



Kendall County Board Agenda
Adjourned September Meeting
Kendall County Office Building, 111 W. Fox Street
County Board Room 209, Yorkville, IL 60560
Tuesday October 01, 2024, at 6:00 pm

1. Call to Order
 2. Pledge of Allegiance
 3. Invocation
 4. Roll Call
 5. Determination of a Quorum
 6. Approval of Agenda
 7. Special Recognition
 8. Public Comment
 9. Consent Agenda
 - A. Approval of Claims in the amount of \$2,169,066.92 from September 30, 2024
 - B. Approval of Standing Committee minutes (p.2)
 - C. Approval of memorandum of understanding between the KenCom Executive Board/ Kendall County Emergency Phone Service and Communications Board and the Kendall County Emergency Management Agency regarding encryption key (p.7)
 - D. Approval of the REP grant agreement between the State of Illinois, IEMA-OHS and the County of Kendall effective July 1, 2024, through June 30, 2025, in the amount of \$23,583 (p.12)
 - E. Approval of Resolution Adopting Illinois Emergency Management Mutual Aid System (p.47)
 - F. Approval of an agreement with Cordogan Clark and Associates to enter into an agreement for Kendall County Courthouse renovations with Lite Construction in the amount of \$1,107,296.00, inclusive of bid alternates Nos. 1, 2 and 3, for a total project cost inclusive of contingency, architectural, preconstruction and other fees not to exceed \$1,456,683. (p.68)
 - G. Approval of Contingency Reduction #10 total of \$55,484 with revised contract amount as follows: Lite Construction: \$2,187,094 (\$5,301 increase), Plainfield Grading: \$633,904 (\$ 1,889 increase), Abbey Paving: \$369,906 (\$14,311 increase), Jimmy Z's Masonry \$584,947 (\$11,947 increase), TSI Commercial Flooring \$294,810 (\$ 5,141 increase), Twin Oaks Landscaping: \$101,534 (\$10,975 increase), Otis Elevator: \$97,193 (\$ 2,500 increase), O'Malley Welding: \$24,700 (\$3,420 increase) (p.116)
 - H. Approval of Contingency Reduction #10B Total of \$98,710 with revised contract amount as follows Lite Construction: \$2,240,249 (\$ 53,155 increase: \$14,000 overhead door \$5,000 antenna & slabs demo, \$34,155 fence & gate installation), O'Malley Welding: \$ 28,200 (\$3,500 increase), Abbey Paving: \$ 411,961 (\$42,055 increase) (p.119)
 - I. Approval of the Kendall County Fiscal Year 2025 Tentative Budget (p.122)
 10. Old Business
 11. New Business
 12. Standing Committee Reports
 13. Special Committee Reports
 14. Liaison Reports
 15. Other Business
 16. Chairman's Report
- Appointments**
- Mike Mann- Workforce Development Board - 2-year term - September 2026
17. Public Comment
 18. Questions from the press
 19. Executive Session
 20. Adjournment

If special accommodation or arrangements are needed to attend this County meeting, please contact the Administration Office at 630-553-4171, a minimum of 24 hours prior to the meeting time

COUNTY OF KENDALL, ILLINOIS
ECONOMIC DEVELOPMENT & ADMINISTRATION COMMITTEE
Meeting Minutes for Thursday, August 29, 2024 at 8:00 a.m.

Call to Order: The meeting was called to order by Chairman Elizabeth Flowers at 8:00 a.m.

Roll Call

Attendee	Status	Arrived	Left Meeting
Elizabeth Flowers	Here		
Scott Gengler	Here		
Dan Koukol	Here		
Brooke Shanley		8:14 a.m.	
Seth Wormley	absent		

With three (3) members present a quorum was established.

Staff Present: Christina Burns, Latreese Caldwell, Jennifer Karales, Matt Asselmeier, Roger Bonuchi

Approval of Agenda – Member Gengler made a motion to approve the agenda, second by Member Koukol. **With three (3) members voting aye, the motion was carried by a vote of 3 - 0.**

Approval of Minutes – Member Koukol made a motion to approve the July 17, 2024 Committee Meeting minutes, second by Member Gengler. **With three (3) members voting aye, the motion was carried by a vote of 3- 0.**

Committee Reports and Updates

- A. Animal Control Department Update** – County Administrator Christina Burns directed the committee to Director of Animal Control Taylor Cosgrove's reports on page 5, noting near-capacity facilities, ongoing HVAC upgrades for better air quality, and the imminent filling of a full-time vacancy. EMA staff and volunteers were very busy due to the large scale storms on July 15th and Accessing damage after the storms with weather service.
- B. Emergency Management Agency Update** – County Administrator Christina Burns directed the committee's attention to the report from Director of Emergency Management Roger Bonuchi, found on page 18. This report highlights the successful completion of Community Emergency Response Team (CERT) training sessions and the conclusion of the summer festival season. The Emergency Management Agency (EMA) staff and volunteers were notably active in response to the significant storms on July 15, including damage assessment in collaboration with the weather service. Additionally, EMA is addressing the evaluation of a software solution known as D4H, as the current software, lamResponding, does not adequately meet operational needs for tracking volunteer hours and incident reporting. The committee also engaged in discussions regarding financial considerations and potential grant opportunities for funding.
- C. Revolving Loan Status Update** – Financial Analyst Jennifer Karales provided the committee with an update on the status of the Revolving Loans. She referred members to page 19 of the packet, highlighting that all loans are up to date except for one, for which a payment is expected shortly.
- D. Economic Development Update** - Director of Planning, Building and Zoning, Matt Asselmeier, guided the committee to review page 20 for Todd Volker's updates on economic development. Key highlights include significant progress on the 2025 Summer Intern Program, which aims to connect young adults in Kendall County with various employment opportunities. Additionally, planning is in progress for two-part business succession

workshops to be held in Yorkville and Oswego. Mr. Volker is also actively engaged with the Made In Kendall initiative, which is scheduled for discussion later in today's meeting.

- E. **KAT Update** - Financial Analyst Jennifer Karales provided the committee with an update on the Kendall Area Transit program. She referred the committee to the last page of the ride data report (pg. 28). As of August 19, KAT has provided over 20,000 rides in Kendall County.

New Committee Business

A. Discussion of Grace Holistic Loan Deferral Request

County Administrator Christina Burns stated that in March 2024 the committee discussed a modification to the loan for Grace Holistic. Following conversation with the EDA Committee, the County agreed to permit interest-only payments through Sept. 1, 2024 so long as they came current with their interest payments, with no overall modification to the loan terms. To date, Grace Holistic has been in compliance with the modified payment schedule. Grace Holistic staff reached out earlier this month to request an extension of the interest only payment. They have requested an additional 12-month deferral or a restructuring of the loan. Based on review and discussion with Grace Holistic's owner and their staff accountant, staff recommends an additional short-term deferment of principal interest on the condition that if federal funds are received, Grace Holistic comes current with their payment schedule. A deferment of principal through Dec. 31, 2024 would align with their original 12 month extension request. The committee concurs to the deferment of principal through Dec. 31, 2024, and to ask that if federal funds are received, Grace Holistic comes current with their payment schedule.

B. Discussion of Kendall Area Transit Logo

Financial Analyst Jennifer Karales presented to the committee a proposal to update the design of the KAT logo. The objective is to modernize the logo to align with the core initiatives of the program and to ensure greater cohesion with the Kendall County logo. She directed the committee to page 30 of the packet for a logo design prepared by Imagination Print & Design and asked for feedback and input for changes. The logo would be used in marketing/branding including the website, pamphlets, brochures and buses. All committee members gave suggestions to improve the design and asked that some additional options be emailed to the committee members so that a new design could be ready by the next committee meeting.

C. Approval of Resolution for the Kendall Area Transit Program on behalf of Kendall County, Illinois, authorizing the County Administrator to execute the purchase of used vehicles.

Financial Analyst Jennifer Karales informed the committee of the need for a resolution allowing the County Administrator to purchase used vehicles for the Kendall Area Transit (KAT) Program. KAT currently has 24 buses and vans, with 16 scheduled for disposal due to age and mileage per IDOT regulations. While KAT awaits two medium-duty buses and one electric vehicle from IDOT, expected in 2025 or later, timely access to used buses is crucial due to quick turnover in the market. The resolution will enable the County Administrator to make purchases promptly, ensuring operational capability. The committee agrees this resolution is necessary for optimal pricing.

Member Gengler made a motion to Approve the Resolution for the Kendall Area Transit Program on behalf of Kendall County, Illinois, authorizing the County Administrator to execute the purchase of used vehicles to be forwarded to County Board, second by Member Koukol. **With four (4) members voting aye, the motion was carried by a vote of 4 - 0.**

D. Discussion of Made in Kendall Concept

County Administrator Christina Burns facilitated a discussion regarding a new initiative aimed at recognizing local businesses and manufacturers, as well as promoting products manufactured within Kendall County. Economic Development Coordinator Todd Volker has undertaken the primary responsibility for researching this concept. The details of the "Made In Kendall" program are outlined on page 34 of the packet provided. This document represents a draft of the program, and Ms. Burns requested input from the committee. The proposal suggests an annual solicitation for nominations from businesses that meet the established criteria within the outlined program. Subsequently, these

submissions would be evaluated, culminating in a formal recognition process. Recognitions would occur during board meetings, and winners in each category would receive a plaque along with social media promotion. The discussion focused on determining the criteria for nominations, debating whether the criteria should be product-driven or business-driven. There were proposals to enhance participation from small businesses and to emphasize items manufactured and created within the county. Furthermore, it was suggested that one of the award categories could recognize a "Kendall County Business of the Year." Additional considerations included the marketing initiatives associated with Kendall County and the historical context of products manufactured within the region.

Old Committee Business

A. Discussion of Economic Development Priorities

County Administrator Christina Burns stated that there are no new updates and would like to have a more robust discussion at a later date.

Chairman's Report – none

Public Comment – none

Executive Session – none

Items for the Committee of the Whole Meeting – none

Action Items for County Board

- Approval of Resolution for the Kendall Area Transit Program on behalf of Kendall County, Illinois, authorizing the County Administrator to execute the purchase of used vehicles

Adjournment – Member Gengler made a motion to adjourn, second by Member Koukol. **With four (4) members present in agreement; the meeting was adjourned at 8:47 a.m.**

Respectfully submitted,
Sally A. Seeger
Administrative Assistant

**COUNTY OF KENDALL, ILLINOIS
FINANCE & BUDGET COMMITTEE
Meeting Minutes for Thursday, August 29, 2024**

Call to Order – Committee Chair Scott Gengler called the Finance & Budget Committee meeting to order at 4:03 p.m.

Roll Call

Attendee	Status	Arrived	Left Meeting
Scott Gengler	Here		
Brian DeBolt	Here		
Matt Kellogg	Here		
Jason Peterson	Absent		
Seth Wormley	Here		

With four (4) members present a quorum was established.

Staff Present – Christina Burns, Latreese Caldwell, Jennifer Karales, Dave Guritz, Antoinette White

Approval of Agenda – Member DeBolt made a motion to approve the agenda, second by Member Kellogg. **With four (4) members present voting aye, the motion carried by a vote of 4 - 0.**

Approval of Minutes – Member Kellogg made a motion to approve the minutes from June 27, 2024, second by Member DeBolt. **With four (4) members present voting aye, the motion carried by a vote of 4 - 0.**

Approval of Claims – Member DeBolt made a motion to forward the approval of the claims to the next County Board Meeting, second by Member Kellogg. **With four (4) members present voting aye, the motion carried by a vote of 4 - 0.**

Committee Reports and Updates

- A. **Personnel Reports** - Treasurer Jill Ferko provided to the committee the Treasurer’s Employee Status Report and is included in the packet (Page 6).

New Committee Business

A. FY24-26 ARPA – Financial Analyst Jennifer Karales provided to the committee the American Rescue Plan overview of ARPA financial report (page 8 of packet). She reported \$2,274,409 is the remaining balance with most of this fund already allocated. Discussion on whether allocated funds if not used can be used for other projects, this can be done as long as project meets the criteria set forth by ARPA.

B. ARPA Treasury Reporting Status Filing - Financial Analyst Jennifer Karales briefed the committee that ARPA treasury report was filed on-time, and the report is included in the packet (page 9).

C. Opioid Settlement Status Filing - Financial Analyst Jennifer Karales briefed the committee that as of July 31, 2024 the reporting for the funds has moved to an online process. The filing report can be found in the packet starting on Page 11.

D.*MOTION (VV) Approval of FY2024 Opioid Fund Applications - Financial Analyst Jennifer Karales reported that no new applications have been requested for the past month.

E.*MOTION (Forward to County Board) Approval of Resolution for the Kendall Area Transit Program on behalf of Kendall County, Illinois, authorizing the County Administrator to execute the purchase of used vehicles not to exceed \$80,000

This agenda item pertains to the procurement of 14-seat passenger vans. Ms. Karales informed the committee that the KAT program is experiencing challenges in acquiring new vehicles, and the existing fleet requires repairs. The program is currently awaiting the delivery of two buses and one electric vehicle from IDOT, with an estimated arrival date in 2025. Approval of this resolution will authorize the county administrator to move forward with the purchase of buses without facing time constraints.

Member Kellogg made a motion for Approval of Resolution for the Kendall Area Transit Program on behalf of Kendall County, Illinois, authorizing the County Administrator to execute the purchase of used vehicles not to exceed \$80,000 to be forwarded to the next County Board meeting, second by Member DeBolt. **With four (4) members present voting aye, the motion carried by a vote of 4 - 0.**

F.*MOTION (VV) Approval of Accounts Payable Position estimated salary \$60,000 annually

County Administrator Christina Burns informed the committee that the Accounts Payable (AP) responsibilities are being transferred from the Clerk's office to the Administration office. The Administration is seeking to recruit a financial analyst with a more advanced skill set than that of a clerk, as this aligns with the ongoing development of the finance division. An abbreviated job description is included in the packet, and this will then be sent to HR to develop a full job description.

Member Kellogg made a motion for Approval of Accounts Payable Position estimated salary \$60,000 annually, second by Member Wormley. **With four (4) members present voting aye, the motion carried by a vote of 4 - 0.**

G.FY24 Budget Calendar

Chair Gengler informed the rest of the committee on the budget meetings with various departments that are coming up. Meetings are going well with the departments and their presentations will be held on September 20, 2024. The committee members were encouraged to put this on their calendars and make themselves available for this full day of budget hearings.

Old Committee Business – None

Chairman's Report – Chair Gengler stated the elected officials and department head meetings are going well. Still working with the Sheriff's department on an ordinance.

Public Comment – None

Executive Session - None

Items for County of the Whole – None

Items for County Board

- Claims
- Approval of Resolution for the Kendall Area Transit Program on behalf of Kendall County, Illinois, authorizing the County Administrator to execute the purchase of used vehicles not to exceed \$80,000

Adjournment – Member Kellogg made a motion to adjourn the Finance and Budget Committee meeting, second by Member DeBolt. **With four members present voting aye; the meeting was adjourned at 4:22 p.m. by a vote of 4 - 0.**

Respectfully submitted,
Sally A. Seeger
Administrative Assistant and Recording Clerk



Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 10/1/2024
Subject: MOU between KenCom and EMA regarding encryption key
Prepared by: Tracy Page
Department: EMA

Action Requested:

Approval of memorandum of understanding between the KenCom Executive Board/ Kendall County Emergency Phone Service and Communications Board and the Kendall County Emergency Management Agency regarding encryption key

Board/Committee Review:

County Board

Fiscal impact:

\$0

Background and Discussion:

KenCom hereby authorizes KCEMA and their authorized personnel to access, permission to install and transmit on the radio channels, to include the AES & DES encrypted channels

Staff Recommendation:

Approval of memorandum of understanding between the KenCom Executive Board/ Kendall County Emergency Phone Service and Communications Board and the Kendall County Emergency Management Agency regarding encryption key

Attachments:

MOU between KenCom and EMA regarding encryption key

**MEMORANDUM OF UNDERSTANDING
KENCOM EXECUTIVE BOARD/KENDALL COUNTY EMERGENCY PHONE
SERVICE AND COMMUNICATIONS BOARD AND
KENDALL COUNTY EMERGENCY MANAGEMENT AGENCY
REGARDING ENCRYPTION KEY**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as MOU) is hereby entered into, by and between the KenCom Executive Board/Kendall County Emergency Phone Service and Communications Board, 1100 Cornell Lane, Yorkville, Illinois (hereinafter referred to as “KenCom”), and the Kendall County Emergency Management Agency, 1102 Cornell Ln., Yorkville, Illinois (hereinafter referred to as “KCEMA”) For purposes of this MOU, the KenCom Executive Board/Kendall County Emergency Phone Service and Communications Board and the Kendall County Emergency Management Agency shall hereinafter collectively be referred to as “the parties” or “Party”.

WHEREAS, KenCom and KCEMA are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, KCEMA has members, while serving in that capacity, will need radio access to the KenCom Channels included within this Memorandum of Understanding.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby mutually acknowledged, the parties hereto hereby agree as follows:

Grant of Access. KenCom hereby authorizes KCEMA and their authorized personnel to access (permission to install and transmit on the radio channels, to include the AES & DES encrypted channels) the following radio channels (hereinafter referred to collectively as "KenCom Channels"):

- KenCom Police 1
- KenCom Police 3
- KenCom Police 5 Encrypted
- KenCom Police 7
- KenCom Fire 1
- KenCom Fire 2
- KenCom Fire 3 Encrypted

Scope of Use. Recognizing the need to control the use of the KenCom Channels and in accordance with the FCC policies and procedures, KCEMA agrees to limit the use of the KenCom Channels to Emergency Notifications (serious incidents, serious traffic crashes, and active fires), Coordination of Joint Operations and Mutual Aide Responses (Natural and Man-Made Disasters, Mass Casualty Incidents, Police, HAZMAT, Rescue Operations, and Training).

KCEMA shall, at all times, ensure that its authorized personnel utilize its access to the KenCom Channels in strict conformance with the provisions of this agreement, its application to KCEMA and KenCom, and such rules and policies as KCEMA and KenCom or its subordinate entities may from time to time establish. KCEMA shall not permit its personnel to utilize KCEMA access to the KenCom Channels in any manner that exceeds this scope of use or in violation of law.

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Standard of Conduct: KCEMA agrees that it is accepting responsibility under this MOU for the use of KenCom’s Channels, the AES & DES encryption, and the conduct of its authorized personnel in using KenCom’s Channels. KCEMA shall not tolerate any unsafe, illegal, or inappropriate behavior or conduct, or any conduct that violates the provisions of this MOU, by Personnel, and KCEMA shall cause any persons that KenCom or KCEMA knows to have engaged in such behaviors to immediately cease use of the radio KenCom Channels.

KCEMA Disposition of Radios. KCEMA agrees that prior to transferring the ownership of any one of their radios with the KenCom Channels installed, by selling, destroying, donating, etc., KCEMA will uninstall the radio frequencies and the AES & DES encryption module license key. This is to include any future KCEMA portable and mobile radio purchases with the KenCom radio frequencies and AES & DES encryption installed.

Termination. KenCom may terminate access to the KenCom Channels at any time by providing written notice to KCEMA. Upon the written notice terminating access, KCEMA will cooperate in the termination of the access.

Entirety of MOU: This MOU contains the entire understanding between the Parties concerning KCEMA’s use of the KenCom Channels and the AES & DES encryption and supersedes any prior understanding, written or oral MOUs between them with respect to the subject matter of this MOU. There are no representations, MOUs, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this MOU which are not fully expressed herein. No oral modification, amendment, or change shall be allowed to this MOU. Any modification, amendment, or change hereto shall be in writing and approved by the corporate authorities of KenCom and KCEMA.

Disclaimer of Relationship: Nothing contained in this MOU, nor any act of KenCom or KCEMA shall be deemed or construed by either of the Parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving KenCom or KCEMA.

Laws; Change in Laws: Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of KenCom and/or KCEMA, and/or any of their respective officials, officers and/or employees. The Parties agree to immediately notify each other of any change in conditions or change in federal, state or local law, or of any other event, which may significantly affect its ability to perform its obligations in accordance with the provisions of this MOU.

Indemnification.

(a) KCEMA shall, at all times, fully indemnify, hold harmless, and defend KenCom and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of use of the KenCom channels and the AES & DES encryption by KCEMA and its employees, or because of any act or omission, neglect or misconduct of KCEMA, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees

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themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for KenCom’s violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.). The foregoing obligation of KCEMA to indemnify shall not be limited by reason of insurance or immunity.

(b) Nothing contained herein shall be construed as prohibiting KenCom and their officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. KCEMA shall likewise be liable for the costs, fees and expenses incurred in defense of any such claims, actions, or suits.

(c) KCEMA shall be liable for any damages incurred as a result of its errors, omissions or negligent acts, including but not limited to any costs related to the termination of access when the termination is caused by KCEMA’s unsafe, illegal, or inappropriate behavior or conduct that has violated the terms of the MOU.

Duty to Contract for Access, Costs. KCEMA shall be solely responsible for all costs associated with its access to the KenCom Channels and AES & DES encryption. KCEMA shall be solely responsible for the acquisition of any equipment it requires to access KenCom Channels and AES & DES encryption.

Notices. All notices required to be given pursuant to this agreement shall be in writing and addressed to the parties at their respective addresses set forth below:

<p>If to KCEMA: Kendall County Emergency Management Agency 1102 Cornell Ln. Yorkville, IL 60560</p>	<p>If to KenCom: KenCom Director KenCom Public Safety Dispatch 1100 Cornell Ln Yorkville, IL 60560</p>
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Covenant Not to Sue. In consideration of KCEMA’s grant of access to KenCom Channels and AES & DES encryption, KCEMA agrees that it shall not sue, institute, cause to be instituted or permit to be instituted on its behalf, or by or on behalf of its past, present or future officials, officers, employees, attorneys, agents or assigns, any proceeding or other action with or before any local, state and/or federal court or other tribunal, against KenCom, its Board of Directors, officers, commissioners, employees, attorneys, agents or assigns, arising out of, or from, or otherwise relating, directly or indirectly, to this agreement to the extent authorized by law. In no event shall KenCom be liable to KCEMA for monetary damages for any reason whatsoever.

Representations. KenCom and KCEMA represent that it has the authority to enter into this agreement and undertake the duties and obligations contemplated by this agreement and that it has taken or caused to be taken all necessary action to authorize the execution. Further, KenCom and KCEMA represent that the signatory of this agreement has the authority to bind KenCom and KCEMA to all obligations herein contained.

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KENCOM EXECUTIVE BOARD/KENDALL COUNTY EMERGENCY PHONE
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Survival. KenCom’s and KCEMA’s obligations pursuant to the sections herein under the headings entitled "Indemnification" and "Covenant Not to Sue" shall survive the termination of this agreement.

Assignment. Neither KenCom and KCEMA nor any of its personnel may assign or transfer any rights afforded to it under this agreement to any third party for any purpose without the express written permission of KenCom and KCEMA.

Venue. This agreement shall be subject to the laws of the State of Illinois. Venue for the resolution of any disputes or the enforcement of any rights arising out of or in connection with this agreement shall be in the Circuit Court of Kendall County, Illinois.

Severability. The terms of this agreement shall be severable. In the event any of the terms or provisions of this agreement are deemed to be void or otherwise unenforceable for any reason, the remainder of this agreement shall remain in full force and effect.

Effective Date: After this MOU has been signed by KCEMA, this MOU shall be deemed dated and become effective on the date the Chairman of the KenCom Executive Board signs this MOU. The MOU shall continue in full force and effect until terminated, as provided above.

Kendall County Emergency Management Agency

KenCom Executive Board/Kendall County Emergency Service and Communications Board

By: _____

By: _____

Name/Print: _____

Name/Print: _____

Title: _____

Title: _____

Date: _____

Date: _____



Kendall County Agenda Briefing

Meeting Type: Economic Development and Administration
Meeting Date: 9/18/2024
Subject: REP Nuclear Grant
Prepared by: Tracy Page
Department: EMA

Action Requested:

Approval of the REP grant agreement between the State of Illinois, IEMA-OHS and the County of Kendall effective July 1, 2024, through June 30, 2025, in the amount of \$23,583

Board/Committee Review:

Administration / County Board

Fiscal impact:

\$23,583.00

Background and Discussion:

The REP grant is a State funded preparedness program intended to support local government planning, training and exercise requirements associated with, off-site disaster response and recovery from a Nuclear Power Plant accident. Grants are made primarily to local government entities located within the 10-mile Emergency Planning Zone.

Staff Recommendation:

Approval of the 2025 REP Nuclear Grant

Attachments:

REP Grant Agreement



**GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, ILLNOIS EMERGENCY MANAGEMENT AGENCY AND OFFICE OF HOMELAND SECURITY
AND
COUNTY OF KENDALL**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and the County of Kendall (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE – The Uniform Terms

Article I	Definitions
Article II	Award Information
Article III	Grantee Certifications and Representations
Article IV	Payment Requirements
Article V	Scope of Award Activities/Purpose of Award
Article VI	Budget
Article VII	Allowable Costs
Article VIII	Lobbying
Article IX	Maintenance and Accessibility of Records; Monitoring
Article X	Financial Reporting Requirements
Article XI	Performance Reporting Requirements
Article XII	Audit Requirements
Article XIII	Termination; Suspension; Non-compliance
Article XIV	Subcontracts/Subawards
Article XV	Notice of Change
Article XVI	Structural Reorganization and Reconstitution of Board Membership
Article XVII	Conflict of Interest
Article XVIII	Equipment or Property
Article XIX	Promotional Materials; Prior Notification
Article XX	Insurance
Article XXI	Lawsuits and Indemnification
Article XXII	Miscellaneous
Exhibit A	Project Description
Exhibit B	Deliverables or Milestones
Exhibit C	Contact Information
Exhibit D	Performance Measures and Standards
Exhibit E	Specific Conditions

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

The Parties or their duly authorized representatives hereby execute this Agreement.

**Illinois Emergency Management Agency and
Office of Homeland Security**

County of Kendall

By: _____
Alicia Tate-Nadeau, Director

By: _____

By: _____
Signature of Designee

Signature of Authorized Representative

Date: _____

Date: _____

Printed Name: _____

Printed Name: _____

Printed Title: _____

Printed Title: County Board Chairman

E-mail: _____

Designee

PART ONE – THE UNIFORM TERMS

**ARTICLE I
DEFINITIONS**

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

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

“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.

“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 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.

“Cooperative Research and Development Agreement” has the same meaning as in 15 USC 3710a.

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

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

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

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

“Grantee Compliance Enforcement System” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“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.

“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.

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

“Period of Performance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“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 the term “net revenue.”

“Program” means the services to be provided pursuant to this Agreement. “Program” is used interchangeably with “Project.”

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

“State-issued Award” means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. “State-issued Award” does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of “contract” under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

“Illinois Stop Payment List” has the same meaning as in 44 Ill. Admin. Code 7000.30.

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

“Unique Entity Identifier” or “UEI” has the same meaning as in 44 Ill. Admin. Code 7000.30.

**ARTICLE II
AWARD INFORMATION**

2.1. Term. This Agreement is effective on July 1, 2024 and expires on June 30, 2025 (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds must not exceed **\$23,583.00**, of which **\$0** are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**).

2.4. Award Identification Numbers. The Catalog of State Financial Assistance (CSFA) Number is 588-20-2018 and the CSFA Name is Radiological Emergency Preparedness Program. If applicable, the State Award Identification Number (SAIN) is 1018-53828.

**ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and **ES1SZWNDT9N5** is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: **366006598** is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a Governmental Unit.

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.

3.3. Compliance with Uniform Grant Rules. Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. Representations and Use of Funds. 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 must 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 will be the basis for

immediate termination of this Agreement and repayment of all Grant Funds.

3.5. Specific Certifications. Grantee is responsible for compliance with the enumerated certifications in this Paragraph 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.

(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 2012 (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.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or 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 employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **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) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** 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 will 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 if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **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.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders 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.*).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for

debarment or permanent inclusion on the Illinois Stop Payment List, 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 (30 ILCS 708/25(6)(G)).

(k) **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.

(l) **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 must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner 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; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, 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.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **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 subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must 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: Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*).

(q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies

with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV PAYMENT REQUIREMENTS

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 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 must 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 Paragraph 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 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 Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO** OR **PART THREE**. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

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

4.6. 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 Grant 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 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. Grantor must pay Grantee 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 will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.

(b) Grant Funds must 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 **ARTICLE II, PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs 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 subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

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 is 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 AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. **Scope of Award Activities/Purpose of Award.** Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

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

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in Exhibit E. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI BUDGET

6.1. Budget. 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 must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision, is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must 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. 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. 44 Ill. Admin. Code 7000.370(b)(7).

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 will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), 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(e).

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

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State 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 Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(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 must 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 the *de minimis* rate as set forth in 2 CFR 200.414(f), which may be used indefinitely. No documentation is required to justify the *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. 2 CFR 200.451.

7.4. 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.

7.5. 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 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 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 must 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 Grantee's organization.

(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 E** of the requirement to submit personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports must 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 Award, 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 must 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 Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Grantee must maintain effective control and accountability 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.** Grantee must maintain records of expenditures 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 must 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.

7.6. 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).

7.7. Management of Program Income. Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII LOBBYING

8.1. Improper Influence. Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature 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. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. Federal Form LLL. If any federal 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.

8.3. 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 must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois 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.

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

8.6. 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 will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE IX MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

9.1. Records Retention. Grantee must 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, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. 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.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must 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, 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 must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain adequate books, records and supporting documentation, as described in this ARTICLE, will result in the disallowance of costs for which there is insufficient supporting documentation and also establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. 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 will monitor the activities of Grantee to assure compliance with all requirements, including appropriate programmatic rules, regulations, and guidelines that the Grantor promulgates or implements, and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

**ARTICLE X
FINANCIAL REPORTING REQUIREMENTS**

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must 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 must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will 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 Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

**ARTICLE XI
PERFORMANCE REPORTING REQUIREMENTS**

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D**, **PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in **PART TWO**, **PART THREE**, or **Exhibit E** pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. 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. 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.

ARTICLE XII AUDIT REQUIREMENTS

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

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's 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 Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. 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 at least the threshold amount as set out in 2 CFR 200.501(a) 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 issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, 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 E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, but expends at least the threshold amount as set out in 44 Ill. Admin Code 7000.90(c)(2) in State-issued Awards, 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 must 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 State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(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) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

12.4. "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 at least the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through 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) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(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 must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or 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 GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related

documents.

12.6. Delinquent Reports. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

**ARTICLE XIII
TERMINATION; SUSPENSION; NON-COMPLIANCE**

13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) 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).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(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 Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in **Exhibit A, PART TWO** or **PART THREE**.

13.2. 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 allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. 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 must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. 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 Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must 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 Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) 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 prematurely. 2 CFR 200.343.

13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

**ARTICLE XIV
SUBCONTRACTS/SUBAWARDS**

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for 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 subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor 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 XV
NOTICE OF CHANGE**

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must 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).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree 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 must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide 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. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any officer or any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies,

boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

ARTICLE XVIII EQUIPMENT OR PROPERTY

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. 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, the cost of which 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 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in 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. Grantee must 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.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, 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 XIX

PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

19.1. Promotional and Written Materials. 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 Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must 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]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must 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 must cooperate with Grantor in joint or coordinated releases of information.

**ARTICLE XX
INSURANCE**

20.1. Maintenance of Insurance. Grantee must 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.

20.2. 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 must be surrendered to Grantor.

**ARTICLE XXI
LAWSUITS AND INDEMNIFICATION**

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must 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 must 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 is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. Grantee must 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 is governed by the State Employee Indemnification Act

(5 ILCS 350/.01 *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.

(b) **Governmental entities.** This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXII MISCELLANEOUS

22.1. 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 Illinois Executive Order 15-09.

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

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

22.4. 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.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are 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.

22.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must 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).

22.10. 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 controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(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.

22.11. 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 control. 30 ILCS 708/80.

22.12. Headings. Articles 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.

22.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which are 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 are deemed original for all purposes.

22.14. Attorney Fees and Costs. Unless prohibited by law, 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, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of 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 XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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EXHIBIT A

PROJECT DESCRIPTION

The Illinois Nuclear Safety Preparedness Act (the Act), 420 ILCS 5, authorizes the Grantor to compensate local governments from fees collected pursuant to Section 4 of the Act for expenses incurred in activities defined as necessary by the Grantor to implement and maintain the plans and programs authorized by the Act. To be eligible for a grant, the local government must be an active participant in the Illinois Radiological Emergency Preparedness (REP) Program. The purpose of this Agreement is to compensate the Grantee, a local government with direct response duties, for its costs for maintaining the Illinois Plan for Radiological Accidents (IPRA) and for IPRA response capabilities.

This Agreement will be administered under the parameters set forth in 32 Ill. Admin. Code 501. As defined in 32 Ill. Admin. Code 501.90, the following categories are used by the Grantor in determining necessary activities and authorized expenses payable under this grant program:

- Plan development and maintenance
- Preparation for and participation in training
- Preparation for and participation in exercises and drills
- Maintenance of a specific capability to implement nuclear emergency response plans

EXHIBIT B

DELIVERABLES OR MILESTONES

The Grantee is required to perform each of the following tasks:

1. Annual review and update of the IPRA.
2. Exercise participation and successful demonstration of required exercise criteria.
3. Successful corrective actions for issues identified in an exercise or a federal or state plan review.
4. Biennial participation in specific REP training provided or approved by the Grantor.
5. Submission of performance reports as set forth in **Exhibit D**.
6. Submission of financial claim forms as set forth in **Exhibit D**.

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICAL GRANT NOTIFICATIONS AND GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Tolly Knezevich
Title: NS Sr. Emergency Preparedness Coordinator
Address: 1035 Outer Park Dr., Springfield IL 62704
Phone: (217) 785-9943
Fax: (217) 524-9036
E-mail Address: tolly.j.knezevich@illinois.gov

GRANTEE CONTACT

Name: _____
Title: _____
Address: _____
Phone: _____
E-mail Address: _____

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address: County of Kendall
111 West Fox Street
Yorkville, IL 60560

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

The Grantee shall submit performance reports and financial claim forms to the Grantor according to the schedule set out below.

The performance reports must detail in narrative form all work completed toward each Task described in Exhibit B during the reporting period. The financial claim forms show the eligible costs in accordance with the Spend Plan during the reporting period.

If the Grantee is a county, performance reports and financial claim forms are due on a quarterly basis in accordance with the following schedule:

- 1st Quarter (July-September): due October 31
- 2nd Quarter (October-December): due January 31
- 3rd Quarter (January-March): due April 30
- 4th Quarter (April-June): due July 31

If the Grantee is a political subdivision other than a county, performance reports and financial claim forms are due on a biannual basis in accordance with the following schedule:

- 1st and 2nd Quarter (July-December): due January 31
- 3rd and 4th Quarter (January-June): due July 31

The performance reports and financial claim forms must be signed, include a copy of the related receipts that verify eligible expenditures of Grant Funds, and be mailed or faxed to the Grantor by the applicable due date.

EXHIBIT E

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition. The Grantee agrees to comply with any special conditions that have been imposed as a result of the Grantee's programmatic, financial and administrative internal control questionnaires.

Special Conditions:

Audit

Problem for Clarification/Resolution: The grantee indicated a weakness in regard to the organization's management and audit history. Best practice warrants that an organization have regular audits conducted in accordance with the appropriate regulatory standards. Weaknesses and deficiencies that are discovered should be remedied in a timely manner or with a corrective action plan.

How to Resolve: The grantee should review their management and audit policies. The organization should have annual audits performed and a written process for correcting audit findings.

Timeframe: The grantee must ensure that proper policies and procedures are in place for audits within 1 year, or prior to the next financial review.

PART TWO –GRANTOR-SPECIFIC TERMS

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

[Here is where Grantor lists its specific requirements. Numbering should continue from **PART ONE**, so the first Article of **PART TWO** should be ARTICLE XXIII and the first paragraph should be 23.1.]

[See Paragraphs 2.3, 4.2, 4.3, 4.4, 4.7, 4.8, 5.1, 7.5, 9.1, 9.4, 10.1, 10.2, 11.1, 11.2, 11.3, 12.2, 12.3, 13.1, 16.1, 18.2, 20.1, and 22.10 for information that may be required in this **PART TWO**.]

PART THREE –PROJECT-SPECIFIC TERMS

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

[Here is where Grantor lists the specific requirements for this Project, including identification of all applicable state and federal rules. Numbering should continue from **PART TWO**.]

[See Paragraphs 2.3, 4.2, 4.3, 4.4, 4.7, 4.8, 5.1, 7.5, 9.1, 9.4, 10.1, 10.2, 11.1, 11.2, 11.3, 12.2, 12.3, 13.1, 16.1, 18.2, 20.1, and 22.10 for information that may be required in this **PART THREE**.]

Illinois Grant Accountability and Transparency Notice of State Award

STATE OF ILLINOIS GRANT INFORMATION	
State Award Identification	Name of State Agency (Grantor): Emergency Mgt Agency Department/Organziation Unit: Office of Nuclear Safety
State Award ID Number (SAIN)	1018-53828
State Program Description	The REP grant is a State Funded Preparedness Program intended to support local government planning, training and exercise requirements associated with, off-site disaster response and recovery from a Nuclear Power Plant accident. Grants are made primarily to local government entities located within the 10 mile Emergency Planning Zone.
Announcment Type	Initial
Agency (Grantor) Contact Information	Name: Tolly Knezevich Phone: 217.785.9943 Email: tolly.j.knezevich@illinois.gov

GRANTEE INFORMATION	
Grantee / Subrecipient Information	Name: Kendall County Address: 111 West Fox Street, Yorkville, IL 60560 Phone: 630-553-4500 Email: rbonuchi@kendallcountyil.gov
Grantee Identification	GATA: 671728 UEI: ES1SZWNDT9N5 FEIN: 366006598
Period of Performance	Start Date: 7/1/2024 End Date: 6/30/2025

FUNDING INFORMATION			
FUND	CSFA	CFDA	AMOUNT
796	588-20-1018	N/A	\$23,583.00
TOTAL			\$23,583.00

(M) Currently used by State of Illinois for "Match" or "Maintenance of Effort" (MOE) requirements on Federal Funding. Funding is subject to Federal Requirements and may not be used by Grantee for other match requirements on other awards.

**Illinois Grant Accountability and Transparency
Notice of State Award**

09/17/24

Page 2 of 4

TERMS AND CONDITIONS	
Grantee Indirect Cost Rate Information	Rate: Base: Period:
Research & Development	No
Cost Sharing or Matching Requirements	No
Uniform Term(s)	CODE of FEDERAL REGULATIONS Title 2: Grants and Agreements PART 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) Grant Accountability and Transparency Act (GATA), 30 ILCS 708/1 Illinois Administrative Code
Grantor-Specific Term(s)	This Notice of State Award (NOSA) is not an agreement. This NOSA is not a guarantee of an agreement. Please do not begin any performance until a fully executed grant agreement has been received. Any performance without a fully executed grant agreement is ineligible for reimbursement. IEMA will publish grant agreements in the CSFA Tracking System upon execution. Please note the items identified for Fiscal and Administrative Section. Please contact your IEMA program representative within 30 days to implement a plan to address the identified special conditions within the next 90 days. Should you have any questions please speak with the IEMA program contact for your award.
Program-Specific Term(s)	Please refer to IEMA 32 Illinois Administrative Code 501 and the REP Program Grant Manual for detailed information on program-specific terms.

Illinois Grant Accountability and Transparency Notice of State Award

SPECIFIC CONDITIONS ASSIGNED TO GRANTEE - FISCAL AND ADMINISTRATIVE

The nature of the additional requirements

GATA Conditions:

05 - Audit

Grantee must submit, at least semi-annually, documentation to support the status of implementation of corrective action for audit findings.

Agency Adjustments / Explanation:

None

The reason why the additional requirements are being imposed

GATA Conditions:

05 - Audit

Medium to high risk will result in repeated audit findings, potential questioned cost, and increase of administrative and programmatic specific conditions that will increase the cost of managing the grant program.

Agency Adjustments / Explanation:

None

The nature of the action needed to remove the additional requirement, if applicable

GATA Conditions:

05 - Audit

Implementation of grantee's corrective action plan.

Agency Adjustments / Explanation:

None

The time allowed for completing the actions, if applicable

GATA Conditions:

05 - Audit

When corrective action is complete.

Agency Adjustments / Explanation:

None

The method for requesting reconsideration of the additional requirements imposed

GATA Conditions:

05 - Audit

When corrective action is complete.

Agency Explanation:

None

Illinois Grant Accountability and Transparency Notice of State Award

SIGNATURE PAGE

Circle one: Accept NOSA / Reject NOSA

Institution / Organization

Signature

Name of Official

Title (Chief Financial Officer or equivalent)

Date of Execution



Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 10/1/2024
Subject: Resolution Adopting IEMMAS Agreement
Prepared by: Tracy Page
Department: EMA

Action Requested:

Approval of Resolution Adopting

Board/Committee Review:

Administration / County Board

Fiscal impact:

\$0

Background and Discussion:

IEMMAS – Illinois Emergency Management Mutual Aid System

The emergency management community in our State is a tightknit group of people who are willing to help one another. Many of our neighbors may not have all the resources to respond to or recover from an emergency or disaster all on their own. Not every disaster is going to reach the level of a State declaration, and we need to be able to call on each other for assistance when necessary. This formalized document promotes the sharing of people and resources across jurisdictional boundaries.

Staff Recommendation:

Approval of the resolution authorizing participation as a member in the Illinois Emergency Management Mutual Aid System response pursuant to an intergovernmental agreement for the establishment of a mutual aid intergovernmental service agreement.

Attachments:

Resolution adopting IEMMAS Agreement and Agreement

**Illinois Emergency Management
MUTUAL AID SYSTEM
AGREEMENT**

This Agreement is made and entered into the date set forth next to the signature of the respective parties, by and between the units of local government subscribed hereto (hereafter "Unit(s)") that have approved this Agreement and adopted same in manner as provided by law and are hereafter listed at the end of this Agreement.

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and,

WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and,

WHEREAS, Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in emergency management and the protection of life and property from an emergency or disaster; and,

WHEREAS, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in the preparedness and mitigation phases of emergency management; and,

WHEREAS, the parties hereto have determined that it is in their best interests to form an association to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

NOW, THEREFORE, in consideration of the foregoing recitals, the Unit's membership in the Illinois Emergency Management Mutual Aid System (IEMMAS) and the covenants contained herein, **THE PARTIES HERETO AGREE AS FOLLOWS:**

SECTION ONE

Purpose

Certain situations arise, including, but not limited to, emergencies, natural disasters, man-made catastrophes, and special events, in which the Parties recognize that the use of an individual Member Unit's personnel and equipment to perform functions outside the territorial limits of the Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. During such situations, one Member Unit's personnel and equipment may be called

upon to perform functions within the territorial limits of another Member Unit, as is desirable and necessary to preserve and protect the health, safety and welfare of the public. Further, it is acknowledged that coordination of mutual aid through the Illinois Emergency Management Mutual Aid System is desirable for the effective and efficient provision of mutual aid.

SECTION TWO

Definitions

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

- A. "Illinois Emergency Management Mutual Aid System" (hereinafter referred to as "IEMMAS", also "Agreement"): A definite and prearranged plan whereby response and assistance is provided to a Requesting Unit by the Aiding Unit(s) in accordance with the system established and maintained by the IEMMAS member Units and amended from time to time.
- B. "Unit": (also "Member Unit") Any unit of government, including but not limited to a city, village, or county having an Emergency Management Program, another unit of local government, or any other political subdivision of the State of Illinois, or an intergovernmental agency and the units of which such intergovernmental agency is comprised, which is a signatory to the IEMMAS Agreement, and has been appropriately authorized by their governing body to enter into the IEMMAS Agreement and otherwise and comply with the rules and regulations of IEMMAS.
- C. "Requesting Unit": Means any Unit requesting assistance of another Unit under this Agreement.

- D. "Aiding Unit": A Member Unit furnishing equipment, personnel, and/or services to a Requesting Unit.
- E. "Emergency": Any occurrence or condition which results in a situation where assistance is requested to supplement local efforts and capabilities to save lives, protect property and protect the public health and safety, or to lessen or avert the threat of a catastrophe or Disaster or other Serious Threat to Public Health and Safety.
- F. "Disaster": An occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including fire, severe weather event, environmental contamination, utility failure, radiological incident, structural collapse, explosion, transportation accident, hazardous materials incident, epidemic, pandemic, or any other calamity.
- G. "IEMMAS Regions": The geographically associated Member Units or unit of which have been grouped for operational efficiency and representation of those Member Units. The State of Illinois shall be divided into eight (8) regions which as identified by Exhibit A, hereto attached and incorporated by this reference.
- H. "Training": The regular scheduled practice of emergency procedures during non-emergency drills or exercises to implement the necessary joint operations of IEMMAS.
- I. "IEMMAS Board": The governing body of IEMMAS shall be comprised of elected representatives from each of the Member Units of the IEMMAS, in the manner detailed by this Agreement.
- J. "Special Event": Any non-routine event, that places a strain on any Member Unit's

resources. Such an event may, but is not required to, involve a large number of people. Such an event should generally require additional planning, preparation, and mitigation for public safety.

- K. “Emergency Management Coordinator”: Means the Emergency Management Coordinator or agency head of a Unit, or their designee.
- L. “Emergency Management Staff”: includes any person who is an authorized employee or agent of a Unit. An Emergency Management Staff includes, without limitation, the following: full time, part time, volunteer, paid-on-call, paid on premises, and contracted personnel, as well as emergency operations center staff, support personnel, and authorized members of non-governmental response Units.
- M. "Emergency Services": means the provision of personnel, equipment, or other support to a Requesting Unit in the preparedness of, prevention of, response to, recovery from, or mitigation of any Disaster, Emergency, or Special Event, and includes joint training for the provision of any such services by a Unit.
- N. “Initial Governing Board”: The first Governing Board of IEMMAS established after two or more Public Agencies enter into this Agreement.
- O. “Public Agency”: A public agency shall have the same meaning as in the Illinois Intergovernmental Cooperation Act (5 ILCS 220/2(1)).
- P. “IEMMAS Regional Directors”: The elected members of the Governing Board, representing the IEMMAS Regions.

SECTION THREE

Authority and Action to Effect Mutual Aid

The Parties hereby authorize and direct their respective Emergency Management Coordinators, to take any reasonably necessary and proper action to render and request Mutual Aid to and from the other Parties to the Agreement, and to participate in Training activities, in furtherance of effective and efficient provision of Mutual Aid pursuant to this Agreement.

In accordance with a Party's policies and within the authority provided to its Emergency Management Coordination, upon an Aiding Unit's receipt of a request from a Requesting Unit for Emergency Services, the Emergency Management Coordinator may commit the requested Mutual Aid in the form of Emergency Management Staff, and/or Emergency Services to the Requesting Unit. All Mutual Aid rendered shall be to the extent of available personnel and equipment, taking into consideration the resources required for adequate protection of the territorial limits of the Aiding Unit. The decision of the Emergency Management Coordinator of the Aiding Unit as to the personnel and equipment available to render aid, if any, shall be final.

Whenever an Emergency, Disaster, or Special Event occurs and conditions are such that the Emergency Management Coordinator of the Requesting Unit determines it advisable to request aid pursuant to this Agreement he shall notify the Aiding Unit of the nature and location of the Emergency, Disaster, or Special Event, and the type and amount of equipment, Emergency Management Staff, and/or Emergency Services requested from IEMMAS.

The Emergency Management Coordinator of the Aiding Unit shall take the following action immediately upon being requested for aid:

1. Determine what equipment, Emergency Management Staff, and/or Emergency Services is requested;
2. Determine if the requested equipment, Emergency Management Staff, and/or Emergency Services can be committed in response to the request from the

Requesting Unit;

3. Dispatch the requested equipment, Emergency Management Staff and/or Emergency Services is, to the extent available, to the location of the event or location reported by the Requesting Unit in accordance with the procedures of IEMMAS; and
4. Notify the Requesting Unit if any or all of the requested equipment, Emergency Management Staff, and/or Emergency Services cannot be provided.

SECTION FOUR

Compensation for Aid

Equipment, Emergency Management Staff, and/or Emergency Services provided pursuant to this Agreement shall be at no charge to the party requesting aid; however, any expenses recoverable from third parties, including but not limited to reimbursements, fees, grants, or insurance proceeds tied to the events from which the Emergency, Disaster, or Special Event arose, shall be equitably distributed among responding parties, in the manner described by this Section Four of the Agreement.

Nothing herein shall operate to bar any recovery of funds from any third party, local, state, or federal agency under any existing statutes, or other authority. Each Aiding Unit is responsible for the compensation of its Emergency Responders providing Mutual Aid, equipment expenses, Emergency Services, and for any additional costs incurred to ensure its jurisdiction has adequate resources during the rendering of Mutual Aid.

Day-to-day Mutual Aid should remain free of charge because the administrative

requirements of reimbursement make it infeasible to charge for day-to-day Mutual Aid. However, the following exceptions may apply:

1. **Third Party Reimbursement.** – Expenses for Emergency Services recovered from third parties shall be proportionally distributed to all participating Units by the Unit recovering such payment from a third party. The Unit responsible for seeking payment from a third party shall provide timely notice to Aiding Units of a date by which submission of a request for reimbursement must be received. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the incident by each Aiding Unit. These costs include personnel, use of equipment and materials provided, damage or loss of equipment, use of facilities, and any other costs associated with the Aid provided that may be recoverable. The Unit recovering payment from a third party shall notify Aiding Units that such payment has been made, and such Unit will reimburse the other Aiding Units. If the third party payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.
2. **Intrastate Emergency Management Agency Tasking.** Expenses recovered related to a response to an Emergency or Disaster at the request of The Illinois Emergency Management Agency and Office of Homeland Security (IEMA-OHS) or other State or federal authority shall be based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include personnel, use of equipment and materials provided, damage or loss of equipment, use of facilities, and any other costs associated with the aid that may be recoverable. The Unit recovering payment from the State or Federal Government shall notify Aiding Units that

such payment has been made, and such Unit will reimburse the other Aiding Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.

3. Interstate Emergency Management Assistance Compact ("EMAC") Response - Expenses recovered related to a response to an Emergency or Disaster at the request of another emergency management agency or the authority of another state government pursuant to an EMAC response. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include personnel, use of equipment and materials provided, damage or loss of equipment, use of facilities, and any other costs associated with the aid that may be recoverable. If these payments are not made directly to the participating Units, the Unit recovering payment from another state or emergency management agency shall notify Aiding Units that such payment has been made, and such Unit will reimburse the other Aiding Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.

SECTION FIVE

Insurance

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, workers' compensation, auto, and, if applicable, watercraft, aircraft, or drone liability. The obligations of

this Section may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the jurisdiction. To the extent permitted by governing law, each Party agrees to waive subrogation rights it may acquire, and to require any insurer to waive subrogation rights they may acquire, by virtue of the payment of claims, suits, or other loss arising out of this Agreement, and shall, as to any insurer, obtain any endorsement necessary to effectuate such waiver of subrogation.

SECTION SIX

Jurisdiction Over Personnel, Equipment, and Assets

Emergency Management Staff, equipment, or other assets dispatched to aid a Requesting Unit pursuant to this Agreement shall, at all times, remain employees, agents, or equipment of the Aiding Unit, and are entitled to receive any benefits and compensation to which they may otherwise be entitled under the laws, regulations, or ordinances of the United States of America, their respective States, and their respective political subdivisions. This includes, but is not limited to, benefits for pension, relief, disability, death, and workers' compensation. If a person from an Aiding Unit is injured or killed while rendering assistance under this Agreement, benefits shall be afforded in the same manner and on the same terms as if the injury or death were sustained while the person from the Aiding Unit was rendering assistance for or within the Aiding Unit's own jurisdiction.

Emergency Management Staff, equipment, or other assets of the Aiding Unit will come under the operational control of the Requesting Unit's Emergency Management Coordinator, or other appropriate authority, until released or withdrawn. The Aiding Unit shall, at all times, have the right to withdraw any and all aid upon the order of its Emergency Management Coordinator.

The Aiding Unit shall notify the Requesting Unit of the extent of any withdrawal, and coordinate the withdrawal to minimize jeopardizing the safety of the operation or other personnel.

If, for any reason, an Aiding Unit determines that it cannot respond to a Requesting Unit, the Aiding Unit shall promptly notify the Requesting Unit of the Aiding Unit's inability to respond; however, failure to promptly notify the Requesting Party of such inability to respond shall not be deemed to be noncompliance with the terms of this Agreement and no liability may be assigned. No liability of any kind shall be attributed to or assumed by a Party, for failure or refusal to render aid, or for withdrawal of aid.

The obligations and duties set forth in this Section shall survive the end or termination of this Agreement.

SECTION SEVEN

Liability

Each Party will be solely responsible for the acts of its own governing body, officers, employees, agents, and subcontractors, expressly including, but not limited to, all of its Emergency Management Staff, the costs associated with those acts, and the defense of those acts. No Party shall be responsible to another Party for any liability or costs arising from the act of an employee or agent of another Party. Each Party hereto shall hold all other Parties hereto harmless for any liability or costs arising from the act of an employee or agent of another Party. The Provisions of this Section shall survive the termination of this Agreement by any Party.

Any Party responding under this Agreement to another state shall be considered agents of the Requesting Unit in the other state for tort liability and immunity purposes related to third-party claims to the extent permissible under the laws of both states. Nothing in this Section shall

be deemed a waiver by any Party of its right to dispute any claim or assert statutory and common law immunities as to third parties.

SECTION EIGHT

Term

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this Section.

Any party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the IEMMAS specifying the date of termination, such notice to be given at least 90 calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery, registered mail, or certified mail.

SECTION NINE

Effectiveness

This Agreement shall be in full force and effective for each Party, upon approval by that Party's governing body in the manner provided by law and upon proper execution of this Agreement.

SECTION TEN

Binding Effect

This Agreement shall be binding upon and inure to the benefit of any successor of entity

which may assume the obligations of any party hereto. Provided, however, that this Agreement may not be assigned by a Member Unit without prior written consent of the parties hereto; and this Agreement shall not be assigned by IEMMAS without prior written consent of the parties hereto.

SECTION ELEVEN

Validity

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable, and this Agreement may be enforced with that provision severed or modified by court order.

SECTION TWELVE

Notices

Notices given under this Agreement shall be in writing and shall be delivered by one or more of the following processes: personally delivered, sent by express delivery service, certified mail, or first-class US mail postage prepaid to the head of the governing body of the participating Member Unit.

SECTION THIRTEEN

Governing Law

This Agreement shall be governed, interpreted, and construed in accordance with the laws of the State of Illinois.

SECTION FOURTEEN

Execution in Counterparts

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

SECTION FIFTEEN

IEMMAS Board

By agreement by and between each Member Unit to this Agreement, there shall exist a third party Public Agency, created by the Member Unit parties to this agreement, which shall be known as the Illinois Emergency Management Mutual Aid System (hereinafter referred to as “IEMMAS”). IEMMAS that shall be considered a Public Agency, as that term is defined in 5 ILCS 220/2(1). The Public Agency IEMMAS shall have a governing board, consistent with the meaning of the phrase “governing board” in 5 ILCS 220/2(1), which shall be known as the “IEMMAS Board.”

The IEMMAS Board is hereby identified as the authority to consider, adopt and amend from time to time, as needed, rules, procedures, by-laws, and any other matters deemed necessary. For the avoidance of doubt, it is expressly understood that as a Public Body, the IEMMAS Board shall be subject to the Illinois Open Meetings Act (5 ILCS 120/1-1, et seq.), Illinois Freedom of Information Act (5 ILCS 140/1-1, et seq.), and any other laws and regulations of the state for which Public Bodies must comply.

An Initial Governing Board, created upon enactment of the IEMMAS agreement by two or more Public Agencies, shall serve as the IEMMAS Board. One (1) representative from each of

the eight (8) IEMMAS regions, the State of Illinois shall be divided into eight (8) regions as identified by Exhibit A. Such representatives shall be selected by the President of IESMA, and along with the President of IESMA, (a total of nine (9) individuals), who shall serve as the Initial Governing Board of IEMMAS. If a member of the Initial Governing Board is not able to complete their term, the IESMA President shall appoint a replacement with a candidate from the same IEMMAS region as the person who was unable to complete the term. If there are no parties interested in the position from the IEMMAS region, the IESMA President can then appoint a replacement from any of the IEMMAS regions to finish the term.

The Initial Governing Board shall identify the process to be used for the election of the permanent IEMMAS Board members. The proposed election process shall be approved by a vote of the eight (8) interim IEMMAS Regional Directors with a simple majority. If the vote on the election process should result in a split decision, the IESMA president shall cast the tie breaking vote. The Initial Governing Board shall conduct the election process to identify the eight (8) IEMMAS Regional Directors.

After the eight (8) IEMMAS Regional Directors have been duly elected, a date to transfer the responsibilities from the Initial Governing Board to the IEMMAS board shall be determined. Upon the transfer of responsibilities, all governing board powers are hereby transferred to the elected IEMMAS Board.

The composition IEMMAS Board after the Initial Governing Board have served their term shall consist of the following:

- A. Eight (8) IEMMAS Regional Directors elected from each of the eight (8) IEMMAS Regions.
- B. The President of IESMA, or their designee, will hold a permanent, and non-

elective IEMMAS Board membership.

The eight (8) IEMMAS Regional Directors shall serve as the voting representative of their region on IEMMAS matters. Those elected to represent their region on the IEMMAS Board may appoint a designee to serve temporarily in their stead. The eight (8) IEMMAS Regional Directors shall be from a Member Unit within their respective IEMMAS Region and shall have all rights and privileges attendant to a representative of that region. Every Governing Board Member must be affiliated by employment with, or relation to, a signatory Member Unit.

The Public Agency IEMMAS shall have a President, Vice President, Secretary, and Treasurer who shall be appointed by and from the elected members of the IEMMAS Board, at its discretion. The officers shall have the duties, responsibilities and powers accorded to them by the Bylaws of IEMMAS as the Bylaws are established and may be amended from time to time by the IEMMAS Board.

SECTION SIXTEEN

Duties of the IEMMAS Board

The IEMMAS Board shall meet regularly to conduct business and to consider and publish the rules and procedures of the IEMMAS.

SECTION SEVENTEEN

Rules and Procedures

The IEMMAS Board shall establish rules and procedures of the IEMMAS as deemed necessary for the purpose of administrative functions, the exchange of information and the common welfare of the IEMMAS, subject to the laws governing Public Bodies in the State of

Illinois.

SECTION EIGHTEEN

Revocation of Prior Agreements

This Agreement shall replace all prior Illinois Emergency Management Mutual Aid System agreements effective at 12:01 a.m. Central Standard Time on January 1, 2025. Any Member Unit that has not become a Party to this Agreement by 12:01 a.m. Central Standard Time on January 1, 2025, shall no longer be affiliated with IEMMAS in any capacity, shall not continue to benefit from its prior association with IEMMAS, and shall not rely on IEMMAS for emergency responses, until subsequently rejoining IEMMAS by the adoption of an approving ordinance or resolution and entering into this Agreement, as may be amended from time to time. The effective date for any new Member Unit joining after January 1, 2025, shall be the date set forth next to the signature of that new Member Unit.

SECTION NINETEEN

Amendments

This Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of rules, procedures of the IEMMAS as established by the IEMMAS Board to this Agreement. The undersigned unit of local government or public agency hereby has adopted, and subscribes to, and approves this MUTUAL AID SYSTEM Agreement to which this signature page will be attached and agrees to be a party thereto and be bound by the terms thereof.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF,

This Signatory certifies that this Illinois Emergency Management Mutual Aid System Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto. A certified copy of the approving ordinance, resolution or authority, along with the executed Agreement is included and shall be sent to the IEMMAS Board.

In Witness Whereof, the Signatory Public Agency designated below enters into this agreement with all other Signatory Public Agencies who have signed or will sign this agreement pursuant to legal authorization granted to is under the Constitution of the State of Illinois (III. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and the final approval required of an entity such as the undersigned Public Agency

Public Agency Name

By: _____
Legally Authorized Agent

Printed Name: _____

Title: _____

Date: _____

State of Illinois)
) ss
County of _____)

_____, after being duly sworn on oath, deposes and states under penalty of perjury that he/she is the duly authorized agent for the Public Agency shown above, that he/she has read the agreement in its entirety, that the entity shown above the “Public Agency Name” line, above, is a Public Agency within the meaning of 5 ILCS 220/1 et seq. and that he/she signs this document pursuant to proper authority granted by that public agency.

EXHIBIT A





Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 10/1/2024
Subject: Courthouse Office Renovations Recommendation
Prepared by: Dan G. Polvere
Department: Facilities Management

Action Requested:

Review/approve recommendation and not-to-exceed budget of \$1,500,000

Board/Committee Review:

Committee of the Whole

Fiscal impact:

\$1,500,000 from Public Safety Capital Fund

Background and Discussion:

The Kendall County Courthouse Office Renovations project was put out to Bid on August 26, 2024. Over (20) Contractors were notified and sent invitations, and of those contacted, (9) contractors were responsive and attended our mandatory Pre-Bid walkthrough on August 30, 2024. Ultimately, at the bid opening date of September 11, 2024, we received (7) Bids.

The Total square footage of the improvements at the Courthouse will encompass approximately 12,521 SF of space. The total cost of these improvements is about \$105/SF for Construction Cost (including contingency).

The lowest responsive and responsible bidder was Lite Construction, Inc. Their base bid was \$971,700.00. There were three Alternates that were Bid as noted below. All three Alternates have been recommended to be included into the Project.

ALTERNATES:

1. **Alternate #1** – Add the ballistic barrier wall at the Secure Lobby to protect the adjacent Office and Corridor spaces. Add **\$103,213.00** to the Base Bid
2. **Alternate #2** – Add gate and modify cueing railing in Secure Lobby as required. Add **\$3,270.00** to the Base Bid
3. **Alternate #3** – Add three CASA Offices at the Second Floor Build-out area. Add **\$29,113.00** to the Base Bid

Thus, the final Bid Amount of Lite Construction, Inc. is **\$1,107,296.00**.

We have done a project scope review with Lite construction, Inc. to ensure they acknowledged full understanding and acceptance of the terms and conditions and have executed our scope review sheets in full. We also reviewed their qualification statement and references and are satisfied that they meet our recommended standards.

The project will also have a Contingency of 7% which equates to \$77,511.00 for any potential unforeseen work, that Cordogan Clark (CC) will monitor and utilize as needed, to account for items that may arise on the project. Thus, the total value of the project, including contingency, Construction Management Bidding and CM Fees & Architectural & Engineering Fees and other project estimated reimbursables is \$1,456,683 as illustrated in the attached Bid Analysis Sheet. \$43,317 will be budgeted for scope outside the agreement with Cordogan & Clark to cover costs associated with fiber runs, surveillance cameras, access control, IT equipment, moving costs and other miscellaneous items to bring the total project budget to \$1,500,000.

Staff Recommendation:

Review/approve recommendation and not-to-exceed budget of \$1,500,000

Attachments:

Cordogan Clark Courthouse Office Renovations Recommendation Letter w/back-up.
Courthouse Office Renovations Floor Plans

September 16, 2024

Kendall County
804 W. John Street, Suite B
Yorkville, IL 60560

RE: Kendall County Courthouse Office Renovations Recommendation

Dear Mr. Polvere:

The Kendall County Courthouse Office Renovations project was put out to Bid on August 26, 2024. Over 20 Contractors were notified and sent invitations, and of those contacted, 9 contractors were responsive and attended our mandatory Pre-Bid walkthrough on August 30, 2024. Ultimately, at the bid opening date of September 11, 2024, we received 7 Bids. The bids were opened and were read aloud and recorded as illustrated in the attached official Bid Tabulation document.

The Project Scope has evolved from earlier concepts to include permanent Office Renovations for the Public Defender Area, adding Security features to the Secure Lobby and CASA Offices. The improvements will be designed and built to be permanent improvements except for a few walls on the 2nd Floor of the Courthouse that will accommodate temporary County Administrative Offices. The Total square footage of the improvements at the Courthouse will encompass approximately 12,521 SF of space. The total cost of these improvements is about \$105/SF for Construction Cost (including contingency). This is a very competitive Cost per SF for renovations in today's market. We typically see these costs to be closer to \$150 to \$175/SF for other Tenant Improvements projects of this nature.

The lowest responsive and responsible bidder was Lite Construction, Inc.(LCI) Their base bid was \$971,700.00. There were three Alternates that were Bid as noted below. All three Alternates have been recommended to be included into the Project.

ALTERNATES:

1. **Alternate #1** – Add the ballistic barrier wall at the Secure Lobby to protect the adjacent Office and Corridor spaces. Add **\$103,213.00** to the Base Bid
2. **Alternate #2** – Add gate and modify cueing railing in Secure Lobby as required. Add **\$3,270.00** to the Base Bid
3. **Alternate #3** – Add three CASA Offices at the Second Floor Build-out area. Add **\$29,113.00** to the Base Bid

Thus, the final Bid Amount of Lite Construction, Inc. is **\$1,107,296.00**.

We have done a project scope review with Lite construction, Inc. to ensure they acknowledged full understanding and acceptance of the terms and conditions and have executed our scope review sheets in full. We also reviewed their qualification statement and references and are satisfied that they meet our recommended standards. As such, it is our recommendation that Lite Construction, Inc. be awarded the Courthouse Office project for the amount of **\$1,107,296.00**. as noted above and the attached Contract be executed with LCI by CC as the Agent for the County.

The project will also have a Contingency of 7% which equates to \$77,511.00 for any potential unforeseen work, that Cordogan Clark (CC) will monitor and utilize as needed, to account for items that may arise on the project. Thus, the total value of the project, including contingency, Construction Management Bidding and CM Fees & Architectural & Engineering Fees and other project estimated reimbursables is \$1,456,683 as illustrated in the attached Bid Analysis Sheet.

Thank you for this opportunity to serve Kendall County on this critical project. Should you agree with the above information and wish for our Team to proceed with the Contract Execution and Project Execution, please execute this document at the signature line provided and return a copy to me for our records.

Respectfully submitted,

Cordogan Clark



Brian Kronewitter, AIA, DBIA | Executive Vice President

County of Kendall Approval:

BY:

DATE:

Its representative

Courthouse Office Renovations

Kendall County

September 11, 2024



BID TABULATION:

Vendor Name / Address	Bid Bond	Signed Bid Form	Addendum	Base Bid	ALTERNATE #1 Ballistic barrier in main entry	ALTERNATE #2 Removal of railing & restoration of flooring at entry lobby	ALTERNATE #3 All work associated with Rooms 211, 212, and 213 added in Addendum 1	Total Base Bid + Accepted Alts.
Lite Construction Montgomery, IL	X	X	1 - 3	\$971,700	\$103,213	\$3,270	\$29,113	\$1,107,296
KWCC Inc. Montgomery, IL	X	X	1 - 3	\$1,014,800	\$144,900	\$12,900	\$37,000	\$1,209,600
RoMAAS, Inc. Glen Ellen, IL	X	X	1 - 3	\$1,119,900	\$114,000	\$7,000	\$45,000	\$1,285,900
Henry Bros Co. Hickory Hills, IL	X	X	1 - 3	\$1,189,000	\$120,000	\$5,800	\$34,200	\$1,349,000
F.H. Paschen Aurora, IL	X	X	1 - 3	\$1,252,000	\$128,000	\$8,500	\$39,000	\$1,427,500
R B Construction, Inc. Villa Park, IL	X	X	1 - 3	\$1,325,000	\$132,000	\$5,000	\$55,000	\$1,517,000
Construction, Inc. Lombard, IL	X	X	1 - 3	\$1,376,000	\$115,000	\$25,000	\$39,000	\$1,555,000
Total Apparent Lowest Responsive & Responsible Bidder + Accepted Alternates:								\$1,107,296

Kendall County
Courthouse Office Renovations
Bid & Budget Analysis



September 18, 2024

				GSF:	12,521		
Bidder's Name	Base Bid	Accepted Alts.	Total Base Bid + Alts.	Delta From Estimate	Notes & Estimate Cost/SF	% Over / Under	Low Bid SF Cost
Lite Construction Montgomery, IL	\$971,700	\$135,596	\$1,107,296	(\$22,704)	Includes ALL Alternates	-2%	\$88.44
KWCC Inc. Montgomery, IL	\$1,014,800	\$194,800	\$1,209,600	\$79,600	Includes ALL Alternates		
RoMAAS, Inc. Glen Ellen, IL	\$1,119,900	\$166,000	\$1,285,900	\$155,900	Includes ALL Alternates		
Henry Bros Co. Hickory Hills, IL	\$1,189,000	\$160,000	\$1,349,000	\$219,000	Includes ALL Alternates		
F.H. Paschen Aurora, IL	\$1,252,000	\$175,500	\$1,427,500	\$297,500	Includes ALL Alternates		
R B Construction, Inc. Villa Park, IL	\$1,325,000	\$192,000	\$1,517,000	\$387,000	Includes ALL Alternates		
Construction, Inc. Lombard, IL	\$1,376,000	\$179,000	\$1,555,000	\$425,000	Includes ALL Alternates		
*Total Recommended Lowest Qualified Bids or Estimated			\$1,107,296	\$1,130,000			\$88.44
TOTAL COSTS - SUBCONTRACTORS:			\$1,107,296	\$1,130,000	BUDGET		
Construction Contingency:			\$77,511	\$79,100	7%		
General Conditions & General Requirements:			\$82,936	\$79,100	7%		
CM Fees:			\$56,278	\$53,675	4.75%		
SUBTOTAL BUILDING COST:			\$1,324,022	\$1,341,875	BUDGET		\$105.74
Architectural Fees:			\$97,747	\$99,751	8.25%		
Preconstruction Services:			\$12,000	\$12,000			
Other Reimbursables & Fees (FF&E, Testing etc.):			\$22,915	\$22,915			
SUBTOTAL BUILDING COST INCLUDING DESIGN:			\$1,456,683	\$1,476,541	BUDGET		\$116.34
TOTAL PROJECT COST:			\$1,456,683	\$1,476,541	BUDGET		\$116.34



AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Second day of October in the year Two Thousand Twenty-Four

BETWEEN the Owner:

Kendall County
111 W. Fox Street
Yorkville, Illinois 60560

The Owner has agreed to have the Architect/CM/Construction Manager (CM) be the Owner's Agent for execution of the Contracts and the execution of the Project. The Architect/CM/CM retains the same rights as the Owner in regard to the execution of this Contract.

and the Contractor:

Lite Construction, Inc.
711 S. Lake Street
Montgomery, IL 60538

for the following Project:

Kendall County Courthouse Office Renovations
CCA Project 241017
Bid Package #1– Courthouse Office Renovations

The Architect:

Cordogan Clark & Associates, Inc.(Architect)
Cordogan Clark Consulting Services, Inc. (CM)
960 Ridgeway Avenue
Aurora, Illinois 60506

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS
2 THE WORK OF THIS CONTRACT
3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4 CONTRACT SUM
5 PAYMENTS
6 DISPUTE RESOLUTION
7 TERMINATION OR SUSPENSION
8 MISCELLANEOUS PROVISIONS
9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Paragraph deleted)

- Not later than () calendar days from the date of commencement of the Work.
- By the following date: January 6, 2025

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§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be One million one hundred seven thousand, two hundred ninety-six dollars and zero cents (\$ 1,107,296.00), subject to additions and deductions as provided in the Contract Documents. Form of Proposal is attached as Exhibit A.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate No. 1 – Add the ballistic barrier wall at the Secure Lobby to protect the adjacent Office and Corridor spaces.	\$103,213.00
Alternate No. 2 – Add gate and modify cueing railing in Secure Lobby as required.	\$3,270.00
Alternate No. 3 – Add three CASA Offices at the Second Floor Build-out area.	\$29,113.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Paragraph deleted)

Item	Price	Conditions for Acceptance
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§ 4.3 Allowances, if any, included in the Contract Sum:

(Paragraph deleted)

Item	Price
None.	

§ 4.4 Unit prices, if any:

(Paragraph deleted)

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 4.5 Liquidated damages, if any:

(Paragraph deleted)

§ 4.6 Other:

(Paragraph deleted)

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User Notes:

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Fifth working day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Sixty (60) days after the Architect receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

Ten Percent

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§ 5.1.7.1.1 The following items are not subject to retainage:
(Paragraph deleted)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(Paragraph deleted)
Retainage shall be reduced to 5% upon 50% completion of the work

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Paragraph deleted)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

None.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Paragraph deleted)

[] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

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[X] Litigation in a court of competent jurisdiction

[] Other (*Specify*)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(*Paragraph deleted*)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

Brian Kronewitter, AIA
Executive VP
Cordogan Clark Consulting Services, Inc.
960 Ridgeway Avenue
Aurora, IL 60506

§ 8.3 The Contractor’s representative:

Tim Campbell
Vice President
Lite Construction
711 S. Lake St.
Montgomery, IL 60538

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

Init.

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 11: INSURANCE AND BONDS

11.1 CONTRACTOR’S INSURANCE AND BONDS

11.1.2 **Delete** Section 11.1.2 in its entirety and add the following:

During the term of the Contract, the Contractor shall, at his own expense, purchase and maintain the following insurance in companies properly licensed and satisfactory to the Owner. No Contractor shall commence Work under this Contract until he has obtained all insurance required under this article and such insurance has been approved by the Owner, nor shall any contractor allow any Subcontractor to commence Work on his subcontract until the types of insurance coverages set forth in this paragraph 11.1.2, with reasonable policy limits as determined by the Contractor, have been obtained by the Subcontractor. Premium cost and charges for such insurance shall be paid by each Subcontractor. Certificates of Insurance evidencing the **minimum** insurance coverages and limits set forth below. All certificates shall provide for thirty (30) days written notice to the Owner prior to the cancellation, non-renewal and/or any reduction in limits by endorsement of any insurance described below. All insurance policies shall be issued from insurance companies holding an A.M. Best Company rating of 'A- VII' or better. All policies shall be written on an "occurrence" basis. Certificate of Insurance shall be submitted to the Owner no less than fifteen (15) days prior to the commencement of the work and prior to expiration of each policy described herein.

Add section 11.1.2.1 to 11.1.2:

11.1.2.1 The insurance coverage required here-in-under shall be the minimum amounts maintained by the Contractor and Subcontractors until all work is completed and accepted by the Owner.

A. Workers Compensation

1. State: Statutory
2. Applicable Federal: Statutory
3. Employer’s Liability:
 - a. \$1,000,000 per Accident
 - b. \$1,000,000 Occupational Disease

B. Commercial General Liability

1. Each Occurrence \$1,000,000
2. Products/Complete Operations Aggregate \$2,000,000
3. Personal/Advertising Injury \$1,000,000
4. General Aggregate \$2,000,000
5. Policy shall include:
 - a. Premises – Operations
 - b. Independent Contractors Liability

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- c. Products and Completed Operations: Maintained for minimum of one year after date of final Certificate for Payment, in full amount of the limits specified above.
 - d. Contractual Liability
 - e. Coverage for explosion (x), collapse (c) and underground (u)
 - f. Per Project Aggregate
6. The Commercial General Liability policy shall include a contractual liability endorsement insuring the indemnity required by the contract. The indemnities shall be named as additional insureds on the Contractor's Commercial General Liability policy using form CG 20 10 11/85 or its equivalent. The additional insured endorsement shall provide the following:
- a. That the coverage afforded the additional insureds will be primary insurance for the additional insureds with respect to claims arising out of operations performed by or on behalf of the contractor. Duration of project is from start of project until close-out of project.
 - b. That if the additional insureds have other insurance which is applicable to the loss, such other insurance will be on an excess or contingent basis.
 - c. That the amount of the company's liability under the insurance policy will not be reduced by the existence of such other insurance, and
 - d. That the additional insureds will not be given less than 30 days prior written notice of any cancellation thereof.
 - e. The Contractor will furnish a Certificate of Insurance evidencing the foregoing.
- C. Business Auto Liability (including owned, non-owned and hired vehicles).
- 1. Bodily Injury
 - a. \$1,000,000 Per Person
 - b. \$1,000,000 Per Accident
 - 2. Property Damage \$1,000,000
 - 3. Or Combined Single Limit \$1,000,000
- D. Umbrella
- 1. If the Contractor's Workers Compensation, Commercial General Liability and Business Auto policies do not have these minimum limits, an Umbrella policy, written in an insurance company acceptable to the owner, may be used to meet the minimum limits required.
 - 2. Umbrella Excess Liability (in addition to primary coverage): \$5,000,000
- E. The following parties shall be included as Additional Insureds on all contractor's and subcontractor's Certificates of Insurance: The County shall be named as additional insured for the general Liability, Auto Liability and Excess Liability. A waiver of subrogation applies for the General Liability, Auto Liability and Workers Compensation.
- a. Owner's Name
 - b. Cordogan Clark & Associates, Inc.
 - c. Cordogan Clark Consulting Services, Inc.
- F. Certificate Holder to be Cordogan Clark Consulting Services.

Add the following new Section 11.1.3.1 to Section 11.1.3:

11.1.3.1 Prior to the commencement of the Work, Contractor shall submit to the Architect and Owner valid Certificates of Insurance, Policies of Insurance and amendatory riders or endorsements to Contractor's insurance policies, all in form and substance satisfactory to the Owner. Failure of Architect and/or Owner to demand Certificates of insurance and/or Policies shall not constitute a waiver of the Contractor's responsibility to procure insurance. Nor shall review and/or approval by either the Owner or Architect in any way relieve Contractor of its responsibility for furnishing sufficient amounts and coverages of insurance. Said endorsements or amendatory riders shall indicate that as respects said additional insureds, there shall be severability of interest under said insurance policies.

Add the following new Section 11.1.4.1 to Section 11.1.4:

11.1.4.1 If the Contractor fails to purchase or maintain or require to be purchased and maintained the liability insurance required under subparagraph 11.1.1, the Owner may (but shall not be obligated to) purchase such insurance on the Contractor's behalf and shall be entitled to be repaid for any premiums paid thereof by the Contractor in the manner set forth in paragraph 2.4.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4

(Paragraphs deleted)

- .5 Drawings

Number	Title	Date
001115	List of Drawing Sheets– Exhibit "B"	August 26, 2024

- .6 Specifications

Section	Title	Date	Pages
001000	Table of Contents– Exhibit "B"	August 26, 2024	

- .7 Addenda, if any:

Number	Date	Pages
Addendum No. 1	September 6, 2024	81
Addendum No. 2	September 9, 2024	1
Addendum No. 3	September 10, 2024	28

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:

(Paragraphs deleted)

[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents, if any, listed below:

- Exhibit A – Lite Construction Proposal Documents
- Exhibit B – Table of Contents and Drawings
- Exhibit C – BP #1 Scope Sheets

This Agreement entered into as of the day and year first written above.

OWNER (*Signature*)

Brian Kronewitter, Executive VP
(*Printed name and title*)

Date:

CONTRACTOR (*Signature*)

(*Printed name and title*)

Date:

Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:54:48 CT on 09/27/2024.

PAGE 1

AGREEMENT made as of the ~~day of~~ in the year
(In words, indicate day, month and year.)Second day of October in the year Two Thousand Twenty-Four

...

(Name, legal status, address and other information)

Kendall County
111 W. Fox Street
Yorkville, Illinois 60560

...

The Owner has agreed to have the Architect/CM/Construction Manager (CM) be the Owner's Agent for execution of the Contracts and the execution of the Project. The Architect/CM/CM retains the same rights as the Owner in regard to the execution of this Contract.

...

(Name, legal status, address and other information)

Lite Construction, Inc.
711 S. Lake Street
Montgomery, IL 60538

...

(Name, location and detailed description)

Kendall County Courthouse Office Renovations
CCA Project 241017
Bid Package #1– Courthouse Office Renovations

...

(Name, legal status, address and other information)Cordogan Clark & Associates, Inc.(Architect)

Cordogan Clark Consulting Services, Inc. (CM)
960 Ridgeway Avenue
Aurora, Illinois 60506

PAGE 2

(Check one of the following boxes.)

[] The date of this Agreement.

...

[] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

...

(Check one of the following boxes and complete the necessary information.)

...

[X] By the following date: January 6, 2025
PAGE 3

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One million one hundred seven thousand, two hundred ninety-six dollars and zero cents (\$ 1,107,296.00), subject to additions and deductions as provided in the Contract Documents. Form of Proposal is attached as Exhibit A.

...

Alternate No. 1 – Add the ballistic barrier wall at the Secure Lobby to protect the adjacent Office and Corridor spaces. \$103,213.00

Alternate No. 2 – Add gate and modify cueing railing in Secure Lobby as required. \$3,270.00

Alternate No. 3 – Add three CASA Offices at the Second Floor Build-out area. \$29,113.00

...

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

...

(Identify each allowance.)

...

None.

...

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

...

(Insert terms and conditions for liquidated damages, if any.)

...

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Fifth working day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Sixty (60) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

...

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Ten Percent

PAGE 5

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

...

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

Retainage shall be reduced to 5% upon 50% completion of the work

...

(Insert any other conditions for release of retainage upon Substantial Completion.)

...

(Insert rate of interest agreed upon, if any.)

—%—None.

...

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

...

(Check the appropriate box.)

PAGE 6

[] Litigation in a court of competent jurisdiction

...

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

...

(Name, address, email address, and other information)

Brian Kronewitter, AIA
Executive VP
Cordogan Clark Consulting Services, Inc.
960 Ridgeway Avenue
Aurora, IL 60506

...

(Name, address, email address, and other information)

Tim Campbell
Vice President
Lite Construction
711 S. Lake St.
Montgomery, IL 60538

...

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a ~~building information modeling exhibit~~, AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with a ~~building information modeling exhibit~~, AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

PAGE 7

ARTICLE 11: INSURANCE AND BONDS

11.1 CONTRACTOR'S INSURANCE AND BONDS

11.1.2 ~~Delete~~ Section 11.1.2 in its entirety and add the following:

During the term of the Contract, the Contractor shall, at his own expense, purchase and maintain the following insurance in companies properly licensed and satisfactory to the Owner. No Contractor shall commence Work under this Contract until he has obtained all insurance required under this article and such insurance has been approved by the Owner, nor shall any contractor allow any Subcontractor to commence Work on his subcontract until the types of insurance coverages set forth in this paragraph 11.1.2, with reasonable policy limits as determined by the Contractor, have been obtained by the Subcontractor. Premium cost and charges for such insurance shall be paid by each Subcontractor. Certificates of Insurance evidencing the **minimum** insurance coverages and limits set forth below. All certificates shall provide for thirty (30) days written notice to the Owner prior to the cancellation, non-renewal and/or any reduction in limits by endorsement of any insurance described below. All insurance policies shall be issued from insurance companies holding an A.M. Best Company rating of 'A- VII' or better. All policies shall be written on an "occurrence" basis. Certificate of Insurance shall be submitted to the Owner no less than fifteen (15) days prior to the commencement of the work and prior to expiration of each policy described

herein.

Add section 11.1.2.1 to 11.1.2:

11.1.2.1 The insurance coverage required here-in-under shall be the minimum amounts maintained by the Contractor and Subcontractors until all work is completed and accepted by the Owner.

A. Workers Compensation

1. State: Statutory
2. Applicable Federal: Statutory
3. Employer's Liability:
 - a. \$1,000,000 per Accident
 - b. \$1,000,000 Occupational Disease

B. Commercial General Liability

1. Each Occurrence \$1,000,000
2. Products/Complete Operations Aggregate \$2,000,000
3. Personal/Advertising Injury \$1,000,000
4. General Aggregate \$2,000,000
5. Policy shall include:
 - a. Premises – Operations
 - b. Independent Contractors Liability
 - c. Products and Completed Operations: Maintained for minimum of one year after date of final Certificate for Payment, in full amount of the limits specified above.
 - d. Contractual Liability
 - e. Coverage for explosion (x), collapse (c) and underground (u)
 - f. Per Project Aggregate
6. The Commercial General Liability policy shall include a contractual liability endorsement insuring the indemnity required by the contract. The indemnities shall be named as additional insureds on the Contractor's Commercial General Liability policy using form CG 20 10 11/85 or its equivalent. The additional insured endorsement shall provide the following:
 - a. That the coverage afforded the additional insureds will be primary insurance for the additional insureds with respect to claims arising out of operations performed by or on behalf of the contractor. Duration of project is from start of project until close-out of project.
 - b. That if the additional insureds have other insurance which is applicable to the loss, such other insurance will be on an excess or contingent basis.
 - c. That the amount of the company's liability under the insurance policy will not be reduced by the existence of such other insurance, and
 - d. That the additional insureds will not be given less than 30 days prior written notice of any cancellation thereof.
 - e. The Contractor will furnish a Certificate of Insurance evidencing the foregoing.

C. Business Auto Liability (including owned, non-owned and hired vehicles).

1. Bodily Injury
 - a. \$1,000,000 Per Person
 - b. \$1,000,000 Per Accident

2. Property Damage \$1,000,000
3. Or Combined Single Limit \$1,000,000

D. Umbrella

1. If the Contractor's Workers Compensation, Commercial General Liability and Business Auto policies do not have these minimum limits, an Umbrella policy, written in an insurance company acceptable to the owner, may be used to meet the minimum limits required.
2. Umbrella Excess Liability (in addition to primary coverage): \$5,000,000

E. The following parties shall be included as Additional Insureds on all contractor's and subcontractor's Certificates of Insurance: The County shall be named as additional insured for the general Liability, Auto Liability and Excess Liability. A waiver of subrogation applies for the General Liability, Auto Liability and Workers Compensation.

- a. Owner's Name
- b. Cordogan Clark & Associates, Inc.
- c. Cordogan Clark Consulting Services, Inc.

F. Certificate Holder to be Cordogan Clark Consulting Services.

Add the following new Section 11.1.3.1 to Section 11.1.3:

11.1.3.1 Prior to the commencement of the Work, Contractor shall submit to the Architect and Owner valid Certificates of Insurance, Policies of Insurance and amendatory riders or endorsements to Contractor's insurance policies, all in form and substance satisfactory to the Owner. Failure of Architect and/or Owner to demand Certificates of insurance and/or Policies shall not constitute a waiver of the Contractor's responsibility to procure insurance. Nor shall review and/or approval by either the Owner or Architect in any way relieve Contractor of its responsibility for furnishing sufficient amounts and coverages of insurance. Said endorsements or amendatory riders shall indicate that as respects said additional insureds, there shall be severability of interest under said insurance policies.

Add the following new Section 11.1.4.1 to Section 11.1.4:

11.1.4.1 If the Contractor fails to purchase or maintain or require to be purchased and maintained the liability insurance required under subparagraph 11.1.1, the Owner may (but shall not be obligated to) purchase such insurance on the Contractor's behalf and shall be entitled to be repaid for any premiums paid thereof by the Contractor in the manner set forth in paragraph 2.4.

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2. ~~AIA Document A101™-2017, Exhibit A, Insurance and Bonds~~

...

4. ~~Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)~~

...

001115 List of Drawing Sheets- August 26, 2024
Exhibit "B"

001000 Table of Contents- August 26, 2024
Exhibit "B"

Addendum No. 1 September 6, 2024 81
Addendum No. 2 September 9, 2024 1
Addendum No. 3 September 10, 2024 28

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204 2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

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(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™ 2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Exhibit A – Lite Construction Proposal Documents
Exhibit B – Table of Contents and Drawings
Exhibit C – BP #1 Scope Sheets

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Brian Kronewitter, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:54:48 CT on 09/27/2024 under Order No. 3104239248 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

EXHIBIT A

KENDALL COUNTY
COURTHOUSE OFFICE RENOVATIONS
807 W. JOHN STREET
YORKVILLE, ILLINOIS 60560
CCA PROJECT NUMBER: 241017

CORDOGAN CLARK & ASSOCIATES, INC.
960 RIDGEWAY AVENUE
AURORA, ILLINOIS
630-896-4678
AUGUST 2024
ADDENDUM NO. 3

SECTION 004000 – FORM OF PROPOSAL

A. GENERAL

FORM OF PROPOSAL FOR BID PACKAGE NUMBER: #01

BID PACKAGE NAME: General Trades

SUBMITTED BY: Lite Construction, Inc DATE: 9/11/24
(Company Name)

TO: Kendall County, Illinois

The undersigned having carefully examined the Contract Documents consisting of the following: Specifications (Inclusive of all Sections and Exhibits); Drawings; and Addenda, if any. As prepared by Cordogan, Clark & Associates, Inc., which Contract Documents form a component part of this Proposal, and having examined the premises and conditions affecting the work, proposes to furnish all labor and materials required for the Contractor as follows:

B. ADDENDA

I acknowledge receipt of the following Addenda:

No. 1 Date 9/6/24 No. 3 Date 9/10/24
No. 2 Date 9/9/24 No. _____ Date _____

C. BASE BID

In accordance with Drawings and Specifications for contract including all divisions of work as indicated in Work Included in the Specifications and as shown in the drawings.

TOTAL BASE BID AMOUNT: \$ 971,700.00

AS WRITTEN: Nine hundred seventy one thousand seven hundred ⁰⁰/₁₀₀

Total base bid is to include full project scope, including allowances and contingency as indicated in documents and itemized in the schedule of values.

Contractor is to include the following allowances within their total base bid amount. Contractor to utilize the corresponding submitted bid package number below.

Bid Package #01 – General Trades

FORM OF PROPOSAL

004000 – 1

Base Bid:	\$ 963,700.00
Floor Prep Allowance:	\$ 5,500.00
Sink Allowance:	\$ 2,500.00
Total Bid Amount:	\$ 971,700.00

D. SCHEDULE OF ALTERNATES

The selected alternates will be used to determine the lowest qualified Bid for this Bid Package. The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment and all alternates shall be inclusive of contractor overhead and profit regardless of whether additive or deductive. Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within 90 days of the Notice of Award unless otherwise indicated in the Contract Documents.

Bidder is required to note if alternate is additive, deductive, or no change from base bid amount. If the alternate does not affect the Contract Sum, the Bidder shall indicate "NO CHANGE." If the alternate does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE." The Bidder shall be responsible for determining from the Contract Documents the affects of each alternate on the Contract Time and the Contract Sum. Acceptance or non-acceptance of any alternates by the Owner shall have no effect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.

Alternate No. 1	Ballistic barrier in main entry	Add \$ 103,213.00
Alternate No. 2	Removal of railing and restoration of flooring at entry lobby	Add \$ 3,270.00
Alternate No. 3	All work associated with Rooms 211, 212, and 213 added in Addendum 1	Add \$ 29,113.00

E. VOLUNTARY ALTERNATES

The Contractor is encouraged to provide Voluntary Alternates. If Contractor elects to do so, it must be a modification to the Base Bid and shall not be included in the Base Bid. The selected alternates will be used to determine the lowest qualified Bid for this Bid Package. Any alternates not specifically outlined on the Bid Proposal Form shall be submitted in the form outlined below. Failure to do so may result in the rejection of the bid. A separate sheet can be included with the bid form, if required.

Voluntary Alternate #01 _____ \$ _____
Add/Deduct/No Change

F. UNIT PRICES

All unit cost are to include equipment material and labor costs, including bonding, overhead and profit. Bidder must quote on all items called for in their bid package. This form is required to be attached to the Bid Form. The undersigned Bidder proposes the amounts below be added to or deducted from the Contract Sum on performance and measurement of the individual items of Work and for adjustment of the quantity given in the Unit-Price Allowance for the actual measurement of individual items of the Work. If the unit price does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."

Bidder is also required to email the Schedule of Values and Unit Pricing in Microsoft Excel (.XLS) electronic format one to 24 hours after bid due date but no earlier or later to bnelson@cordoganclark.com. Bidders may attach a printed copy of the Unit Prices in lieu of handwriting each entry.

SCHEDULE OF UNIT PRICES

1. Furnish and install 6" framing, batt insulation, 5/8" gyp each one side, taped and finished	SF	13.00
2. Furnish and install plywood backing .75" thick 4'x8' sheet	EA	165.00
3. Carpentry Labor Rate	HR	150.00
4. Furnish and install 6" sound batt insulation	SF	1.75
5. Furnish and install furring and gyp on one side taped and finished	SF	10.50
6. Furnish and install drywall ceilings up to 10' above finished floor	SF	14.00
7. Prime and paint drywall ceilings up to 10' above finished floor	SF	3.00
8. Prime and paint drywall ceilings up to 10' above finished floor	SF	3.00
9. 12" soffits – framing and drywall. Tape/Finish/Paint included.	LF	90.00
10. Furnish and install – new ACT including grid	SF	7.00
11. Prep/paint drywall ceilings	SF	3.00
12. Dustproof partitions	LF	60.00
13. Cleanouts	EA	315.00
14. .5" copper distribution piping	LF	8.50
15. .75" copper distribution piping	LF	9.50
16. 1" copper distribution piping	LF	N/A
17. Furnish and install new 8" round PVC coated duct	LF	13.50
18. Furnish and install new 10" round PVC coated duct	LF	14.50
19. Furnish and install new 12" round PVC coated duct	LF	15.50
20. Furnish and install new 14" round PVC coated duct	LF	16.50
21. Furnish and install new 16" round PVC coated duct	LF	25.00
22. Furnish and install copper pipe insulation per bid docs	LF	9.50
23. Mechanical labor rate	HR	142.00
24. Furnish and install new LED can lights	EA	N/A
25. Furnish and install new LED surface mounted fixture	EA	N/A
26. Furnish and install new rigid conduit with main power feed	LF	N/A
27. Duplex 20 A receptacle with 50' of conduit and wire	EA	490.00
28. Duplex 20 A GFI receptacle with 50' of conduit and wire	EA	525.00
29. Light switch with 50' of conduit and wire	EA	525.00
30. Tele/data empty box with stub to ceiling	EA	165.00
31. CAT 6E data drop to nearest MDF room	EA	630.00
32. Furnish and install 150' of low volt CAT 6E cable to box with port faceplate	EA	420.00
33. Exit sign with 50' of conduit and wire	EA	515.00
34. Furnish and install fire alarm device and associated wiring	EA	625.00

All unit costs are to include equipment material and labor costs, including bonding, overhead and profit. Bidder must quote on all items called for in their bid package.

G. BID SECURITY

Accompanying the proposal is a Bid Bond or (Certified Check) as surety in the amount of not less than 10% of the Base Bid payable to the Owner, which it is agreed will be forfeited if the undersigned fails to execute the Contract in conformity with Specifications and Furnish Performance and Labor and Material Payment Bonds as specified within ten (10) days after notification of the award of the Contract to the undersigned

H. PERFORMANCE / PAYMENT BOND

The undersigned agrees to provide an acceptable Performance and Labor and Material Payment Bonds, in accordance with AIA Document A312, in the amount of 100% of the Base Bid of which the cost of the Bonds are included in the Bid.

I. ATTACHMENT

The undersigned acknowledges that he has read and understands the CERTIFICATE OF ELIGIBILITY TO BID attached to this Bid Form and signed and attested thereto. The undersigned further acknowledges that said CERTIFICATE OF ELIGIBILITY is a part of the Contract Documents and will be attached to the Agreement.

J. REJECTION AND WITHDRAWAL OF BID

The Owner reserves the right to accept or reject any or all of the above proposals.

K. TIME OF COMPLETION

The undersigned agrees, if awarded the Contract, to begin work immediately upon notification by the Architect. The undersigned agrees, if awarded the Contract, to complete the work within the time frame specified in Specification Section 003000.

L. SIGNATURES FORM

IF AN INDIVIDUAL:

Longhand Signature of Bidder: _____

Doing Business as: _____

Business Address: _____

City: _____ State: _____ Zip: _____

IF A CO-PARTNERSHIP:

Name of Firm: _____

By: _____ Lite Construction, Inc.

Business Address: _____

City: _____ State: _____ Zip: _____

Names and Addresses of All Members of the Firm:

IF A CORPORATION:

Corporate Name: Lite Construction, Inc.

A Corporation in State of: Illinois

By (President): *James E Campbell*

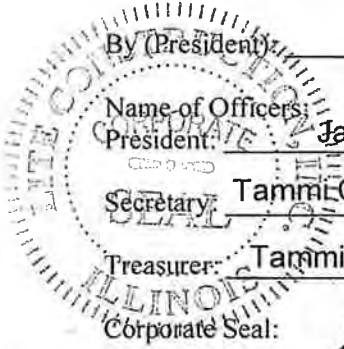
Name of Officers:
President: James E Campbell

Secretary: Tammi Campbell

Treasurer: Tammi Campbell

Corporate Seal: _____

ATTEST: *Tammi Campbell*



M. CERTIFICATE OF ELIGIBILITY TO BID

The Bidder/Contractor certifies that the Contractor is not barred from bidding on the contract as a result of a conviction for either bid-rigging or bid rotating under Article 33E of the Criminal Code of 1961. The Bidder/Contractor acknowledges that this certificate is a part of the Contract Documents and will be attached to the Owner/Contractor Agreement.

Date: 9/11/24 Firm Name: Lite Construction, Inc.

Official Address: 711 S. Lake St. Montgomery IL 60538

By: Jammi Campbell
Position: President



Where Bidder is a Corporation, add:

Attest: Jammi Campbell
(Secretary) (Seal)

Subscribed and Sworn to Before Me this 11 day of Sept., 2024

My Commission Expires: 7/11/26
Dawn Kantorski
Notary Public

9/11, 2024



DRUG FREE WORKPLACE

The bidder or contractor, having 25 employees or more, does hereby certify pursuant to Section 3 of the Illinois Drug-Free Workplace Act (III. Rev. Stat. Ch. 127 132.313) that [he, she, it] shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act, further certified that [he, she, it] is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Firm Name: Lite Construction, Inc.

By: *[Signature]*
(Authorized Agent of Contractor)

Title: President

Subscribed and sworn to before me *[Signature]*

This day of 11th Sept. 2024

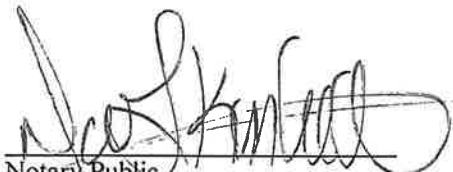


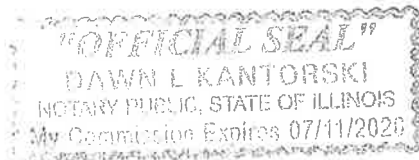
CERTIFICATE OF COMPLIANCE WITH ILLINOIS HUMAN RIGHTS ACT

Lite Construction, Inc. (Contractor), does hereby certify pursuant to P.A. 87-1257, the Illinois Human Rights Act, that (he, she, it) has adopted a written sexual harassment policy that includes at the minimum the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under Illinois law, (III) a description of sexual harassment, utilizing examples; (IV) internal complaint process including penalty; (V) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission; (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

By: 
Its: President

Date: 9/11/24


Notary Public



**CERTIFICATION REGARDING CRIMINAL BACKGROUND
INVESTIGATIONS**

Contractor hereby represents, warrants, and certifies that no officer or director thereof has any knowledge that any employee thereof has been convicted of committing or attempting to commit "Criminal Code of 1961," 720 ILCS, Sections 5/11-6 (Indecent Solicitation of a Child), 5/11-9 (Public Indecency), 5/11-14 (Prostitution), 5/11-15 (Soliciting for a Prostitute), 5/11-15.1 (Soliciting for a Juvenile Prostitute), 5/11-9 (Pimping), 5/11-19.1 (Juvenile Pimping), 5/11-19.2 (Exploitation of a Child), 5/11-20 (Obscenity), 5/11-20.1 (Sexual Assault), 5/12-14 (Aggravated Criminal Sexual Abuse), and/or those offenses defined in the "Cannabis Control Act," 720 ILCS 570/100 et. seq. And/or any offense committed or attempted in any state or against the laws of the United States, which if committed or attempted in this State, would have been punishable as on or more of the foregoing offenses.

Contractor further agrees that it shall not employ any person who have or may have direct, daily contact with the pupils of any school in the district, and for whom a criminal background investigation has not been conducted pursuant hereto, and further represents and agrees that all applicants for any such employment shall furnish with their applications the attached written "Authorization for Criminal Background Information" form authorizing the Board of Education to request a criminal background investigation of said applicant pursuant to Section 5/10-21.9 of the School Code of Illinois and to receive criminal history record information pursuant thereto to determine if the applicant has been convicted of committing or attempting to commit any of the criminal or drug offenses enumerated above. Contractor further agrees to submit with said authorization payment for any costs and expenses associated with the criminal background investigation.

Contractor further represents, warrants, and certifies that no applicant for employment with respect to whom the criminal investigation reveals any conviction for committing and/or attempting to commit any of the above enumerated offenses, shall be employed thereby in any position that involves or may involve contact with the students of the school district.

This certification is executed on the date hereinafter indicated by the designated contractor by its duly authorized officer.

By: 

Its: President

Date: 9/11/24

END OF SECTION 004000

KENDALL COUNTY
 COURTHOUSE OFFICE RENOVATIONS
 807 W. JOHN STREET
 YORKVILLE, ILLINOIS 60560
 CCA PROJECT NUMBER: 241017

CORDOGAN CLARK & ASSOCIATES, INC.
 960 RIDGEWAY AVENUE
 AURORA, ILLINOIS
 630-896-4678
 AUGUST 2024

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017329	CUTTING AND PATCHING
017419	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL
017700	CLOSEOUT PROCEDURES
017823	OPERATION AND MAINTENANCE DATA
017839	PROJECT RECORD DOCUMENTS
017900	DEMONSTRATION & TRAINING
EXHIBITS	
EXHIBIT A	SITE LOGISTICS PLAN DATED 08.26.24
DIVISION 02	EXISTING CONDITIONS
024119	SELECTIVE DEMOLITION

DIVISION 03	CONCRETE
033000	CAST-IN-PLACE CONCRETE
035416	HYDRAULIC CEMENT UNDERLAYMENT
DIVISION 06	WOOD, PLASTICS, AND COMPOSITES
061000	ROUGH CARPENTRY
064116	PLASTIC-LAMINATE-FACED ARCHITECTURAL CABINETS
DIVISION 07	THERMAL AND MOISTURE PROTECTION
078413	PENETRATION FIRESTOPPING
078446	FIRE-RESISTIVE JOINT SYSTEMS
079200	JOINT SEALANTS
079219	ACOUSTICAL JOINT SEALANTS
DIVISION 08	OPENINGS
081113	HOLLOW METAL DOORS AND FRAMES
081416	FLUSH WOOD DOORS
087100	DOOR HARDWARE
088000	GLAZING
DIVISION 09	FINISHES
099123	INTERIOR PAINTING
092216	NON-STRUCTURAL METAL FRAMING
092900	GYPSUM BOARD
093013	CERAMIC TILING
095123	ACOUSTICAL TILE CEILINGS
096513	RESILIENT BASE AND ACCESSORIES
096519	RESILIENT TILE FLOORING
096813	TILE CARPETING
DIVISION 10	SPECIALTIES
102600	WALL AND DOOR PROTECTION
101423.16	ROOM-IDENTIFICATION PANEL SIGNAGE
DIVISION 12	FURNISHINGS
123623.13	PLASTIC-LAMINATE-CLAD COUNTERTOPS
123661.19	QUARTZ AGGLOMERATE COUNTERTOPS

DOCUMENT 001115 - LIST OF DRAWING SHEETS

1.1 LIST OF DRAWINGS

- A. Drawings: Drawings consist of the Contract Drawings and other drawings listed on the Table of Contents page of the separately bound drawing set titled Kendall County Courthouse Office Renovations, dated August 26, 2024, as modified by subsequent Addenda and Contract modifications.
- B. List of Drawings: Drawings consist of the following Contract Drawings and other drawings of type indicated:

General

G0.00	COVER SHEET
G1.00	GENERAL NOTES, ABBREVIATIONS & SYMBOLS
G2.01	LIFE SAFETY PLAN
G2.02	LIFE SAFETY PLAN
G2.03	LIFE SAFETY PLAN

Architectural

A1.01	DEMO FLOOR PLAN
A1.02	DEMO FLOOR PLAN
A1.03	DEMO FLOOR PLAN
A1.04	DEMO REFLECTED CEILING PLAN
A1.05	DEMO REFLECTED CEILING PLAN
A1.06	DEMO REFLECTED CEILING PLAN
A2.01	FLOOR PLAN
A2.02	FLOOR PLAN
A2.03	FLOOR PLAN
A2.04	FLOOR PLAN
A2.05	PARTITION TYPES
A3.01	REFLECTED CEILING
A3.02	REFLECTED CEILING
A3.03	REFLECTED CEILING
A3.04	REFLECTED CEILING
A6.01	WALL SECTIONS & DETAILS
A6.02	WALL SECTIONS & DETAILS
A8.01	INTERIOR ELEVATIONS
A8.02	INTERIOR ELEVATIONS
A8.03	INTERIOR ELEVATIONS
A8.04	INTERIOR ELEVATIONS
A9.01	DOOR SCHEDULE AND DETAILS
A10.01	MATERIAL LEGEND
A10.02	ROOM FINISH SCHEDULE & MATERIAL LEGEND
A10.03	FINISH PLANS

A10.04 FINISH PLANS
A10.05 FINISH PLANS
A11.01 FURNITURE & EQUIPMENTS PLANS
A11.02 FURNITURE & EQUIPMENTS PLANS

Mechanical

M1.01 1ST FLOOR MECHANICAL PLANS & NOTES
M1.02 2ND FLOOR MECHANICAL PLANS & NOTES
M2.01 MECHANICAL SCHEDULES & DETAILS

Plumbing

P1.01 PLUMBING FLOOR PLANS & NOTES
P10.2 PLUMBING SCHEDULES & RISER DIAGRAMS

Electrical

E1.01 1ST FLOOR LIGHTING PLAN
E1.02 ELECTRICAL POWER PLAN
E1.03 2ND FLOOR ELECTRICAL LIGHTING & POWER PLANS
E2.01 ELECTRICAL SCHEDULES & NOTES

Fire Protection

FA1.01 AREA A & AREA B FIRE ALARM PLAN
FA1.02 AREA C FIRE ALARM PLAN
FP1.01 1ST & 2ND FLOOR FIRE PROTECTION PLANS

END OF DOCUMENT 000115

Kendall County Courthouse Office Renovations

807 W. John St. Yorkville, IL 60560

Job#: 24-1017



ADDENDUM NO. 1

BP#01: GENERAL TRADES		< Enter Company >	
		< Enter Contact >	
		< Enter Phone# >	
		< Enter Email or Fax# >	
<i>Scope of Work - Trade Specific</i>		Inc.: Y / N	Cost
PLANS, SPECIFICATION AND BID DOCUMENTS			
107	Plans, Specifications, and Bid Documents have been reviewed and included. BID SET DATED: 06/19/24 BID SPECS DATED: 8/26/24 PROJECT SCHEDULE DATED: 8/23/24	Y	
108	THIS SCOPE SHEET IS NOT NECESSARILY ALL INCLUSIVE. YOU ARE RESPONSIBLE FOR YOUR OWN TAKEOFFS AND FINAL COSTS. THIS SCOPE SHEET IDENTIFIES THE BASICS OF THE PROJECT. AS THE ONLY CONTRACTOR ON THIS PROJECT, ANYTHING SHOWN ON THE DRAWINGS & SPECIFICATIONS SHALL BE THE RESPONSIBILITY OF THE GENERAL TRADES CONTRACTOR.	Y	
109	"Provide" shall mean to "Furnish and Install" throughout this scope of work	Y	
SCOPE OF WORK:			
DIVISION 01- General Requirements			
91	015000- Temporary Partitions		
92	Provide and maintain floor-to-ceiling dustproof partitions with zippered access in all necessary work areas adjacent/open to occupied or public space.	Y	
93	Insulate partitions to control noise transmission to occupied areas	Y	
94	Construct partitions according to the rated assemblies	Y	
95	Seal partitions joints and perimeter	Y	
96	Provide walk-off mats at each entrance through temporary partition	Y	
97	Prevent dust, fumes and odors from entering occupied areas	Y	
98	Provide Masonite or plywood to protect elevator floor. Remove at project completion Owner to provide wall pads.	Y	
DIVISION 02- Selective Demolition			
115	024119- Selective Demolition		
116	Sheet A1.01 Keyed Notes : 01 through 32	Y	
117	Sheet A1.02 Keyed Notes : 01 through 32	Y	
118	Sheet A1.03 Keyed Notes : 01 through 32	Y	
119	Sheet A1.01 General Notes: 1 through 7	Y	
120	Sheet A1.04 Keyed Notes : 1,2,3,4,5,6,7 & 8	Y	
121	Sheet A1.05 Keyed Notes : 1,2,3,4,5, 6,7 & 8	Y	
122	Sheet A1.05 Equipment Schedule to be Salvaged	Y	
123	Sheet A1.06 Keyed Notes : 1,2,3,4,5, 6,7 & 8	Y	
124	Refer to specification section 024119 for additional requirements regarding selective structural demolition.	Y	
125	In areas where existing walls, partitions, etc. are to be removed, it shall be necessary to repair existing ceilings, adjust and relocate or rewire lighting fixtures, and remove or relocate electrical and mechanical components as required or directed.	Y	
126	Wash and clean all existing interior hvac grilles and diffusers which are to remain (ceiling and wall-mounted, and freestanding at exposed construction).	Y	
127	Existing walls, floors, and ceilings which are damaged and are to remain shall be patched and rebuilt as required to match surrounding construction, at no additional cost to the owner.	Y	
128	Active pipes, conduits, and other utilities of all types, whether shown in the construction documents or not, must be protected at all times during the construction of the work. extreme care shall be exercised at all times not to damage any such pipes and conduits. where damage occurs, contractor causing the damage shall repair such damage in a manner approved by the architect and owner, and at no change in the contract prices of contractor	Y	

Kendall County Courthouse Office Renovations

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ADDENDUM NO. 1

BP#01: GENERAL TRADES		< Enter Company >	
		< Enter Contact >	
		< Enter Phone# >	
		< Enter Email or Fax# >	
DIVISION 06 - Wood			
129	061000 - Rough Carpentry		
130	Sheet A2.01/ A2.02/ A2.03 General Notes 1 through 6		
131	Sheet A2.01 Keyed Notes: 1,2,3,4,6,7,9,10,13		
132	Sheet A2.02 Keyed Notes: 1,2,3,4,6,7,9,10,13		
133	Sheet A2.03 Keyed Notes: 1,2,3,4,6,7,9,10,13		
134	Sheet A2.04 Keyed Notes: 1,2,3,4,6,7,9,10,13		
135	Refer to Wall Details A2.05, A6.01 & A6.02		
136	Provide backing per plans		
137	Provide fire-treated wood blocking in walls to adequately support toilet accessories.		
138	064116 - Plastic Laminate Faced Architectural Cabinets		
139	Sheet A2.01/A2.02/ A2.03/A2.04 Keyed Notes: 3		
140	Provide fillers for cabinetry and touch up kit		
141	Provide and Install PLAM-01/ PLAM-02/ PLAM-03/ PLAM-04		
142	Provide & Install 1/2" fiberglass panel level 3 ballistic rating provide batten strips at seams bod: armortex or equal		
143	Refer to Millwork Details per A8.04		
144	Provide all colors and sizes according		
145	Installation will occur according to the project phases. Follow the finish schedule and elevation plans at A8.01 & A8.02		
DIVISION 07 Thermal & Moisture Protection			
146	Provide and install Penetration Firestopping as required		
147	Provide and install Sealants as required		
148	Provide and install Mineral Wool insulation per A2.04		
149	Provide and install Batt insulation per A2.05		
DIVISION 08 Openings			
150	081113- Hollow Metal Doors and Frames, 081416 Flush Wood Doors & 087100 Door Hardware		
151	Sheet A2.01/ A2.02/A2.03/A2.04 General Notes 1		
152	Sheet A9.01 General Notes 1, 2, 3, 4, 5 & 6		
153	Provide and Install door type D1,D2,D3		
154	Provide and Install frame type F1 & F2		
155	Stain door per plans		
156	Provide and install doors and hardware per specifications and drawings		
157	Refer to sheet A9.01 for Door Schedule and Details		
158	088000- Glazing, 088853- Security Glazing		
159	Provide and Install 1/2" Tempered Glazing with Aluminum-Channel		
160	Provide and Install concealed support brackets, spaced as required, max 3'-0" O.C.		
161	Provide and install Fire rated and Security Glass per A9.01		
162	Refer to Wall Details A6.01 & A6.2		
163	Provide Color and finishes as drawings specifications		
164	Provide and install transaction windows, glazing, and associated accessories per specifications and drawings		
165	Provide and install Window sills and window heads per drawings (including but not limited to framed sip, expansion joint, cellular weep, transition membrane)		
166	Provide temporary cores for construction.		

Kendall County Courthouse Office Renovations

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ADDENDUM NO. 1

BP#01: GENERAL TRADES		< Enter Company >	
		< Enter Contact >	
		< Enter Phone# >	
		< Enter Email or Fax# >	
DIVISION 09 Finishes			
167	092216- Non-structural Metal Framing	Y	
168	Sheet A2.1/ A2.2/ A2.3/ A2.04 General Notes 2, 3, 5, 6	Y	
169	Provide and install walls type per A2.05	Y	
170	Metal framing performance criteria: provide necessary framing, gauges, fasteners, etc. to achieve I/360 deflection at all metal framing installations.	Y	
171	Provide and install metal stud framing per plans	Y	
172	Refer to Wall Schedule and Details on sheets A2.05, A6.01 & A6.02	Y	
173	092900- Gypsum Board	Y	
174	Provide and install 5/8" gypsum board per A2.05	Y	
175	Provide and install 1/2" gypsum board per A2.05	Y	
176	Sheet A2.1/ A2.2/ A2.3/ A2.04 General Notes 4	Y	
177	093000- Tiling , 096813 - Tile Carpeting & 096513 - Resilient Base & Access	Y	
178	Sheet A2.01/A2.02/ A2.03/A2.4 Keyed Notes: 3	Y	
179	Provide and Install CPT-01, CPT-02 & CPT-03	Y	
180	Provide and Install wall base RB-01	Y	
181	Provide and Install LVT-01	Y	
182	Provide and install all floor tiles	Y	
183	Provide stainless steel schluter trim at all inside and outside corners.	Y	
184	Refer to Room Finish Schedule A10.01 & Finish Plans	Y	
185	Provide floor and base under and behind all movable equipment & casework	Y	
186	Review site conditions, including but not limited to building systems that may affect flooring. (floor drains, etc.).	Y	
187	Provide and install floor protection immediately following installation of finish flooring. Floor protection to be heavy duty Ram Board, or equivalent. Provide tape and taping of floor protection at laps and edges.	Y	
188	Confirm direction of all flooring prior to installation.	Y	
189	Allow for any miscellaneous patchwork & floor leveler (Floor Prep) under all finish materials in your scope. NTE \$5500	Y	
190	Contractor shall grind and level concrete patches as required to manufacturer's requirements. Contractor shall take reasonable care in providing a troweled, flat concrete patch with adjacent edges on concrete patches.	Y	
191	Provide waterproofing, crack, and isolation membrane at floors, seams, and corners per manufacturers recommendation.	Y	
192	Flooring installation will occur according to the project phases. Follow the finish schedule and elevation plans	Y	
193	095123- Acoustical Tile Ceilings	Y	
194	Sheet A3.01 Keyed Notes: 1, 2, 3, 6, 7	Y	
195	Sheet A3.02 Keyed Notes: 1, 2, 3, 6, 7	Y	
196	Sheet A3.03 Keyed Notes: 1, 2, 3, 6, 7	Y	
197	In areas of 2'x2' act where less than 4" of tile would be required to fill space to the wall, provide matching 2'x4' tile cut as required to fill space. Do not provide intervening tee grid.	Y	
198	Provide gypsum board control joints the full length of the ceiling at a max. of 30'-0" o.c.	Y	
199	All penetrations within fire rated ceilings are to be sealed with fire caulking to maintain the specified UL design. Contractor responsible for the penetration is responsible for the fire caulking installation.	Y	
200	Provide & Install ACT-1: Tegular Edge Tile w/ 15/16" Grid & GYP-01	Y	
201	Refer to Wall Details A6.01 & A6.2	Y	
202	Refer to Room Finish Schedule A10.01 & Finish Plans	Y	
203	09 77 00- Special Wall Surfacing	Y	
204	Provide Accoustical wall panels per plans	Y	
205	Refer to Reflected Ceiling Legend & Drawings	Y	

Kendall County Courthouse Office Renovations

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ADDENDUM NO. 1

BP#01: GENERAL TRADES		< Enter Company >	
		< Enter Contact >	
		< Enter Phone# >	
		< Enter Email or Fax# >	
206	099123- Interior Painting		
207	Provide PT-01,PT-02,PT-03,PT-04,PT-05 & PT-06		
208	Provide Epoxy Paint EP-01		
209	Refer to Room Finish Schedule A10.01 & Finish Plans		
210	Provide 1 prime and 2 finish coats for all walls to be painted		
211	All new mechanical ductwork and piping to be painted		
212	Exposed structure and any new unistrut to be painted. Do not paint insulation		
213	Gypsum board soffits are to be painted. All other gypsum board ceilings are to be painted		
214	Allowance for touch-ups on all doors and frames after hardware installation.		
215	Protection of MEP work from overspray including conduit wiring, cabling, piping, equipment etc.		
216	Do not paint items having complete factory finish with exception of items noted in the Room Finish Schedule		
217	Provide "WET PAINT" signs		
218	Refer to wall finish plans and paint schedules for paint colors		
DIVISION 10 Corner Guards			
219	Provide and install corner guards CG-01		
DIVISION 11 Equipment			
220	Sheet A2.01/ A2.02/A2.03/A2.04 Provide equipment FE1 per schedule		
221	Contractor to relocate existing Refrigerator provided by owner per A8.01		
222	75" monitor & bracket mounting equipment provided by owner per A8.01		
223	Refer to sheet A11.01 & A11.02 for Furniture & Equipment schedule & plans		
DIVISION 12 Furnishings			
224	123661.19 - Quartz Agglomerate Countertops, 123623.13 Plastic Laminate-Clad Countertops		
225	Provide and Install QZ-01, PLAM-01,PLAM-02,PLAM-03		
226	Provide and Install Plastic Laminate counter & backsplash		
227	Refer to Interior Finish Legend on Sheet A10.01 & A10.02		
228	Installation will occur according to the project phases		
229	Provide all colors and sizes according		
230	All fittings, hardware, anchors, shims, caulking and accessories required for a complete scope		
231	Provide all countertops supports per plans		
DIVISION 21 Fire Protection			
232	Refer to mechanical and fire protection drawings for coordination of diffusers, sprinkler heads, etc.		
233	Center sprinkler heads in true center of ceiling tiles, unless noted otherwise		
234	Sheet FP1.01 General Notes 1 through 13		
235	This contractor is responsible for "making safe" fire protection work for demolition by others. Disconnect, cap, and clearly mark mechanical fixtures or systems to be discarded with a green spray-painted "X" once they have been "made safe". Clearly mark systems to remain with red danger tape		
236	Remove sprinkler lines as required		
237	Furnish and Install any backflow preventors required by the Fire Protection system design		
238	Provide and install metal sprinkler cabinet, and provide spare parts and special tools as specified		
239	Reroute sprinkler lines as required		
240	Connect new sprinkler lines to existing		
241	Refer to arch reflected ceiling plans, mech plans, lighting plans, etc for coordination		

Kendall County Courthouse Office Renovations

807 W. John St. Yorkville, IL 60560

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ADDENDUM NO. 1

BP#01: GENERAL TRADES		< Enter Company >	
		< Enter Contact >	
		< Enter Phone# >	
		< Enter Email or Fax# >	
242	Verify locations of all piping within the scope prior to work	Y	
243	Coordinate with fire department as required	Y	
244	Provide all sprinkler heads including but not limited to up right heads, concealed heads, pennant heads, side hall heads, including guards and trims as required per contract documents. Coordinate sprinkler heads with the different ceiling types per the contract documents. Center all sprinkler heads in ceiling tiles unless other wise noted.	Y	
245	Provide permits for FP	Y	
246	Provide fire safe and fire caulk per a UL rated assemble at all wall and floor penetrations.	Y	
247	Furnish and install all necessary drains, inspector test connections, and fire department connections.	Y	
248	Provide all valves, alarms, supervisory devices, water flow indicators, flow and tamper switches and other associated equipment associated with fire protection work.	Y	
249	Provide trim rings at all wall and floor pipe penetrations after penetrations have been fire safe and fire caulked, as per contract documents.	Y	
250	Provide all cores, sleeves, and box outs for passage of piping thru walls and floors as required. Coordinate locations of all cores with other contractors prior to any core drilling. Any cutting or patching necessitated by this contractor's failure to properly locate and coordinate this work shall be at the expense of this contractor. Contractor to protect all floor openings left in floors for passage of sprinkler piping and other fire suppression items.	Y	
251	It is the responsibility of this contractor to determine exact testing requirements from all relevant authorities and provide all work required to meet and pass all tests.	Y	
252	Provide testing, balancing, commissioning requirements per the contract documents.	Y	
253	Provide in person owner training. All training to be recorded and submitted in a digital format.	Y	
DIVISION 22 Plumbing			
254	Provide and Install plumbing fixtures per plans	Y	
255	All accessories to conform to all accessibility codes, including the Illinois Accessibility Code (IAC) and ADA.	Y	
256	Refer to specification section for additional information regarding toilet accessories.	Y	
257	Provide fire-treated wood blocking in walls to adequately support toilet accessories.	Y	
258	Refer to accessory mounting height legend for mounting dimensions.	Y	
259	Refer to plumbing for all fixture types.	Y	
260	Refer to A8.01/ A8.02	Y	
261	Refer to P1.01 for scope and notes	Y	
262	Refer to P2.01 for plumbing schedules and diagrams	Y	
263	This contractor is responsible for "making safe" plumbing work for demolition by others. Disconnect, cap, and clearly mark plumbing fixtures or systems to be discarded with a green spray-painted "X" once they have been "made safe". Clearly mark systems to remain with red danger tape.	Y	
	Contractor to provide a \$2,500 allowance to repair sink in Public Eating Area.	Y	
DIVISION 23 HVAC			
264	Refer to mechanical and fire protection drawings for coordination of diffusers, sprinkler heads, etc.	Y	
265	Sheet M1.01 Mechanical Sheet Notes 1,2,3,4,5,6,7	Y	
266	Sheet M1.01 Keynotes 1,2,3,4,5,6,7	Y	
267	Existing Medium Pressure Suppl to Remain per M10.01 & M10.02	Y	
268	Sheet M1.02 Mechanical Sheet Notes 1,2,3,4,5,6	Y	
269	Sheet M1.02 Keynotes 1,2,3,4	Y	
270	Refer to M2.01 for Mechanical Schedules & Details	Y	

Kendall County Courthouse Office Renovations

807 W. John St. Yorkville, IL 60560

Job#: 24-1017



ADDENDUM NO. 1

BP#01: GENERAL TRADES		< Enter Company >	
		< Enter Contact >	
		< Enter Phone# >	
		< Enter Email or Fax# >	
271	Provide temporary heating as needed	Y	
272	Locate, identify, disconnect, and seal or cap utility services, mechanical systems, and electrical systems serving areas to be selectively demolished	Y	
273	Provide all access panels as required to access this Subcontractor's work for maintenance and repair. Access panel locations to be coordinated with and approved by the Architect before installation.	Y	
274	Firesafing, firecaulking, and firestopping for all penetrations of this Subcontractor's work. All penetrations through floor to be caulked with water proof sealant	Y	
275	All sawcutting, sleeves, and coring in order to complete this Subcontractors scope of work.	Y	
276	All required excavation, haul-off and backfill for all work associated with your scope.	Y	
277	All mechanical equipment per schedule including all remarks (notes) including, but not limited to, F's, CU's, MAU's, AC's HP's, UH's, LVR's, EBB's and EF's. Electric installations per electric subcontractor	Y	
278	All grills, registers, and diffusers. Coordination with ceiling types to provide proper frame	Y	
279	Insulation on all duct and pipe	Y	
280	This contractor is responsible for "making safe" mechanical work for demolition by others. Disconnect, cap, and clearly mark mechanical fixtures or systems to be discarded with a green spray-painted "X" once they have been "made safe". Clearly mark systems to remain with red danger tape	Y	
DIVISION 26 Electrical			
281	Refer to electrical drawings and specialty lighting drawings for light fixture information.	Y	
282	Refer to electrical drawings for coordination of exit signs, etc.	Y	
283	Refer to audio visual drawings for speaker locations, etc.	Y	
284	Provide and Install Light Fixtures per plans	Y	
285	Install Salvaged Light Fixture per plans	Y	
292	Refer to E2.01 for schedule & Notes	Y	
293	Provide all low voltage as per plans	Y	
294	Provide and install all electrical devices per E2.01	Y	
295	Refer to E2.02 for panel schedules	Y	
296	Provide Temporary Power as needed	Y	
297	Coordination with ComEd for procuring temporary services including infrastructure for Temp Services to the space	Y	
298	It is the electrical contractors to provide adequate support for all light fixtures based on the manufacturer's recommendations	Y	
299	Coordination and installation for fire alarm components including, but not limited to bells, flow switches, etc.	Y	
300	All saw cutting, sleeves, and coring in order to complete this Subcontractors scope of work.	Y	
301	Include fire caulking of your penetrations	Y	
302	Access Panels for your work	Y	
303	Provide in person owner training. All training to be recorded and submitted in a digital format.	Y	
304	Provide all testing, balancing, reports, commissioning as required.	Y	
General Conditions			
305	Provide full time site supervision for all trades.	Y	
306	Provide General Labor for Daily Clean up as Required Per Your Work	Y	
307	All public areas used for deliveries must be cleaned daily.	Y	
308	Provide Dumpsters throughout the project duration for all the Trades	Y	
309	Provide Final cleaning	Y	
310	Contractor to attend weekly status meetings and include all sub trades.	Y	
311	All employees/tradesmen will need to be screened with a background d check. There will not be a cost for this review.	Y	
312	All employees/tradesmen will park in a designated area.	Y	
313	The use of Tobacco products, the possession and use of Alcohol, Illegal Drugs and Firearms is not permitted on the campus.	Y	

Kendall County Courthouse Office Renovations

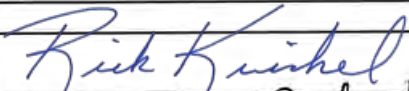
807 W. John St. Yorkville, IL 60560

Job#: 24-1017

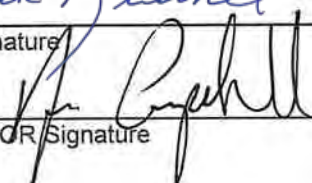


ADDENDUM NO. 1

BP#01: GENERAL TRADES		< Enter Company >	
		< Enter Contact >	
		< Enter Phone# >	
		< Enter Email or Fax# >	
Allowances		Inc.: Y / N	Cost
	Per Bid Form		
Alternates		Inc.: Y / N	Cost
	Per Bid Form		
Exclusions		Inc.: Y / N	Cost
Wage Rates (Attach or Fill out)		Unit Cost	Cost
	Include overhead & profit of 10%: Superintendent (Straight Time Time & a Half Double Time)		
	Include overhead & profit of 10%: Foreman (Straight Time Time & a Half Double Time)		
	Include overhead & profit of 10%: Journeyman (Straight Time Time & a Half Double Time)		
	General Labor Rate		
		Total Base Bid with Addendum	\$0
		Allowances	\$0
		Alternates	\$0
		Total Bid Including Allowances & Alternates	\$0
		Budget Amount	\$0
		Transfer To (-)/ From (+) Buyout	\$0



 A/E/CM Signature

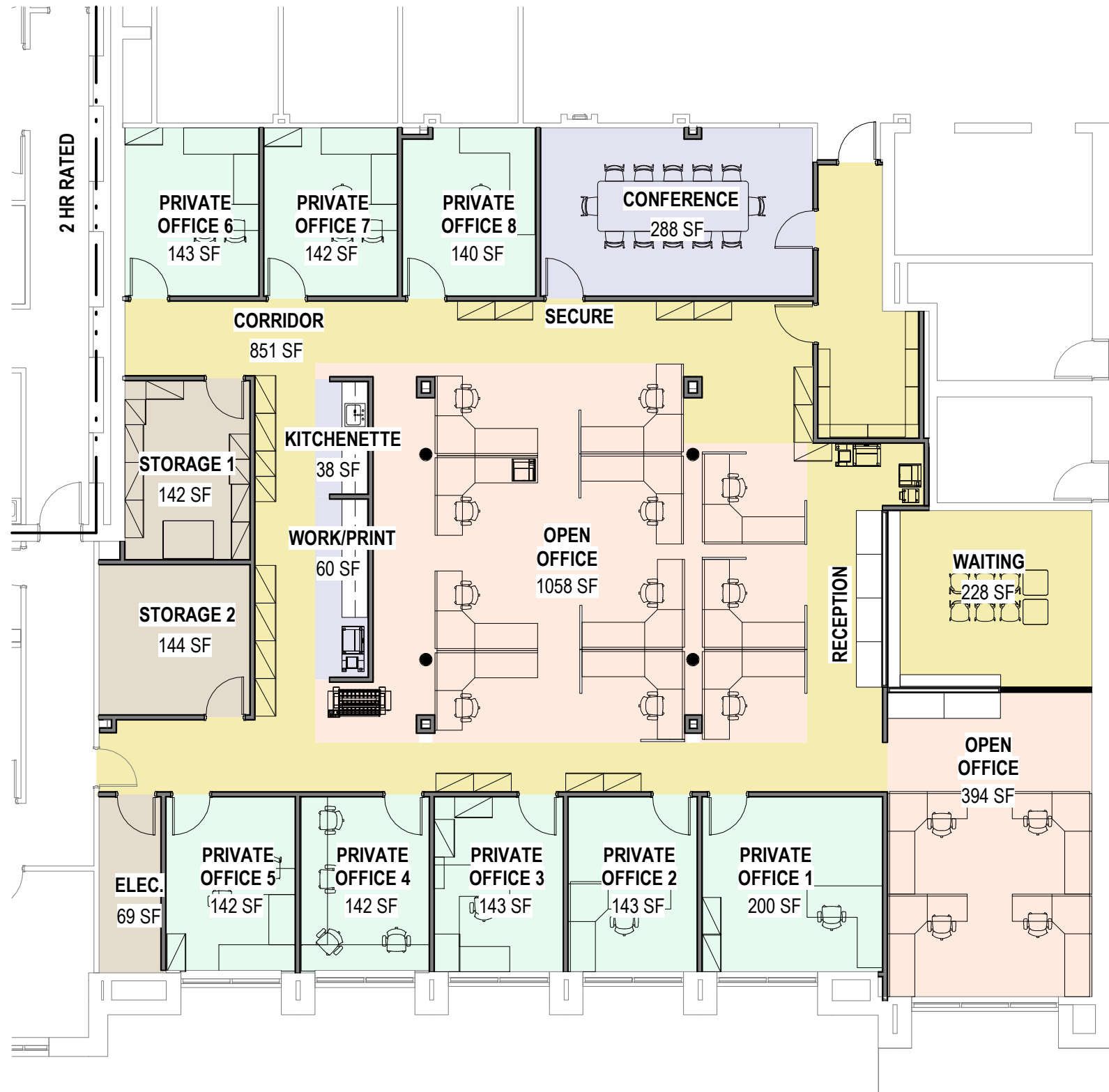


 CONTRACTOR Signature



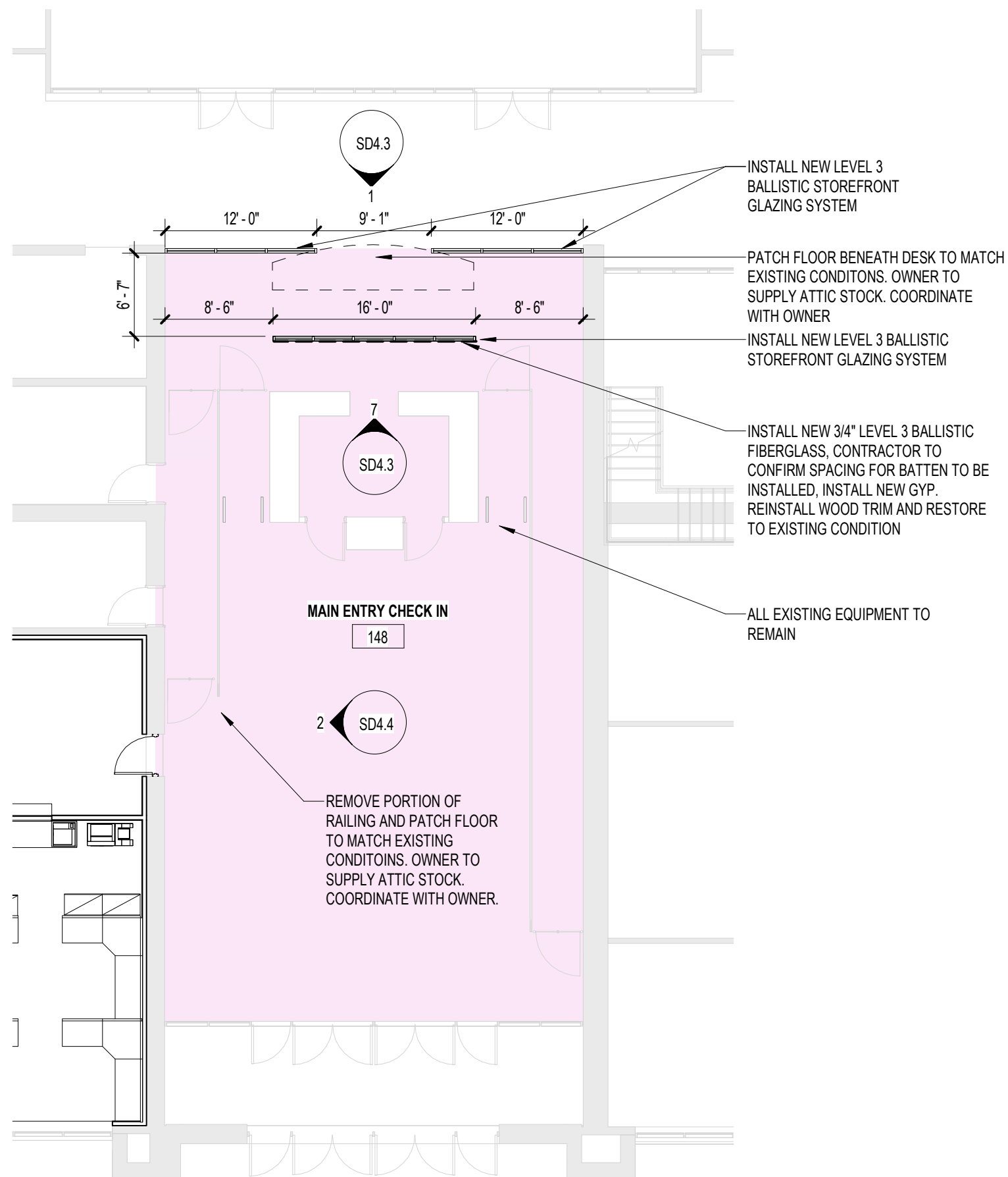
PUBLIC DEFENDER - EXISTING PLAN

WAITING	215 SF
SHARED SPACES OPEN OFFICE CONFERENCE BREAK ROOM WORK ROOM RECEPTION	1,339 SF
OFFICES PRIVATE OFFICES (7) FUTURE OFFICE (1)	1,066 SF
STORAGE	93 SF
TOTAL	2,713 SF



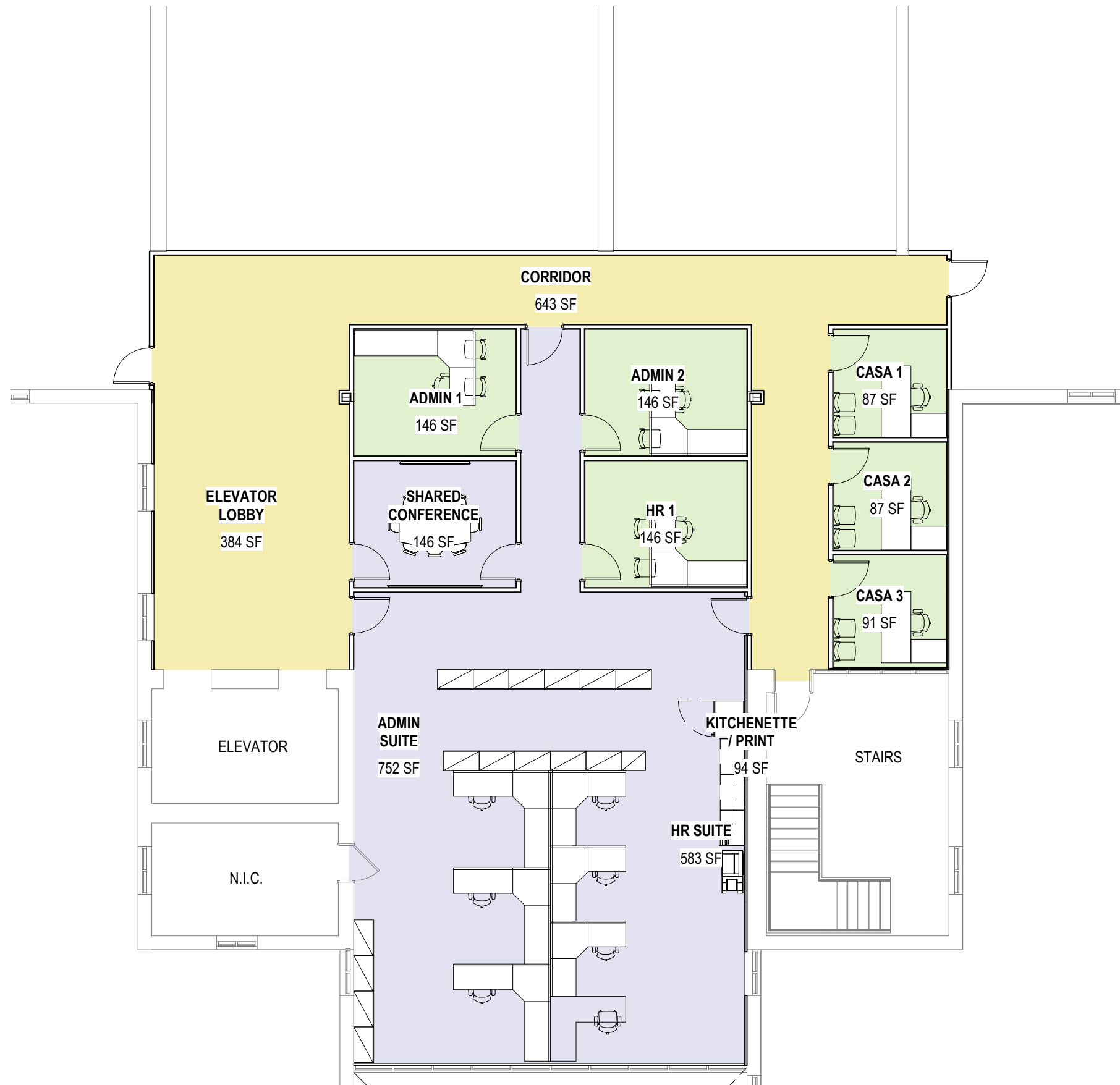
TEMPORARY BUILDOUT - PHASE 1

OPEN OFFICES	1,452 SF
OPEN OFFICE (15 CUBICLES)	
PRIVATE OFFICES	1,195 SF
OFFICES (8)	
SHARED SPACES	386 SF
CONFERENCE	
WORK/ PRINT	
KITCHENETTE	
SUPPORT SPACES	355 SF
STORAGE (2)	
ELECTRICAL	
CIRCULATION	1,181 SF
WAITING	
RECEPTION	
TOTAL	4,570 SF



1ST FLOOR - RENOVATION

	SHARED SPACES	2,015 SF
	ENTRY CHECK IN	
	TOTAL	2,015 SF



2ND FLOOR - RENOVATION

	SHARED SPACES	1,646 SF
	CONFERENCE ROOM (1)	
	OPEN WORK ROOM (1)	
	OPEN OFFICE SPACES (2)	
	KITCHENETTE /PRINT (1)	
	OFFICES	703 SF
	PRIVATE OFFICE (6)	
	CIRCULATION	262 SF
	CORRIDOR (1)	
	ELEVATOR LOBBY (1)	
	TOTAL	2,587 SF



Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 10/1/2024
Subject: Phase 1 Contingency Reduction #10
Prepared by: Dan G. Polvere
Department: Facilities Management

Action Requested:

Review & Approve Phase 1 Contingency Reduction #10

Board/Committee Review:

Committee of the Whole

Fiscal impact:

\$55,484 reduction of Phase 1 Contingency

Background and Discussion:

Contingency Reduction #10 includes:

- 1) extension of temporary heat timeframe for completion of interior finishes.
- 2) material & labor for pipe bollard covers to eliminate future maintenance.
- 3) soil undercuts required at planter bases due to improper soil bearing.
- 4) excavation & concrete work at fire station/back lot and ramp for certificate of occupancy, winter concrete costs.
- 5) window protection: sequencing to close-up building prior to masonry completion to avoid winter mason costs.
- 6) building scaffold around pre-installed equipment.
- 7) add tile to wet walls next to sinks in bathrooms.
- 8) service proposal for landscaping fall maintenance, watering, mowing.
- 9) additional sod around east side of the COB and premium time to complete landscaping.
- 10) reinspection fee for elevator due to fire service connection delay.
- 11) gate for ramp on north end of building.

The total request for Contingency Reduction #10 is \$55,484 with revised contract amounts as follows:

- Lite Construction: \$2,187,094 (\$ 5,301 increase)
- Plainfield Grading: \$ 633,904 (\$ 1,889 increase)
- Abbey Paving: \$ 369,906 (\$14,311 increase)
- Jimmy Z's Masonry \$ 584,947 (\$11,947 increase)
- TSI Commercial Flooring \$ 294,810 (\$ 5,141 increase)
- Twin Oaks Landscaping: \$ 101,534 (\$10,975 increase)
- Otis Elevator: \$ 97,193 (\$ 2,500 increase)
- O'Malley Welding: \$ 24,700 (\$ 3,420 increase)

The current available contingency is \$118,912.

Staff Recommendation:

Approve Contingency Reduction #10

Attachments:

Contingency Reduction #10

CONTINGENCY REDUCTION

Owner:
 Architect:
 Construction Manager:
 Contractor:
 Field:

PROJECT: Phase One New Office Building

CONTINGENCY REDUCTION #: CR-010

CLIENT: Kendall County
 111 W. Fox Street
 Yorkville, IL 60560

DATE: 9/19/2024
CONTRACT DATE:
PROJECT #: 221071

CONSTRUCTION

MANAGER: Cordogan Clark Consulting Services
 960 Ridgeway Avenue
 Aurora, IL 60506

The Contract is changed as follows:

- | | | |
|--|------------|-------------|
| 1. Lite Construction | | |
| #24 Extension of temporary heat for completion of interior finishes. | \$3,280.00 | |
| #25 Material & labor for pipe bollard covers to eliminate future maintenance. | \$2,021.00 | |
| New Contract Amount \$2,187,094.00 | | |
| 2. Plainfield Grading | | |
| Soil undercuts required at planter bases due to improper soil bearing. | \$1,889.00 | |
| New Contract Amount \$633,904.00 | | |
| 3. Abbey Paving | | |
| PR-19 Exavation & Concrete Work, Fire station back lot concrete required by City & winter concrete costs. | | \$14,311.00 |
| New Contract Amount \$369,906.00 | | |
| 4. JimmyZ Masonry | | |
| Window protection, sequencing to close up building prior to masonry completion to avoid winter mason costs | \$7,987.00 | |
| E elevation - build scaffold around pre-installed power units. | \$3,960.00 | |
| New Contract Amount \$584,947.00 | | |
| 5. TSI Commercial Flooring | | |
| #3 PR-22 Add tile for wet walls next to sinks in bathrooms. | \$5,141.00 | |
| New Contract Amount \$294,810.00 | | |
| 6. Twin Oaks Landscaping | | |
| Service proposal for fall maintenance, protection & mowing | \$6,000.00 | |
| Additional sod around east side of COB per request of Kendall County | \$2,625.00 | |
| Premium time to get landscaping finished for ribbon cutting. | \$2,350.00 | |
| New Contract Amount \$101,534.00 | | |
| 7. Otis Elevator | | |
| Reinspection fee due to fire service connection set up. | \$2,500.00 | |
| New Contract Amount \$97,193.00 | | |
| 8. O'Malley Welding & Fabricating | | |
| Gate for ramp on north end of new Kendall County Clerk building Fox & Route 47. | \$3,420.00 | |
| New Contract Amount \$24,700.00 | | |

SUB-TOTAL FOR CONTINGENCY REDUCTION: \$55,484.00

The Original Contingency was:	\$505,200.00
Net Change by previously authorized Contingency Reductions:	\$330,804.00
The Contingency prior to this reduction was:	\$174,396.00
The Contingency will be decreased by this reduction in the amount of:	\$55,484.00
The new Contingency with this reduction will be:	<u>\$118,912.00</u>
The Contract Time will be (increased) (decreased) (unchanged) by:	(0) days
The date of Substantial Completion as of the date of this Allowance Reduction, therefore is:	<u>unchanged.</u>

NOTE: This Allowance Reduction does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price that have been authorized by Construction Change Directive until cost and time have been agreed by both the Owner, Contractor & Construction Manager, in which case a Change Order is executed to supersede the Construction Change Directive

NOT VALID UNTIL SIGNED BY THE CONSTRUCTION MANAGER & OWNER:

CONSTRUCTION MANAGER:

Cordogan Clark Consulting Services, Inc.
 960 Ridgeway Avenue
 Aurora, IL 60505

By: _____

Date: _____

OWNER:

Kendall County
 111 W. Fox Street
 Yorkville, IL 60560

By: _____

Date: _____



Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 10/1/2024
Subject: Phase 1 Contingency Reduction #10B
Prepared by: Dan G. Polvere
Department: Facilities Management

Action Requested:

Review & Approve Phase 1 Contingency Reduction #10B

Board/Committee Review:

Committee of the Whole

Fiscal impact:

\$98,710 reduction of Phase 1 Contingency.

Background and Discussion:

Contingency Reduction #10B includes:

- 1) Installation of overhead door on the northside of the firehouse (including brick & glass block demo along with lintel, insulated door, and door-opener installation).
- 2) Removal of antenna and concrete slabs on north side of firehouse.
- 3) Installation of gate at the top of ADA ramp adjacent to firehouse.
- 4) Grading & new asphalt at loading dock area behind County Office Building #2.
- 5) 8' high black vinyl-coated chain link security fence with slats around loading dock area (with rolling gate at Route 47 and man-gate at firehouse).

The total request for Contingency Reduction #10B is \$ 98,710 with revised contract amounts as follows:

- Lite Construction: \$2,240,249 (\$ 53,155 increase: \$14,000 overhead door, \$5,000 antenna & slabs demo, \$34,155 fence & gate installation)
- O'Malley Welding \$ 28,200 (\$ 3,500 increase)
- Abbey Paving: \$ 411,961 (\$ 42,055 increase)

Following approval of contingency reduction #10B, \$ 20,202 would remain in Phase I contingency.

Staff Recommendation:

Review & Approve Contingency Reduction #10B

Attachments:

Contingency Reduction #10B

CONTINGENCY REDUCTION

Owner:
 Architect:
 Construction Manager:
 Contractor:
 Field:

PROJECT: Phase One New Office Building

CONTINGENCY REDUCTION #: CR-010B

CLIENT: Kendall County
 111 W. Fox Street
 Yorkville, IL 60560

DATE: 9/26/2024
CONTRACT DATE:
PROJECT #: 221071

CONSTRUCTION

MANAGER: Cordogan Clark Consulting Services
 960 Ridgeway Avenue
 Aurora, IL 60506

The Contract is changed as follows:

1. Lite Construction

Installation of overhead door on the northside of the firehouse (including brick & glass block demo along with lintel, insulated door, and door-opener installation).	\$14,000.00
Removal of antenna and concrete slabs on north side of firehouse.	\$5,000.00
8' high black vinyl-coated chain link security fence with slats around loading dock area.	\$34,155.00
New Contract Amount \$2,240,249.00	

2. Abbey Paving

Grading & new asphalt at loading dock area behind County Office Building #2	\$42,055.00
New Contract Amount \$411,961.00	

3. O'Malley Welding & Fabricating

Installation of gate at the top of ADA ramp adjacent to firehouse.	\$3,500.00
New Contract Amount \$24,700.00	

SUB-TOTAL FOR CONTINGENCY REDUCTION: \$98,710.00

The Original Contingency was:	\$505,200.00
Net Change by previously authorized Contingency Reductions:	\$386,288.00
The Contingency prior to this reduction was:	\$118,912.00
The Contingency will be decreased by this reduction in the amount of:	\$98,710.00
The new Contingency with this reduction will be:	<u>\$20,202.00</u>
The Contract Time will be (increased) (decreased) (unchanged) by:	(0) days
The date of Substantial Completion as of the date of this Allowance Reduction, therefore is:	<u>unchanged.</u>

NOTE: This Allowance Reduction does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price that have been authorized by Construction Change Directive until cost and time have been agreed by both the Owner, Contractor & Construction Manager, in which case a Change Order is executed to supersede the Construction Change Directive

NOT VALID UNTIL SIGNED BY THE CONSTRUCTION MANAGER & OWNER:

CONSTRUCTION MANAGER:

Cordogan Clark Consulting Services, Inc.
 960 Ridgeway Avenue
 Aurora, IL 60505

By: _____

Date: _____

OWNER:

Kendall County
 111 W. Fox Street
 Yorkville, IL 60560

By: _____

Date: _____



Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 10/1/2024
Subject: **Approval of the Kendall County Fiscal Year 2025 Tentative Budget**
Prepared by: **Latreese Caldwell, Deputy County Administrator**
Department: **Kendall County Administration**

Action Requested:

Approve the Kendall County Fiscal Year 2025 Tentative Budget

Board/Committee Review:

Finance and Budget Committee 9/26/24

Fiscal impact:

The Kendall County Fiscal Year 2025 Tentative Budget totals \$123,709,295 in requested expenditure.

Background and Discussion:

The \$124M Fiscal Year 2025 Tentative Budget captures funding requests for approximately 100 funds. The funding requests, made by Kendall County Departments and Offices, will fund operations, capital and debt service for FY25.

The Corporate Fund (General Fund) is the major operating fund for the County. In the Kendall County Fiscal Year 2025 Tentative Budget, the General Fund total requests are \$34,207,218, with a current deficit of (\$2,791,853). The Finance and Budget Committee will be working through the deficit to approve a balanced budget.

The County's Tentative Budget must be made conveniently available to public inspection and provided to the public at a public meeting at least fifteen (15) days prior to final action. The County intends to approve the final budget on November 6, 2024.

Staff Recommendation:

Approve the Kendall County Fiscal Year 2025 Tentative Budget

Attachments:

Kendall County Fiscal Year 2025 Tentative Budget