Kluber, Inc. proposes to provide the Additional Services described above for the fees scheduled below.

Compensation for Basic and Additional Services does not include the services of other independent professionals, associates, or other consultants. If they are required, our fee will be increased by the direct costs of those services multiplied by a factor of 1.15 for overhead, coordination and management of the delivery of those services.

Our billing for Services will be based on progress of the work performed and is outlined as follows:

Basic Services:

Construction Documents Phase	\$6,475.00
Bidding/Negotiation Phase	\$750.00
Construction Administration Phase	\$1,145.00
Total Basic Services Fee:.....	\$8,370.00

Additional Services:

As requested	At Hourly Rates listed below
Additional Site Visit.....	\$495.00/Visit

Reimbursable Expenses incurred in connection with our services will be charged on the basis of cost, without additional markup. Anticipated reimbursable expenses for this project include expedited courier services, printing and plotting, document reproduction, premiums for professional liability insurance in excess of usual and customary coverage, and are anticipated not to exceed \$450.00.

Changes in services, when authorized, will be charged on an hourly rate as scheduled hereafter and amended annually in accordance with our hourly rate schedule (2021):

Kluber Architects + Engineers Staff	Hourly Rate
Principal.....	\$225.00
Project Manager.....	\$175.00
Project Mechanical Engineer III.....	\$165.00



Project Mechanical Engineer II.....	\$140.00
Project Mechanical Engineer I.....	\$115.00
Project Electrical Engineer III.....	\$165.00
Project Electrical Engineer II.....	\$140.00
Project Electrical Engineer I.....	\$115.00
Project Structural Engineer III.....	\$165.00
Project Structural Engineer II.....	\$140.00
Project Structural Engineer I.....	\$115.00
Project Technologist.....	\$165.00
Project Architect III.....	\$135.00
Project Architect II.....	\$115.00
Project Architect I.....	\$95.00
Interior Designer III.....	\$115.00
Interior Designer II.....	\$95.00
Interior Designer I.....	\$75.00
Construction Observer.....	\$95.00
Senior Project Coordinator.....	\$75.00
Project Coordinator.....	\$55.00

Limitation of Liability: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Kluber, Inc.'s officers, directors, partners, employees, agents, and Kluber's Consultants, and any of them to Owner/Client and anyone claiming by, through, or under Owner/Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Subagreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Kluber's officers, directors, partners, employees, agents, or Kluber's Consultants, or any of them shall not exceed the total amount of two times fee, excluding reimbursable expenses. The services provided herein are governed solely with regards to permanent building codes only, compliance with OSHA regulations is specifically excluded.

TIMING

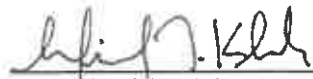
All services contemplated within this proposal shall be completed within 12 months after the acceptance date. Services performed after closure of that window will be billed hourly in accordance with the rates set forth above. This proposal is valid for a period of up to 45 days from the date noted on this proposal.

FINAL NOTE

If this proposal satisfactorily sets forth your understanding of our agreement, we would appreciate your authorization to proceed with this Work. We are available to discuss any aspect of this proposal with you at your convenience.

Kluber, Inc. appreciates the interest expressed in our firm and we look forward to serving your needs in the future.

Sincerely,



 Michael T. Kluber, P.E.
 President
 Kluber, Inc.

Accepted (Signature) _____ Date

By (printed name and title) _____

Confidentiality Notice: The contents of this proposal are confidential and may not be distributed to persons other than Kendall County Forest Preserve District.

To: Melissa Gallindo and Eduardo Arroyo

From: David Guritz, Executive Director
Rebecca Antrim, HR - Accounting and Reservations Manager

RE: Waste Management Contract Closeout and Refund of Overpayments
Contract and Account Closure Effective 04/30/2021

Date: 1-Apr-21

The Kendall County Forest Preserve District accepted the account credit amounts extended on 03/18/2021 by Waste Management for overpayments on the District's accounts. Additional credit card payments were processed by WM on March 18, 2021 on each of the three accounts for services extended for March 2021. In accordance with the contract's stated billing amounts, allowable costs per contract for March and April 2021 are subtracted from credits and March 2021 payments to arrive at the final settlement amount (refund) to the District of \$1,686.40. Arrangements should be made to pickup all trash and recycling containers from each of the three locations by April 28, 2021.

WM Account #	[18-39948-13003] Ellis13986 Mckanna Rd, Minooka, IL 60447 US	[18-39930-53004] Harris10460 Route 71, Yorkville, IL 60560 US	[18-40256-73004] Hoover11285 Fox Rd, Yorkville, IL 60560 US	
Location	Ellis House and Equest. Center	Harris Forest Preserve	Hoover Forest Preserve	
Balance as of 03/18/2021 Per WM	\$ 913.02	\$ 666.66	\$ -	
WM Charges and District Payments on 03/18/2021	\$ 141.47	\$ 205.70	\$ 108.24	
	\$ 1,054.49	\$ 872.36	\$ 108.24	Auto Paid by Credit Card **3583
Allowable Charges for March 2021 Per Contract	Trash Recycling	(37.78) (18.89)	(56.68) (18.89)	(63.00) (18.89)
Allowable Charges for April 2021 Per Contract	Trash Recycling	(69.27) (31.49)	(94.46) (44.08)	(125.95) (31.49)
Final Account Balances as of 04/30/2021	\$ 897.06	\$ 658.25	\$ (131.09)	\$ 765.97
Total District Refund Owed Per Contract	\$ 1,686.40	Please make check payable and remit to: Kendall County Forest Preserve District 110 W. Madison Street Yorkville, IL 60560		
LAST WM RECYCLING PICKUP DATE	4/22/2021	4/23/2021	4/23/2021	4/23/2021
LAST WM TRASH PICKUP DATE	4/27/2021	4/26/2021	4/26/2021	4/26/2021
WASTE/RECYCLING BIN REMOVAL DEADLINE	4/28/2021	4/28/2021	4/28/2021	4/28/2021

****IMMEDIATE CLOSURE OF ALL DISTRICT ONLINE ACCOUNTS REQUESTED TO AVOID AUTOPAYMENTS IN APRIL ON ALL ACCOUNTS
ANY/ALL FURTHER CHARGES POSTED TO ***3583 WILL BE DISPUTED AS INVALID**

WM April Online Billing Amounts Showing as Owed by \$ 147.97 \$ 185.15 \$ 114.74

**ONLINE PAYMENTS SHOULD NOT BE PROCESSED FOR APRIL 2021

**DISTRICT ONLINE ACCOUNTS SHOULD BE CLOSED IMMEDIATELY, WITH AUTOPAYMENT INFORMATION DELETED



WASTE MANAGEMENT
 PO BOX 3027
 866-570-4702
 HOUSTON, TX 77253-3027

Check No. 0015202256
 Check Date 05/20/2021
 Check Amount \$765.05



US-003206 0001 0001 003206
 KENDALL COUNTY FOREST PRES - E
 110 W MADISON ST
 YORKVILLE IL 60560-1465

INVOICE AND PAYMENT STATUS CAN
 BE REVIEWED ONLINE AT
[HTTP://WM.INVOICEINFO.COM](http://WM.INVOICEINFO.COM)



Date	Invoice No/Description	Amount	Discount	Total Due
05/18/2021	02007183994813003 13986 MCKANNA RD	\$765.05		\$765.05
TOTAL				\$765.05

↓ PLEASE FOLD ON PERFORATION AND DETACH HERE ↓

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT.

CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

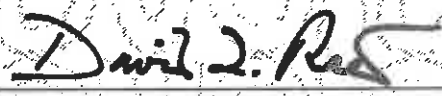
WASTE MANAGEMENT
 PO BOX 3027
 866-570-4702
 HOUSTON, TX 77253-3027

0015202256
 May 20, 2021
 70-2328/719
 VOID AFTER 90 DAYS

Amount: **Seven Hundred Sixty-Five dollars and 05 cents**

Pay to the order of: **KENDALL COUNTY FOREST PRES - E**
 110 W MADISON ST
 YORKVILLE IL 60560-1465

Bank of America N.A.
 Commercial Disbursement Account
 Northbrook, IL 60067


 AUTHORIZED SIGNATURE

⑈0015202256⑈ ⑆071923284⑆ 87654⑈03178⑈



DeKane Equipment Corporation

47W619 US Rt. 30 - P.O. Box 157
 Big Rock, Illinois 60511
 Phone (630) 556-3271
 Fax (630) 556-3079
 www.dekane.com



SOLD TO
 KEND03 KENDALL CO FOREST PRESERVE
 110 W MADISON ST
 YORKVILLE, IL 60560

SHIP TO

Sold By: 116 PO #: Date 5/18/21 QUOTE QA03035
 Ship By: Tax #: E9956-4572-03 15:32:58 Open

Tax	D	Qty	Description	Price	Amount
			OTHR PARTS SHOP		
5		1	064 16032-51013 ASSY PUMP,	1131.74	1131.74
5		1	064 15601-96650 GASKET	5.62	5.62
5		3	064 15841-53622 GASKET S234	1.83	5.49
5		3	064 16032-94040 WASHER S245	5.59	16.77
5		1	064 K7591-62112 STARTER SWI KU114	61.20	61.20
5		1	064 K7591-34384 CABLE (VALV D151	69.03	69.03
			** TOTAL OTHR PARTS SHOP		1289.85
			CUST LABOR Total Hours: 13.75		
			** TOTAL CUST LABOR		1443.75
			PARTS FREIGHT		
N			INCOMING PARTS FREIGHT		25.00

NOTE
 QUOTE FOR REPAIRS TO RTV.
 UNIT WILL NEED THE ABOVE PARTS TO RESTORE A RUNNING CONDITION.
 CABLE IS FOR THE BED LIFT LEVER WHICH IS FROZEN.
 IGNITION SWITCH IS BAD.
 GASKET AND WASHER ARE FOR REINSTALLATION OF THE INJECTION PUMP.
 *****SAVINGS OF AROUND 350.00 IF WE REBUILD THE EXISTING PUMP.

PRICES ARE SUBJECT TO CHANGE. CUSTOMER WILL BE ADVISED OF ANY CHANGES.
 THERE ARE NO RETURNS ALLOWED ON ELECTRICAL PARTS.

** SUBTOTAL 2758.60

X _____ Charge Sale

Phone: (630) 553-4025 PAY THIS AMOUNT \$2758.60

Terms: All accounts due upon receipt
 If not paid by 25th following, or on our regular billing date, a FINANCE CHARGE of 2% (ANNUAL PERCENTAGE RATE OF 24%) or minimum of \$.50 will be added to unpaid balance.
 No refund without invoice. 30% handling charge on all returned parts. No parts returnable after 10 days.

DEKANE EQUIP. CORP.
 47 W 619 US Rt 30
 BIG ROCK, IL. 60511

CUSTOMER NUMBER	STATE CODE	COUNTY CODE	DATE	REFERENCE NO.
			5/24/21	
INC. #	SALESMAN		NO.	
SOURCE	K.J.			
JRN'L ✓	APPRAISER		NO.	

SOLD TO Kendall Co. Forest Preserve
 ADDRESS
 CITY-STATE Yorkville, IL ZIP 60560

CONTROL NUMBER	QTY.	T	PROD. GRP.	KIND	CODE	DESCRIPTION (YEAR, MAKE, MODEL, ETC.)	SERIAL NUMBER	TOTAL PRICE
				MODEL CODE	CATALOG NO.			
						(2003) Cub Cadet 3204 Hydro - Power Steering Hyd. LIFT - 48" Deck 584HRS.		\$ 1950.00

LESS ALLOWANCE FOR TRADE-INS							SALES TAX
CONTROL NUMBER	PG	YEAR	MAKE	MODEL	SERIAL NO.	ML / HRS	DESCRIPTION
			Cub Cadet	1864			W/54" DECK
ALLOWANCE ON TRADE-IN							\$ 50.00
TOTAL AMOUNT DUE							\$ 1900.00

FORM DADS-6130-1 CUSTOMER COPY

BALANCE DUE AND PAYABLE \$ 1900.00
 RECEIVED ABOVE LISTED ITEMS IN GOOD CONDITION
 Signature: [Handwritten Signature] DATE: 5/24/21

DELIVERY RECEIPT

#	AMOUNT	DESCRIPTION	DATE	INITIALS
	324	GROSS PROFIT		
#	3250			
#	3300			
#	3310			
#	3320			
#	210			
#	214			
	5850			
TOTAL CREDITS				
TOTAL DEBITS				

May 24, 2021

Mr. David Guritz
Executive Director
Kendall County Forest Preserve District
110 West Madison Street
Yorkville, IL 60560

Re: **Request ID: 8133**
(November 1, 2020 to April 30, 2022)

Dear Mr. Guritz:

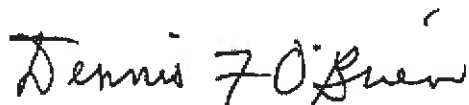
The Foundation recently changed the procedure regarding restoration payments being made in two (2) installments.

When the Foundation awarded the above referenced grant to assist in the purchase of the property it also awarded \$10,000 to be applied towards the restoration activities. The \$10,000 payment was to be made in two installments, the first was \$7,500 included in the check supporting the purchase of the land. The second payment of \$2,500 was to be made upon receipt of a payment request and report as specified on page 2 of your grant agreement.

The Foundation determined that it is more efficient for purposes of managing our acquisition grants to include the full amount of the restoration payment with the payment supporting the purchase of the land. You will note specific reporting requirements to be met to receive the second payment of \$2,500 (see **paragraph b** of the section titled **Payment 2** in your Grant Agreement). The Foundation is now requiring that you include those reporting requirements from **paragraph b** in your **Final Report** for the grant.

If you have questions, please contact Frances Kane either by email (fkane@illinoiscleanenergy.org) or by phone.

Please acknowledge you have received this letter and that you accept the reporting requirement by having the proper official in your organization sign the acknowledgement below and returning the letter to the Foundation.



Dennis O'Brien, Executive Director

Grantee _____

Name of Authorized Signer for the Grantee _____

Title of Signer _____

Authorized Signature _____

Date Signed _____