

**AUTHORIZING AN AGREEMENT WITH FERRARA CANDY COMPANY FOR THEIR
ROLE IN ECONOMIC DEVELOPMENT PROGRAM RESPONSIBILITIES.**

WHEREAS, the City of DeKalb (the "City") is a home rule unit of local government which may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, the State of Illinois requires the City and Ferrara Candy Company to enter into an Economic Development Program agreement in the form attached hereto and incorporated herein as Exhibit A (the "Agreement") in order to provide State funds for the City's widening and signalization improvements to the intersection of Illinois Route 23 and Gurler Road; and

WHEREAS, the City's corporate authorities find that approving the Agreement is in the City's best interests for the promotion of the public health, morals and welfare; and.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB,
ILLINOIS:**

SECTION 1: The City's corporate authorities approve the Agreement in the same form as Exhibit A attached hereto and incorporated herein, and further authorize and direct the Mayor to execute the Agreement and take all other acts which may be necessary to effectuate the Agreement.

SECTION 2: This resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such resolution should (a) contain terms contrary to the provision of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of DeKalb that to the extent that the terms of this resolution should be inconsistent with any non-preemptive state law, that this resolution shall supersede state law in that regard within its jurisdiction.

SECTION 3: This resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 13th day of September 2021 and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Morris, Larson, Smith, Perkins, McAdams, Verbic, Faivre, Barnes. Nay: None.




COHEN BARNES, Mayor

ATTEST:


Ruth A. Scott, Executive Assistant

EXHIBIT A
(The Economic Development Program Agreement with Ferrara Candy)

LOCAL AGENCY/COMPANY AGREEMENT

THIS AGREEMENT is made as of the 13th day of September, 2021 by and between the City of DeKalb, IL hereinafter called the LOCAL AGENCY and Ferrara Candy Company, hereinafter called the COMPANY.

WHEREAS, the LOCAL AGENCY is interested in expanding its economic base with the primary emphasis on creating and retaining jobs; and

WHEREAS, the LOCAL AGENCY entered into an agreement through City of DeKalb Resolution 2021-044 with the Illinois Department of Transportation, hereinafter called the STATE or IDOT, to implement an economic development program that significantly impacts upon the LOCAL AGENCY's economic base; and

WHEREAS, the COMPANY has proposed a project that will create and/or retain jobs, namely the widening and resurfacing of the Illinois 23 and Gurler Road intersection to provide left and right turn lanes for Illinois 23 northbound traffic; left turn lane for southbound traffic; left and right turn lanes for Gurler Road westbound traffic; and traffic signal installation, design, and construction engineering (collectively, the "Project"), thus providing a significant benefit to the LOCAL AGENCY's economic base; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. REPORTING REQUIREMENTS

- 1.1 As required by Public Act 93-552, the COMPANY is required to submit to the STATE an annual progress report of employment for five years from the date of the IDOT/Local Agency funding agreement.
- 1.2 The annual progress report shall consist of job classifications, wages, number of positions, and other pertinent information.
- 1.3 All annual employee progress reports will be completed on-line through the Department of Commerce and Economic Opportunity. The COMPANY will be notified by letter annually with instructions on how and when to fill out their annual report. This report will then be submitted electronically to IDOT.

II. REPRESENTATIONS AND WARRANTIES

2.1 Each party represents and warrants to the other that (a) it has the requisite power and authority to enter into this Agreement and to perform its respective obligations hereunder, (b) it is not subject to any restrictions (legal, contractual, or otherwise) which might prohibit it from complying with its obligations under this Agreement, and (c) its performance of its obligations under this Agreement shall be in compliance with all applicable laws.

2.2 LOCAL AGENCY represents and warrants to COMPANY that it (a) has the expertise, experience, skills, technical ability, and know-how to perform the services and its obligations hereunder, (b) any licenses, permissions, authorizations, permits, and other certifications needed to perform the services and its obligations hereunder, and (c) will ensure that the services to be provided in connection with the Project are performed in a workmanlike and

professional manner and in accordance with the highest standards and practices of the industry.

III. DEFAULT AND REMEDIES

- 3.1 The COMPANY shall make the investment in the Project which shall create and/or retain a minimum of 150 full-time jobs at the facility on or before December 31, 2025.
- 3.2 In the event the COMPANY fails to create and/or retain the requisite number of full-time jobs, or the COMPANY fails to comply with the reporting requirements herein, the COMPANY may be held in default. If declared in default, the COMPANY shall be put on suspension and shall be prohibited from completing any current or providing any future development assistance until the state receives proof that the recipient has come into compliance with the requirements of Public Act 93-552.
- 3.3 In the event the COMPANY is found in default as described herein, COMPANY shall be fully and solely responsible for any financial penalties imposed on the LOCAL AGENCY by the STATE pursuant to the agreement entered into as LOCAL AGENCY Resolution 2021-044; said agreement is attached as Appendix A.
- 3.4 Any such request for reimbursement of penalties shall include a copy of State documentation. Payments to offset penalties shall be remitted to appropriate party within 30 days of written request with supporting documentation.

IV. SERVICES

- 4.1 LOCAL AGENCY agrees to fully oversee and supervise the Project with an intent to manage and mitigate the costs of the Project.. All itemized project costs as bid are attached as Appendix B to this Agreement. LOCAL AGENCY agrees that COMPANY has no expertise or oversight in the Project and LOCAL AGENCY is fully responsible for ensuring the Project is completed timely and in a professional, workmanlike manner.
- 4.2 LOCAL AGENCY agrees to conduct bi-weekly conference calls with COMPANY to review the status and timeline of the Project, including reviewing fees incurred to date versus the total Project cost. LOCAL AGENCY shall provide COMPANY with invoices and any other documentation reasonably requested by COMPANY for the fees incurred in connection with the Project. If COMPANY requests any on-site meeting(s), including at the Project site, LOCAL AGENCY agrees to facilitate such meeting(s) as reasonably requested by COMPANY.
- 4.3 LOCAL AGENCY's Construction Contract, as shown in Appendix B, has the current completion dates:
 - 4.3.1 Pavement of the roads to be completed by November 30, 2021;
 - 4.3.2 New traffic signals to be erected by April 15, 2022; and
 - 4.3.3 Seeding to be finalized by April 15, 2022

- 4.4 LOCAL AGENCY shall, upon the remittance of final payment, release COMPANY from any further financial obligation with respect to the Project. LOCAL AGENCY agrees to summarize the final cost of the Project promptly after IDOT's confirmation of the completion of the Project. For purposes of this Agreement, the Project completion date shall be the date the final application for payment has been approved by the LOCAL AGENCY.

V. TERMINATION

- 5.1 This Agreement may be terminated at any time by written, mutual agreement of the parties.
- 5.2 This Agreement, and all further obligations of the parties hereunder, will terminate when the Project has been completed and when the COMPANY has satisfied its reporting obligations under Section 1.

VI. GENERAL PROVISIONS

- 6.1 Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be invalid under applicable law, such provision shall be ineffective to the extent of such invalidity without invalidating the remaining provisions of this Agreement.
- 6.2 This Agreement represents the full and complete agreement between the parties with respect to the matters addressed herein and there are no oral agreements or understandings between the parties.
- 6.3 This Agreement shall be construed in accordance with and governed by the law of the State of Illinois.
- 6.4 The headings contained herein are inserted for convenience only and shall not be deemed to have any substantive meaning.
- 6.5 This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both together shall be deemed to be one and the same Agreement. Electronically transmitted signatures shall be binding.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the date first written above.

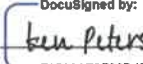
APPROVED BY

Company Name Ferrara Candy Company

Title Chief Finance Officer

Signature 
DocuSigned by:
27219638EA884FA...


Title Senior Director - Tax

Signature 
DocuSigned by:
F8509AE2F80D4E8...

Date 3/10/2022

ATTEST

Title Senior Legal Counsel, Sales & Operations

Signature 
DocuSigned by:
0AE4794F7C8D479...

APPROVED BY

City Of DeKalb

Title Mayor

Signature 

Date 9-13-2021

ATTEST

Title Executive Assistant

Signature 

APPENDIX A

See Attached

RESOLUTION 2021-044

PASSED: June 1, 2021

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR \$1,488,484.35 IN ECONOMIC DEVELOPMENT PROGRAM FUNDING TO IMPROVE THE INTERSECTION OF ILLINOIS ROUTE 23 AND GURLER ROAD, DEKALB, ILLINOIS.

WHEREAS, the City of DeKalb (the "City") is a home rule unit pursuant to Article VII, Section 6(a) of the 1970 Illinois Constitution and may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorizes intergovernmental cooperative agreements; and

WHEREAS, the City maintains and upgrades its street facilities; and

WHEREAS, the recent surge in industrial development along Gurler Road east of IL-23 has created a new traffic service demand for said intersection, including operational and safety improvements; and

WHEREAS, the State of Illinois offers funding to defray the cost to local municipalities of road improvements meeting service demands due to job-creating growth;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

SECTION 1: The City's corporate authorities approve the Intergovernmental Agreement (IGA) in the same or substantially similar form as Exhibit A attached hereto and incorporated herein, and further authorize and direct the Mayor to execute the IGA and the City Clerk to attest the IGA.

SECTION 2: The City's corporate authorities approve, authorize, and direct the City Engineer to be the City's designated Grant Recipient Authorized Designee/Representative, provide and file such information as may be required by the IGA, administer the FY2021 EDP grant funding, and allocate said grant funding pursuant to the plans and contract associated with the intersection improvements for IL-23/Gurler Road as approved by City Council.

SECTION 3: The City Clerk or Executive Assistant shall be authorized and directed to attest the Mayor's Signature and shall be effective thereupon, following execution as outlined in the preceding section.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 1st day of June 2021 and approved by me as Mayor on the same day by an 6-0-2 roll call vote as follows:

Morris: Absent
Larson: Aye
Smith: Aye
Perkins: Aye

McAdams: Aye
Verbic: Absent
Faivre: Aye
Barnes: Aye



Cohen Barnes
COHEN BARNES, Mayor

ATTEST:

Ruth A. Scott
RUTH A. SCOTT
Executive Assistant

Agreement No. **C-93-105-21** State Funded**INTER-GOVERNMENTAL GRANT AGREEMENT**

BETWEEN
THE STATE OF ILLINOIS, ILLINOIS DEPARTMENT OF TRANSPORTATION
AND
CITY OF DEKALB

The Illinois Department of Transportation (Grantor), with its principal office at
2300 South Dirksen Parkway, Springfield IL 62764
 and City of DeKalb (Grantee),
 with its principal office at 64 E. Lincoln Highway, DeKalb, IL 60115 and payment address (if
 different than principal office) at _____, hereby enter into this Inter-governmental Grant Agreement
 (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* Grantor and Grantee are
 collectively referred to herein as "Parties" or individually as a "Party."

PART ONE – THE UNIFORM TERMS
RECITALS

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

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

ARTICLE I
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. **DUNS Number; SAM Registration; Nature of Entity.** Under penalties of perjury, Grantee certifies
 that D31611213 is Grantee's correct DUNS Number, that N/A is Grantee's correct UEI, if applicable, that
866005843 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration
 and SAM registration. Grantee is doing business as a (check one):

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

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

1.2. Amount of Agreement. Grant Funds (check one) ☒ shall not exceed or ☐ are estimated to be \$ 1,488,848.35 of which \$ 0.00 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is Not Applicable, the federal awarding agency is Not Applicable, and the Federal Award date is Not Applicable. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is Not Applicable and Number is Not Applicable. The Catalog of State Financial Assistance (CSFA) Number is 894-00-0957. The State Award Identification Number is .

1.4. Term. This Agreement shall be effective on (upon execution) and shall expire on (See Exhibit E), unless terminated pursuant to this Agreement.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONAL BLANK

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

☐ Check if under \$250,000. If under \$250,000 the Secretary's signature may be delegated.

ILLINOIS DEPARTMENT OF TRANSPORTATION

By: 
Omer Osman, Acting Secretary

Date: 6/10/21

By: N/A
Signature of Designee (if applicable)

Date: _____

Printed Name: _____

Printed Title: _____

By: 
Yangsu Kim, Chief Counsel

Date: July 23, 2021

By: 
Joanne Woodworth, Acting Chief Fiscal Officer

Date: 7/29/21

By: N/A
Signature of Other Approver (if applicable)

Date: _____

Printed Name: _____

Printed Title: _____

CITY OF DEKALB

By: 
Signature of Authorized Representative

Date: 6-1-21

Printed Name: Cohen Barnes

Printed Title: Mayor

E-mail: Cohen.Barnes@cityofdekalb.com

By: 
Signature of Other Authorized Representative (if applicable)

Date: 6-1-21

Printed Name: Bill Nickles

Printed Title: City Manager

E-mail: bill.nickles@cityofdekalb.com

ARTICLE II REQUIRED REPRESENTATIONS

2.1. Standing and Authority. Grantee warrants that:

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

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

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

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

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

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

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

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.40(c)(1)(A).

2.5. Compliance with Registration Requirements. Grantee shall: (i) be registered with the federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable; and (v) have successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

ARTICLE III DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"FAIN" means the Federal Award Identification Number.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"State" means the state of Illinois.

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

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

"Unique Entity Identifier" or "UEI" means the unique identifier assigned to the Grantee by SAM.

ARTICLE IV PAYMENT

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

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

4.3. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. See 2 CFR 200.305; 44 Ill. Admin. Code Part 7000.

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

4.5. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to

the Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under Exhibit A may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.6. Interest.

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

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

4.7. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **PART TWO**, **PART THREE** or Exhibit C. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

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

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

ARTICLE V

SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

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

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

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

ARTICLE VI BUDGET

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

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

6.3. Discretionary Line Item Transfers. Unless prohibited from doing so in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b), transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

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

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

ARTICLE VII ALLOWABLE COSTS

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

7.2. Indirect Cost Rate Submission.

(a) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even

grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(d).

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

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

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

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

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

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

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

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

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

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.5).

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

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

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

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

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

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

7.7. **Federal Requirements.** All Awards, whether funded in whole or in part with either federal or State funds, are subject to federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

7.8. **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).

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

ARTICLE VIII REQUIRED CERTIFICATIONS

8.1. **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which

is a matter of record (30 ILCS 500/50-5).

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

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

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

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

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

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

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

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

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

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency 2 CFR 200.205(a), or by the State (*See* 30 ILCS 708/25(6)(G)).

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

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the

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

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

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

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

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

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

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

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

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

ARTICLE IX

CRIMINAL DISCLOSURE

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

ARTICLE X UNLAWFUL DISCRIMINATION

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

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

ARTICLE XI LOBBYING

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

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

Form, in accordance with its instructions.

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

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

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

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

ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

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

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

12.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply,

upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in PART TWO or PART THREE.

ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

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

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report no later than the due date specified in PART TWO or PART THREE following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343; 44 Ill. Admin. Code 7000.440(b).

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

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

ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit E must be reported quarterly, unless otherwise specified in PART TWO, PART THREE or Exhibit G. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.207, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit-based review of the application. In such cases, Grantor shall notify Grantee of same in Exhibit G. Pursuant to 2 CFR 200.328 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than the due date(s) specified in PART TWO or PART THREE. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1

et seq.

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, no later than the due date specified in **PART TWO** or **PART THREE** following the end of the period of performance or Agreement termination. See 2 CFR 200.343; 44 Ill. Admin. Code 7000.440(b)(1).

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

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

ARTICLE XV AUDIT REQUIREMENTS

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

15.2. Consolidated Year-End Financial Reports.

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

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

- (i) For Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the end of the Grantee's fiscal year or (b) 30 calendar days following completion of the audit; or
- (ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the end of Grantee's fiscal year.

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

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

(d) Consolidated Year-End Financial Reports must include an in relation to opinion from the report issuer on the financial statements included in the Consolidated Year-End Financial Report.

(e) Consolidated Year-End Financial Reports shall follow a format prescribed by Grantor.

15.3. Audit Requirements.

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

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

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

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

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

(iv) If Grantee does not meet the requirements in subsections 15.3(a) and 15.3(b)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

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

15.4. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, 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 Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.5. Delinquent Reports. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

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

ARTICLE XVI
TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

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

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

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

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

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

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to

object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341; 44 Ill. Admin. Code §§ 7000.80, 7000.260.

16.5. Effects of Suspension and Termination.

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

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination;
and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

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

**ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS**

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

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

17.3. Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds. 2 CFR 200.344; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

**ARTICLE XVIII
NOTICE OF CHANGE**

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, federal employer identification number (FEIN), DUNS Number, UEI, SAM registration status, Related Parties, or

address. *See* 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. **Failure to Provide Notification.** To the extent permitted by Illinois law, Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

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

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

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

ARTICLE XIX STRUCTURAL REORGANIZATION

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

ARTICLE XX AGREEMENTS WITH OTHER STATE AGENCIES

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

ARTICLE XXI CONFLICT OF INTEREST

21.1. **Required Disclosures.** Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 30 ILCS 708/35.

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the state of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13). 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, municipalities and units of local government and related entities. 2 CFR 200.64.

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

ARTICLE XXII EQUIPMENT OR PROPERTY

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

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

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

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

**ARTICLE XXIII
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

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

**ARTICLE XXIV
INSURANCE**

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

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

**ARTICLE XXV
LAWSUITS**

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

25.2. Liability. 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 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 shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXVI

MISCELLANEOUS

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

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

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

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

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

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

26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act 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.

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

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

26.10. Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable state and federal statutes, federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11. Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) shall control.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

26.13. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

26.14. Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.15. Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.17. Attorney Fees and Costs. 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, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

26.18. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final indirect cost rate adjustments and those funds obligated pursuant to ARTICLE XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.


THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT A**PROJECT DESCRIPTION**

CSFA Number: 494-00-0957

NOQA/SAIN Number:

GATA Registration Number: 671722

 Illinois Department of Transportation	Grantee		Day Labor		Grantee Administered	RR Force Account
	City of DeKalb		<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Section Number		Fund Type		ITEP, SRTS, or HSIP Number(s)		
20-00197-00-WR		EDP		N/A		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-93-105-21		D-93-071-21			

LocationLocal Name Gurler Rd Route FAU 5347 Length 0.01 (mi)Termini AT Illinois Rte 23Current Jurisdiction City of DeKalb / State of Illinois TIP Number n/a Existing Structure No n/a**PROJECT DESCRIPTION****(PROJECT is defined as the work proposed and financed by the terms of this Agreement)**

Widening and resurfacing of IL 23 and Gurler Rd intersection to provide left and right turn lanes for IL 23 northbound traffic and left turn lane for southbound traffic as well as left and right turn lanes for Gurler Rd westbound traffic. Also included are traffic signal installation, design and construction engineering.

EXHIBIT B
DELIVERABLES OR MILESTONES

As applicable, contracts or side agreements referenced below are identified with the same project identifying numbers as noted in Exhibit A.

Construction: Completion of construction activities as specified by the construction contract herein incorporated by reference.

Preliminary and Construction Engineering: Completion of engineering work as specified by the Grantee's engineering agreement herein incorporated by reference.

Right-of-Way: Preparation of right-of-way documents and/or purchase of right-of-way.

Utilities: Completion of utility relocation or adjustment as specified by the Grantee's agreement with the utility herein incorporated by reference.

Materials: Purchase and delivery of the materials specified by the material proposal herein incorporated by reference.

Railroads: Completion of railroad force account work, flagging, or other work specified by the Grantee's agreement with the railroad herein incorporated by reference.

EXHIBIT C

Division of Cost/Budget

Type of Work	State Funds			Grantee Funds			Totals
	Fund Type	Amount	%	Fund Type	Amount	%	
Participating Construction - Gurler Rd	EDP	109,254.76	50	LM	109,254.76	BAL	218,509.52
Participating Construction - IL 23	EDP	1,238,220.59	100	LM		BAL	1,238,220.59
Preliminary Engineering - Gurler Rd	EDP	4,125.00	50	LM	4,125.00	BAL	8,250.00
Construction Engineering - Gurler Rd	EDP	7,338.00	50	LM	7,338.00	BAL	14,676.00
Preliminary Engineering - IL 23	EDP	46,750.00	100	LM		BAL	46,750.00
Construction Engineering - IL 23	EDP	83,160.00	100	LM		BAL	83,160.00
Totals		1,488,848.35			120,717.76		1,609,566.11

The costs shown in the Division of Cost table are approximate and subject to change. The final **GRANTEE** share is dependent on final State participation. The actual costs will be used in the final division of cost for reimbursement.

NOTE: Check all that apply:

- ☒ The **GRANTOR** will reimburse the **GRANTEE** for eligible EDP construction and engineering costs of the project subject to a maximum of \$1,488,848.35.
- ☐ 80,000 lb Truck Access Road Program -There is available a lump sum amount of \$ to be applied solely to construction costs.
- ☐

Any remaining balance shall be the responsibility of the **GRANTEE** in the event state funds are not sufficient to cover the project costs.

Payment Method (check one):

- ☐ The **GRANTOR** will reimburse the **GRANTEE** for the **GRANTOR** share of project costs on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **GRANTEE**.
- ☒ Upon execution of the construction contract and request of payment from the **GRANTEE**, the **GRANTOR** will pay the **GRANTEE** 95% of its share of the project costs. The remaining 5% will be paid to the **GRANTEE** upon receipt of the final invoice.
- ☐

EXHIBIT D

CONTACT INFORMATION

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

GRANTOR CONTACT

Name: Lodd Smith

Title:

Address: 2300 South Dirksen Parkway, Room 308, Springfield IL 62674

Phone: 217-785-8643

TTY#:

Fax#:

E-mail Address: lodd.a.smith@illinois.gov

GRANTEE CONTACT

Name: Zachary Gill

Title: City Engineer

Address: 1216 Market Street, DeKalb IL 60115

Phone: 815-748-2331

TTY#:

Fax#:

E-mail Address: Zachary.Gill@cityofdekalb.com

Additional Information:

EXHIBIT E

PERFORMANCE MEASURES

For All Projects: The **GRANTEE** will submit to the **GRANTOR** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

The **GRANTEE** shall provide the final report to the appropriate **GRANTOR** district within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.

For Construction Projects: For Construction projects the period of performance (end date) is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement.

For Preliminary Engineering: For preliminary Engineering projects, the period of performance (end date) is ten (10) years from the execution date of the agreement.

For Right-of-Way Acquisition: For Right-of-Way projects the period of performance (end date) is fifteen (15) years from the execution date of the agreement.

For EDP Funds Only: The **GRANTEE** has entered into an economic development agreement with Ferrara Candy Company herein referred to as the "COMPANY". As required by Public Act 93-552, the COMPANY agrees to annually submit to the **GRANTOR** for a period of five complete calendar years from the execution of this Agreement, a progress report of employment. All annual progress reports will be completed on-line through the Department of Commerce and Economic Opportunity. The initial Employee Reporting Form and the agreement between the **GRANTEE** and the COMPANY delineating the reporting requirements shall be attached in Part Three.

It is mutually agreed that in the event of a default by the COMPANY on their commitment to create and/or retain jobs, the **GRANTOR** will seek reimbursement of the Economic Development funds provided for this project from the **GRANTEE**. This determination to seek reimbursement will be based on an evaluation of the information reported in the annual progress report of employment required above. Failure to submit the required employment report will be considered default on the COMPANY's commitment

EXHIBIT F

PERFORMANCE STANDARDS

Performance standards are contained herein and incorporated by reference:

The current Standard Specifications for Road and Bridge Construction

The current Supplemental Specifications and Recurring Special Provisions

The IDOT Bureau of Local Roads and Streets Manual

The IDOT Bureau of Construction Manual

The IDOT Project Procedures Guide

Other relevant IDOT policy manuals and guides that may govern the specific work contemplated by this Agreement

EXHIBIT G**SPECIFIC CONDITIONS**

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

ICQ Section:	03-Financial and Regulatory Reporting (2 CFR 200.327)
Conditions:	Requires more detailed reporting;
Risk Explanation:	Medium to high risk increases the likelihood that grant revenues and expenditures will be inaccurate that could result in misreporting, and an abusive environment.
How to Fix:	Implementation of new or enhanced system, mitigating controls or a combination of both.
Timeframe:	One year.
ICQ Section:	05-Cost Principles (2 CFR 200.400)
Conditions:	Requires additional prior approvals; Requires more detailed reporting; Requires monthly reporting;
Risk Explanation:	Medium to high risk increases the likelihood unallowable costs or services, audit findings and questioned costs that would be required to be return to the state and federal government.
How to Fix:	Implementation of additional controls for reviewing and approval expenditures.
Timeframe:	One year from the implementation of additional controls.
ICQ Section:	06-Audit (2 CFR 200.500)
Conditions:	Requires desk review of the status of implementation of corrective actions;
Risk Explanation:	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.
How to Fix:	Completion of corrective action plan implementation.
Timeframe:	When corrective action is complete.
ICQ Section:	11-Fraud, Waste and Abuse
Conditions:	Requires technical assistance including required training;
Risk Explanation:	Medium to high risk increases the likelihood of fraud, waste and abuse occurring and not being identified in the normal course of employees duties, also decreases the likelihood of employees or clients not reporting fraud, waste and abuse.
How to Fix:	Corrective action including implementing a fraud awareness program including information on how to report fraud, waste and abuse without fear of retaliation.
Timeframe:	One year after implementation of corrective action.

PART TWO – THE GRANTOR-SPECIFIC TERMS

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

AUDIT

Grantee shall permit, and shall require its contractors and auditors to permit, the Grantor, and any authorized agent of the Grantor, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the Grantee with regard to the Project. The Grantor may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout. Grantee agrees to implement any audit findings contained in the Grantor's authorized inspection or review, final audit, the Grantee's independent audit, or as a result of any duly authorized inspection or review

ETHICS

A. Code of Conduct

1. **Personal Conflict of Interest** – The Grantee shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the Grantee may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:
 - a. the employee, officer, board member, or agent;
 - b. any member of his or her immediate family;
 - c. his or her partner; or
 - d. an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that Grantee's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The Grantor may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Grantee or the locality relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the Grantee from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

2. **Organizational Conflict of Interest** – The Grantee will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or Grantee or impair the objectivity in performing the contract work.

DISPUTE RESOLUTION

In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the Grantor and the Grantee. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through proper administrative channels for a decision and ultimately, if necessary, to the Secretary of the Illinois Department of Transportation. The Grantor shall decide all claims, questions and disputes which are referred to it regarding the interpretation, prosecution and fulfillment of this Agreement. The Grantor's decision upon all claims, questions and disputes shall be final and conclusive.

PROCUREMENT PROCEDURES

Procurements shall follow procedures outlined in the Bureau of Local Roads and Streets Manual.

REPORTING.

Grantee agrees to submit periodic financial and performance reporting on the approved IDOT BoBS 2832 form. Grantee shall file Quarterly BoBS 2832 reports with Grantor describing the expenditure(s) of the funds and performance measures related thereto.

The first BoBS 2832 report shall cover the first reporting period after the effective date of the Agreement. Quarterly reports must be submitted no later than 30 calendar days following the period covered by the report.

For the purpose of reconciliation, the Grantee must submit a BoBS 2832 report for the period ending April 30, 2021 (Grantee's Fiscal Year End date).

A BoBS 2832 report marked as "Final Report" must be submitted to the Grantor 60 days after the end date of the Agreement. Failure to submit the required BoBS 2832 reports may cause a delay or suspension of funding.

THE GRANTEE AGREES:

1. It is mutually agreed that the project will be processed, let and constructed in accordance with Motor Fuel Tax standards, policies and procedures.
2. The **GRANTEE** agrees to retain jurisdiction and to maintain or cause to be maintained the completed project in a manner satisfactory to the **GRANTOR** unless otherwise specified by addendum.
3. To provide for all utility adjustments, and to regulate the use of the right-of-way of this Improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.

4. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
5. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
6. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
7. The **GRANTEE** will certify to the **GRANTOR** that all necessary right-of-way, temporary and permanent easements, and temporary use permits have been obtained or are not required, prior to the **GRANTEE** advertising for bids for the project.
8. To regulate parking and traffic in accordance with the approved project report.
9. To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
10. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
11. If the **GRANTEE** signature is by an appointed official, a resolution authorizing said appointed official to execute this agreement is required.
12. Upon approval of the final plans and specifications by the **GRANTOR** and the **GRANTEE**, the **GRANTEE** agrees to accept bids and award the contract to the lowest responsible bidder after receipt of a satisfactory bid and concurrence in the award has been received from the **GRANTOR**.
13. The **GRANTEE** agrees to provide, or cause to be provided, all of the initial funding necessary to complete the project subject to reimbursement by the **GRANTOR**.
14. The **GRANTEE** will submit supporting documentation with each request for reimbursement from the **GRANTOR**. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). **GRANTEE** invoice requests to the **GRANTOR** will be submitted with sequential invoice numbers by project.

THE GRANTOR AGREES:

1. (Day Labor) To authorize the **GRANTEE** to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the **GRANTEE** for that portion of the cost payable from

GRANTOR funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost in Exhibit C.

2. **(GRANTEE Administered Projects)** For agreements with **GRANTOR** funds in engineering, right-of-way, utility work and/or construction work:
 - (a) To reimburse the **GRANTEE** for the **GRANTOR** share on the basis of periodic billings within timeframes specified in Exhibit E, provided said billings contain sufficient cost information and show evidence of payment by the **GRANTEE**;
 - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **GRANTOR** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **GRANTOR**.

IT IS MUTUALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.

PART THREE – THE PROJECT-SPECIFIC TERMS

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

Attachments:

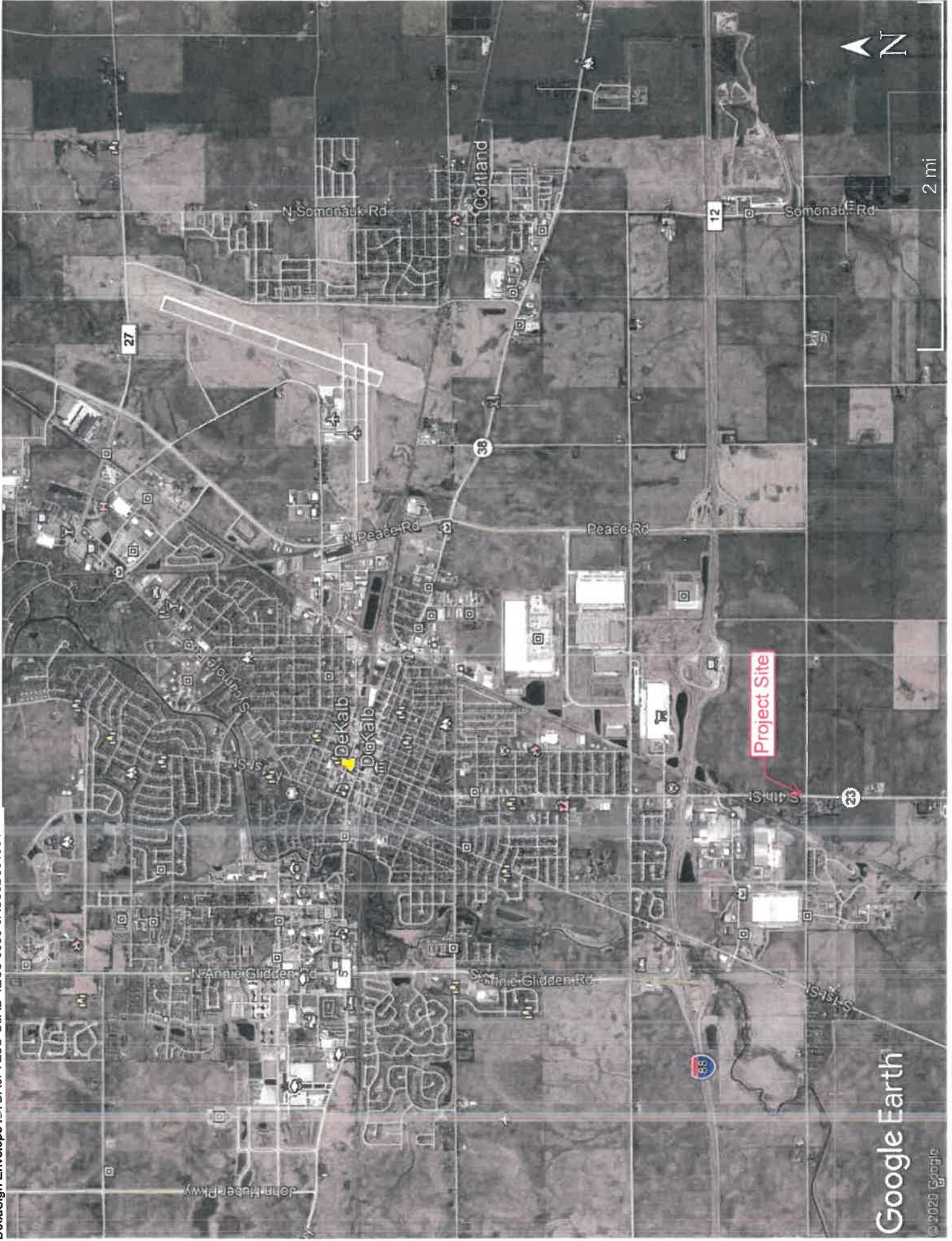
Location Map

Employment Reporting Form (*when EDP funds are used*)

Local Public Agency/Company Agreement (*when EDP funds are used*)

80,000 lb. Truck Access Resolution (*when TARP funds are used*)







Project Limits
(approximate)

400 ft



Google Earth

© 2020 Google

District #3

3.3.46



**Illinois Department
of Transportation**

**Economic Development Program
Employment Reporting - Initial Application**

Date of Application 8/22/2020

Application Tracking Number
(Assigned by IDOT)

C-93-105-21

COMPANY INFORMATION

Name of Company

Ferrara Candy Company

Chief Officer or Authorized Designee

Ken Peters

Title

Senior Director - Tax, Insurance & Real Estate

Address

404 W. Harrison Street Suite 650
Chicago, IL 60607

Phone Number

(773) 692-8259

E-mail Address
(required)

Ken.Peters@ferrarausa.com

FEIN Number

36-3331581

Standard Industrial Classification Number
(SIC #)

2064 - candy & other products

North American Industry Classification
System (NAICS)

311340 - nonchocolate manufacturing

Project Site

(City and Zip Code where employees
new or retained are to be located)

DeKalb Business Park DeKalb, IL 60115

SPONSOR INFORMATION

Sponsor (Unit of Government)

City of DeKalb IL

Contact Person

Zachary Gill

Title

City Engineer

Address

1218 Market Street
DeKalb, IL

Phone Number

815-748-2331

For information about IDOT's collection and use of confidential information review the department's Privacy Policy.

Number of Employees at the Time of Application

Job Classification	Hourly Wage Scales and/or Annual Salaries by Classification	Total Number of Positions	Permanent Full-Time	Part- Time	Temporary
General Labor	\$27040	38	38		
Janitorial	\$27040	9	9		
Sanitation Tech	\$31200	11	11		
QC Tech	\$33280	38	38		
Material Handler	\$35360	37	37		
Mechanic	\$52000	11	11		
G&A	\$60000	6	6		
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
TOTAL:		150	150	0	0

Number of Employees Agreed to be Created as the Result of Assistance

Job Classification	Hourly Wage Scales and/or Annual Salaries by Classification	Total Number of Positions	Permanent Full-Time	Part- Time	Temporary
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
TOTAL:		0	0	0	0

Note: The employee information should be for the specific site for which IDOT assistance was received.

Number of Employees Agreed to be Retained as the Result of Assistance

[illegible]

Note. The employee information should be for the specific site for which IDOT assistance was received

Amount of Economic Development Program Funds committed to this project from IDOT

\$ 1488,848.35

Starting Date of Assistance
(Execution date of Local Intergovernmental Agreement).

Renetta R. Peters

I, Renetta R. Peters As the Chief Officer (or authorized designee of the recipient) verify that the information in the progress report contains no knowing misrepresentation of material facts upon which eligibility for development assistance is based. I further certify that to the best of my knowledge, the recipient is in compliance with the development assistance agreement(s) between, or behalf of the recipient and the Illinois Department of Transportation.

Renetta R. Peters
Signature

6/23/2020
Date

SR. DIRECTOR - TAX, INSURANCE + REAL ESTATE
Title

Granting Body of Economic Development Program Funds: Illinois Department of Transportation
Director of Office of Planning and Programming
2300 South Dirksen Parkway
Springfield, Illinois 62764

Please mail form to: Illinois Department of Transportation
Bureau of Programming
Office of Planning and Programming, Rm. 307
2300 South Dirksen Parkway
Springfield, Illinois 62764
Attn: Economic Development Program
Phone (217) 762-0378



164 East Lincoln Highway
DeKalb, Illinois 60115
815.748.2000 • cityofdekalb.com

Steve Chery
IDOT Dist.3
Ottawa, IL

RE: C-93-105-21, DeKalb Gurler EDP

Mr. Chery,

The City is advancing the Local/Private Agreement aspect of the EDP award process in the format recommended by the Dept. In the City's best interests, we will have that document finalized and in place prior to award of any construction contract.

We understand the State/Local IGA for the grant funds may be advanced without that finalized document and ask that the Dept. please do so.

Should you have any questions, or desire additional information, please contact me at (815) 748-2331 or via email at Zachary.Gill@cityofdekalb.com. Thank you.

A handwritten signature in blue ink, appearing to read "Zachary Gill".

Zachary Gill, P.E.
City Engineer

APPENDIX B

See Attached



**Illinois Department
of Transportation**

**Local Public Agency
Formal Contract Proposal**



COVER SHEET

Proposal Submitted By:			
Contractor's Name			
Curran Contracting Company			
Contractor's Address		City	State Zip Code
286 Memorial Court		Crystal Lake	IL 60014

STATE OF ILLINOIS

Local Public Agency	County	Section Number
City of DeKalb	DeKalb	20-00197-00-WR

Route(s) (Street/Road Name)	Type of Funds
IL Route 23 and Gurler Road	EDP and Local

☐ Proposal Only ☐ Proposal and Plans ☒ Proposal only, plans are separate

Submitted/Approved
For Local Public Agency:

For a County and Road District Project	
Submitted/Approved	
Highway Commissioner Signature	Date
Submitted/Approved	
County Engineer/Superintendent of Highways	Date

For a Municipal Project	
Submitted/Approved/Passed	
Signature	Date
	8-13-21
Official Title	
City Engineer	

Department of Transportation	
Released for bid based on limited review	
Regional Engineer Signature	Date

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of DeKalb	DeKalb	20-00197-00-WR	IL Route 23 and Gurler Road

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of City of DeKalb Public Works

1216 Market Street until 2:00 PM on 08/30/21
 Address Time Date

Sealed proposals will be opened and read publicly at the office of City of DeKalb Public Works

1216 Market Street at 2:00 PM on 08/30/21
 Address Time Date

DESCRIPTION OF WORK

Location	Project Length
Intersection of IL-23 and Gurler Road, DeKalb, IL 60115	±0.51 miles

Proposed Improvement

Roadway improvements on +/- 0.33 miles of IL Route 23 and +/- 0.18 miles of Gurler Road to support a commercial/industrial facility with all associated placement, utilities, stormwater management and erosion control & stabilization measures.

1. Plans and proposal forms will be available in the office of

City of DeKalb Public Works - 1216 Market Street, DeKalb, Illinois 60115

Contractors may obtain copies of the Bidding Documents from Cross Rhodes Repro via their online portal:
<https://www.x-rhodesplanroom.com/jobs/public>

Contractor is responsible for the cost of making copies. Payments shall be made to Cross Rhodes Repro.

2. ☒ Prequalification

If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:

- Local Public Agency Formal Contract Proposal (BLR 12200)
- Schedule of Prices (BLR 12201)
- Proposal Bid Bond (BLR 12230) (if applicable)
- Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds.)
- Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.

8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for

opening proposals.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of DeKalb	DeKalb	20-00197-00-WR	IL Route 23 and Gurlier Road

PROPOSAL

1. Proposal of Curran Contracting Company

Contractor's Name

286 Memorial Court, Crystal Lake, IL 60014

Contractor's Address
2. The plans for the proposed work are those prepared by Jacob and Hefner Associates, inc. & Kimley-Horn Associates Inc. and approved by the Department of Transportation on _____
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the " Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
- * 5. The undersigned agrees to complete the work within _____ working days or by 11/30/21 unless additional time is granted in accordance with the specifications.
6. The successful bidder at the time of execution of the contract will _____ be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.
7. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.
8. The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.
9. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.
10. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will _____ be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: _____ Treasurer of The City of DeKalb
The amount of the check is _____ (_____).

*Some work shall be exempted from the completion date, and shall instead be completed no later than April 15, 2022. Such exempted work shall include earthwork and drainage improvements outside of the roadbed and its supporting sub-grade, and final signalization. Other reasonable schedule adjustments may be requested of the Owner, allowed at their sole discretion, during the project as conditions present themselves.

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number _____

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of DeKalb	DeKalb	20-00197-00-WR	IL Route 23 and Gurler Road

CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense, or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State of Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of DeKalb	DeKalb	20-00197-00-WR	IL Route 23 and Gurler Road

SIGNATURES

(If an individual)

Signature of Bidder	Date	
Business Address		
City	State	Zip Code

(If a partnership)

Firm Name		
Signature	Date	
Title		
Business Address		
City	State	Zip Code

Insert the Names and Addresses of all Partners

--

(If a corporation)



Corporate Name		
Curran Contracting Company		
Signature	Date	
<i>Scott Hanson</i>	August 23, 2021	
Title		
Scott Hanson, Vice President		
Business Address		
286 Memorial Court		
City	State	Zip Code
Crystal Lake	IL	60014

Insert Names of Officers

President
Rick Noe

Secretary

Catherine C. Curran

Treasurer

Todd Gierke

Attest

A handwritten signature in cursive script, appearing to read "Kim Boppre", is written over a rectangular box.

Assistant Secretary



**Illinois Department
of Transportation**

Schedule of Prices

**Contractor's Name**

CURRAN CONTRACTING COMPANY

Contractor's Address

286 MEMORIAL COURT

City

CRYSTAL LAKE

State

IL

Zip Code

60014

Local Public Agency

City of DeKalb

County

DeKalb

Section Number

20-00197-00-WR

Route(s) (Street/Road Name)

IL Route 23 and Gurier Road

Schedule for Multiple Bids

Schedule for Multiple Exams		
Combination Letter	Sections Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications.)

Item Number	Items	Unit	Quantity	Unit Price	Total
	See Next doc. for Civil Qtys.			\$	1,305,294.73
	See Next doc. for Signal Qtys.			\$	431,124.64
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
	Bidder's Total Proposal			\$	1,736,419.37

1. Each pay item should have a unit price and a total price.
2. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
4. A bid may be declared unacceptable if neither a unit price or total price is shown.



JACOB & HEFNER ASSOCIATES

1333 Butterfield Road, Suite 300
Downers Grove, IL 60515
P 630-652-4600
F 630-652-4601

Property: IL Route 23 & Gurler Road Improvements
DeKalb, IL

JHA Project #: D4601

Bidder Name: Curran Contracting Company

Date: 8/30/2021

Base Bid: We, as contractor, having familiarized ourselves with local conditions affecting the work and with the bidding documents, hereby propose to furnish all equipment, materials, labor, and utilities necessary for the scope of work as presented in the plans titled:
Plans for Proposed Intersection Improvement and Traffic Signal Installation for IL Route 23 at Gurler Road, dated 8/13/21

SUMMARY OF QUANTITIES - CIVIL COSTS

PAY CODE	DESCRIPTION	UNITS	QUANTITY	UNIT COST	COST
20200100	EARTH EXCAVATION (STRUCTURAL MATERIAL CUT TO FILL)	CU YD	1.308	\$ 80.00	\$ 104,640.00
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL (TOPSOIL EXPORT)	CU YD	2.799	\$ 0.01	\$ 27.99
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL (ALLOWANCE)	CU YD	254	\$ 30.00	\$ 7,620.00
20400800	FURNISHED EXCAVATION (STRUCTURAL MATERIAL IMPORT & FILL)	CU YD	13.087	\$ 0.01	\$ 130.87
20800150	TRENCH BACKFILL	CU YD	709	\$ 0.01	\$ 7.09
21101505	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	3.660	\$ 8.25	\$ 30,195.00
25000210	SEEDING, CLASS 2A	AC	5	\$ 330.00	\$ 1,650.00
25100630	EROSION CONTROL BLANKET (NAG SC150 OR APPROVED EQUAL)	SQ YD	21.957	\$ 1.70	\$ 37,326.90
25100900	TURF REINFORCEMENT MAT (NAG SC 250 OR APPROVED EQUAL)	SQ YD	325	\$ 12.50	\$ 4,062.50
28000305	TEMPORARY DITCH CHECKS	FOOT	375	\$ 10.98	\$ 4,117.50
28000400	PERIMETER EROSION BARRIER (SILT FENCE)	FOOT	6,037	\$ 1.85	\$ 11,772.15
28000500	INLET AND PIPE PROTECTION (CULVERT PROTECTION)	EACH	16	\$ 160.00	\$ 2,560.00
28000510	INLET FILTERS (INLET PROTECTION)	EACH	4	\$ 175.00	\$ 700.00
28100105	STONE RIPRAP CLASS A3	SQ YD	62	\$ 23.05	\$ 1,429.10
30300001	*AGGREGATE SUBGRADE IMPROVEMENT TO REPLACE ANY UNSUITABLE MATERIAL TO BE REMOVED (CONTRACTOR TO PROVIDE UNIT COST IF NEEDED)	CU YD	1	\$ 50.00	\$ 50.00
31100300	SUBBASE GRANULAR MATERIAL, TYPE A 4"	SQ YD	8,613	\$ 6.78	\$ 58,396.14
35101100	AGGREGATE BASE COURSE, TYPE A 12"	SQ YD	542	\$ 22.00	\$ 11,924.00
35501316	HOT-MIX ASPHALT BASE COURSE, 8"	SQ YD	5,907	\$ 31.00	\$ 180,017.00
40200900	*AGGREGATE SURFACE COURSE, TYPE B	CU YD	85	\$ 65.82	\$ 5,594.70
40600275	BITUMINOUS MATERIALS (PRIME COAT)	POUND	20,598	\$ 0.01	\$ 205.98
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	6,489	\$ 0.01	\$ 64.89
40602970	HOT-MIX ASPHALT BINDER COURSE, IL-9.5FG, N70	TON	186	\$ 92.00	\$ 17,112.00
40603085	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70	TON	1,476	\$ 76.00	\$ 112,176.00
40604062	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N70	TON	1,662	\$ 76.00	\$ 126,312.00
44000100	PAVEMENT REMOVAL	SQ YD	318	\$ 22.00	\$ 6,996.00
44000155	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2"	SQ YD	5,317	\$ 2.75	\$ 14,621.75
44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	584	\$ 13.44	\$ 9,192.96
44004250	PAVED SHOULDER REMOVAL	SQ YD	4,102	\$ 14.00	\$ 57,428.00
44213200	SAWCUT EXISTING PAVEMENT	FOOT	5,207	\$ 3.00	\$ 15,621.00
48100500	AGGREGATE SHOULDERS, TYPE A 6"	SQ YD	501	\$ 14.00	\$ 7,014.00
50104400	CONCRETE HEADWALL REMOVAL	EACH	2	\$ 2,820.00	\$ 5,640.00
50105220	PIPE CULVERT REMOVAL	FOOT	479	\$ 23.50	\$ 11,256.50
542A0217	PIPE CULVERTS, CLASS A, TYPE 1, 12" (RCP)	FOOT	159	\$ 45.12	\$ 7,174.08
542A0220	PIPE CULVERTS, CLASS A, TYPE 1, 15" (RCP)	FOOT	221	\$ 48.08	\$ 10,729.28
542A0223	PIPE CULVERTS, CLASS A, TYPE 1, 18" (RCP)	FOOT	55	\$ 47.80	\$ 2,585.00



JACOB & HEFNER ASSOCIATES

1333 Butterfield Road, Suite 300
Downers Grove, IL 60515
P 630-652-4600
F 630-652-4601

PAY CODE	DESCRIPTION	UNITS	QUANTITY	UNIT COST	COST
542A0229	PIPE CULVERTS, CLASS A, TYPE 1, 24" (RCP)	FOOT	88	\$ 77.58	\$ 7,553.84
542A0235	PIPE CULVERTS, CLASS A, TYPE 1, 30" (RCP)	FOOT	48	\$ 333.70	\$ 16,017.80
542A5473	PIPE CULVERTS, CLASS A, TYPE 1 EQUIVALENT ROUND-SIZE 18" (RCP)	FOOT	111	\$ 58.28	\$ 6,469.08
542C0229	PIPE CULVERTS, CLASS C, TYPE 1, 24" (CMP)	FOOT	78	\$ 77.08	\$ 6,012.24
542C5470	PIPE CULVERTS, CLASS C, TYPE 1 EQUIVALENT ROUND-SIZE 15" (CMP)	FOOT	113	\$ 56.40	\$ 6,373.20
54213450	END SECTIONS, 15"	EACH	6	\$ 2,068.00	\$ 12,408.00
54213453	END SECTIONS, 18"	EACH	1	\$ 2,538.00	\$ 2,538.00
54213657	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 12"	EACH	3	\$ 1,692.00	\$ 5,076.00
54213660	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 15"	EACH	4	\$ 1,786.00	\$ 7,144.00
54213669	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 24"	EACH	2	\$ 2,068.00	\$ 4,136.00
54214293	END SECTIONS, EQUIVALENT ROUND-SIZE 18"	EACH	6	\$ 3,088.00	\$ 18,528.00
	*GRATING FOR CONCRETE FLARED END SECTION 12"	EACH	3	\$ 0.01	\$ 0.03
54247124	GRATING FOR CONCRETE FLARED END SECTION 15"	EACH	4	\$ 0.01	\$ 0.04
54247130	GRATING FOR CONCRETE FLARED END SECTION 24"	EACH	2	\$ 0.01	\$ 0.02
54262724	METAL FLARED END SECTIONS 24"	EACH	2	\$ 591.00	\$ 1,182.00
54262815	METAL FLARED END SECTIONS, EQUIVALENT ROUND-SIZE 15"	EACH	4	\$ 471.00	\$ 1,884.00
550A0380	STORM SEWERS, CLASS A, TYPE 2 18"	FOOT	199	\$ 47.94	\$ 9,540.06
55100500	STORM SEWER REMOVAL 12" (12" CLAY DRAINTILE)	FOOT	37	\$ 23.50	\$ 869.50
56400300	*FIRE HYDRANTS TO BE ADJUSTED	EACH	1	\$ 2,762.00	\$ 2,762.00
60200805	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 8 GRATE	EACH	1	\$ 3,008.00	\$ 3,008.00
60218400	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	\$ 2,258.00	\$ 2,258.00
60221100	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	\$ 2,914.00	\$ 2,914.00
60255500	MANHOLES TO BE ADJUSTED	EACH	1	\$ 846.00	\$ 846.00
60500060	REMOVE INLETS	EACH	1	\$ 1,598.00	\$ 1,598.00
67100100	*MOBILIZATION	LSUM	1	\$ 125,550.00	\$ 125,550.00
70100460	TRAFFIC CONTROL AND PROTECTION, STANDARD 701201	LSUM	1	\$ 1.00	\$ 1.00
70100460	TRAFFIC CONTROL AND PROTECTION, STANDARD 701306	LSUM	1	\$ 1.00	\$ 1.00
70100500	TRAFFIC CONTROL AND PROTECTION, STANDARD 701326	LSUM	1	\$ 1.00	\$ 1.00
70102620	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	LSUM	1	\$ 500.00	\$ 500.00
70102622	TRAFFIC CONTROL AND PROTECTION, STANDARD 701502	LSUM	1	\$ 1.00	\$ 1.00
70102635	TRAFFIC CONTROL AND PROTECTION, STANDARD 701701	LSUM	1	\$ 1.00	\$ 1.00
70300904	*PAVEMENT MARKING TAPE, TYPE IV 4"	FOOT	12,661	\$ 1.00	\$ 12,661.00
70300924	*PAVEMENT MARKING TAPE, TYPE IV 24"	FOOT	20	\$ 7.00	\$ 140.00
72000100	SIGN PANEL - TYPE 1	SQ FT	79	\$ 20.00	\$ 1,580.00
72000200	SIGN PANEL - TYPE 2	SQ FT	65	\$ 32.00	\$ 2,080.00
72300100	INSTALL EXISTING SIGN PANEL	SQ FT	2	\$ 85.00	\$ 170.00
72400100	REMOVE SIGN PANEL ASSEMBLY - TYPE A	EACH	5	\$ 50.00	\$ 250.00
72400310	REMOVE SIGN PANEL - TYPE 1	SQ FT	23	\$ 15.00	\$ 345.00
72400500	RELOCATE SIGN PANEL ASSEMBLY - TYPE A	EACH	3	\$ 100.00	\$ 300.00
72400600	RELOCATE SIGN PANEL ASSEMBLY - TYPE B	EACH	1	\$ 150.00	\$ 150.00
73000100	WOOD SIGN SUPPORT	FOOT	252	\$ 36.00	\$ 9,072.00
78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	211	\$ 4.50	\$ 949.50
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	1,148	\$ 1.20	\$ 1,375.20
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	403	\$ 3.85	\$ 1,551.55



JACOB & HEFNER ASSOCIATES

1333 Butterfield Road, Suite 300
Downers Grove, IL 60515
P 630-652-4600
F 630-652-4601

PAY CODE	DESCRIPTION	UNITS	QUANTITY	UNIT COST	COST
78003180	PERFORMED PLASTIC PAVEMENT MARKING, TYPE B - 24" (GROOVED)	FOOT	107	\$ 82.60	\$ 8,838.20
78100100	RAISED REFLECTIVE PAVEMENT MARKER	EACH	119	\$ 66.50	\$ 7,951.10
78300200	RAISED REFLECTIVE PAVEMENT MARKER REMOVAL	EACH	35	\$ 15.00	\$ 525.00
78300201	PAVEMENT MARKING REMOVAL - GRINDING	SQ FT	1,303	\$ 0.50	\$ 1,172.70
78300202	PAVEMENT MARKING REMOVAL - WATER BLASTING	SQ FT	483	\$ 4.25	\$ 2,052.75
X0322936	*REMOVE EXISTING FLARE END SECTION	EACH	24	\$ 141.00	\$ 3,384.00
X0326806	*WASHOUT BASIN	LSUM	1	\$ 1,331.79	\$ 1,331.79
X0327301	*RELOCATE EXISTING MAILBOX	EACH	12	\$ 474.53	\$ 5,694.36
X0327366	*TEMPORARY AGGREGATE WEDGE	TON	13	\$ 16.00	\$ 208.00
	*CONCRETE COLLARS	EACH	4	\$ 470.00	\$ 1,880.00
X1700063	*CONCRETE HEADWALL (SPECIAL)	EACH	2	\$ 8,500.00	\$ 17,000.00
X2200020	*FENCE REMOVAL AND REINSTALLATION	FOOT	130	\$ 87.76	\$ 11,408.80
X2700017	*GROOVED THERMOPLASTIC PAVEMENT MARKING - 4"	FOOT	14,938	\$ 1.30	\$ 19,419.40
X2700018	*GROOVED THERMOPLASTIC PAVEMENT MARKING - 6"	FOOT	253	\$ 1.85	\$ 493.35
	*GROOVED THERMOPLASTIC PAVEMENT MARKING - 8"	FOOT	1,458	\$ 2.60	\$ 3,790.80
X4810200	*AGGREGATE SHOULDER REMOVAL	CU YD	1,019	\$ 5.18	\$ 5,288.61
X7010216	*TRAFFIC CONTROL AND PROTECTION (SPECIAL)	LSUM	1	\$ 15,295.00	\$ 15,295.00
X7030005	*TEMPORARY PAVEMENT MARKING REMOVAL	SQ FT	5,609	\$ 0.30	\$ 1,682.70
Z0019500	*DRYWELL	EACH	1	\$ 1,880.00	\$ 1,880.00
Z0029602	*TEMPORARY SIGNING	EACH	20	\$ 150.00	\$ 3,000.00
Z0030850	*TEMPORARY INFORMATION SIGNING	SQ FT	84	\$ 14.00	\$ 1,176.00
Z0033700	*LONGITUDINAL JOINT SEALANT	FOOT	9,395	\$ 2.25	\$ 21,138.75
	*24" HDPE N-12 PIPE	FOOT	385	\$ 73.32	\$ 28,228.20
	*REESTABLISH EXISTING BENCHMARK	EACH	1	\$ 750.00	\$ 750.00
	*FENCE POST REMOVAL	EACH	1	\$ 100.00	\$ 100.00
CIVIL COSTS =					\$ 1,305,294.73

SUMMARY OF QUANTITIES - SIGNAL COSTS

PAY CODE	DESCRIPTION	UNITS	QUANTITY	UNIT COST	COST
70106800	CHANGEABLE MESSAGE SIGN	CAL MO	1	\$ 850.00	\$ 850.00
72000100	SIGN PANEL - TYPE 1	SQ FT	73	\$ 32.00	\$ 2,336.00
80500010	SERVICE INSTALLATION - GROUND MOUNTED	EACH	1	\$ 2,150.00	\$ 2,150.00
81028170	UNDERGROUND CONDUIT, GALVANIZED STEEL, 1 1/4" DIA.	FOOT	12	\$ 23.70	\$ 284.40
81028240	UNDERGROUND CONDUIT, GALVANIZED STEEL, 4" DIA.	FOOT	307	\$ 59.50	\$ 18,266.50
81028340	UNDERGROUND CONDUIT, PVC, 1 1/2" DIA.	FOOT	735	\$ 16.75	\$ 12,311.25
81028350	UNDERGROUND CONDUIT, PVC, 2" DIA.	FOOT	29	\$ 28.50	\$ 838.10
81028370	UNDERGROUND CONDUIT, PVC, 3" DIA.	FOOT	150	\$ 33.90	\$ 5,085.00
81028390	UNDERGROUND CONDUIT, PVC, 4" DIA.	FOOT	4	\$ 58.20	\$ 232.80
81400700	HANDHOLE, PORTLAND CEMENT CONCRETE	EACH	4	\$ 2,270.00	\$ 9,080.00
81400720	DOUBLE HANDHOLE, PORTLAND CEMENT CONCRETE	EACH	1	\$ 3,500.00	\$ 3,500.00
81702110	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 10	FOOT	2780	\$ 1.10	\$ 2,970.00
81702450	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 3-1/C NO. 10	FOOT	889.5	\$ 2.50	\$ 2,223.75
82102250	LUMINAIRE, LED, ROADWAY, OUTPUT DESIGNATION G	EACH	4	\$ 765.00	\$ 3,060.00
86200101	UNINTERRUPTIBLE POWER SUPPLY	EACH	1	\$ 5,850.00	\$ 5,850.00
87301225	ELECTRIC CABLE IN CONDUIT, SIGNAL NO. 14 3C	FOOT	603	\$ 1.39	\$ 838.17



JACOB & HEFNER ASSOCIATES

1333 Butterfield Road, Suite 300
Downers Grove, IL 60515
P 630-652-4600
F 630-652-4601

PAY CODE	DESCRIPTION	UNITS	QUANTITY	UNIT COST	COST
87301245	ELECTRIC CABLE IN CONDUIT, SIGNAL NO. 14 5C	FOOT	1947.5	\$ 1.52	\$ 2,980.20
87301255	ELECTRIC CABLE IN CONDUIT, SIGNAL NO. 14 7C	FOOT	2440.5	\$ 1.69	\$ 4,124.45
87301805	ELECTRIC CABLE IN CONDUIT, SERVICE, NO. 6 2 C	FOOT	57	\$ 2.90	\$ 165.30
87301900	ELECTRIC CABLE IN CONDUIT, EQUIPMENT GROUNDING CONDUCTOR, NO. 6 1C	FOOT	501.5	\$ 2.55	\$ 1,278.83
87502500	TRAFFIC SIGNAL POST, GALVANIZED STEEL 16 FT.	EACH	4	\$ 1,090.00	\$ 4,360.00
87702950	STEEL COMBINATION MAST ARM ASSEMBLY AND POLE 44 FT.	EACH	1	\$ 19,620.00	\$ 19,620.00
87702970	STEEL COMBINATION MAST ARM ASSEMBLY AND POLE 48 FT.	EACH	1	\$ 21,885.00	\$ 21,885.00
87702980	STEEL COMBINATION MAST ARM ASSEMBLY AND POLE 50 FT.	EACH	1	\$ 21,995.00	\$ 21,995.00
87702985	STEEL COMBINATION MAST ARM ASSEMBLY AND POLE 52 FT.	EACH	1	\$ 22,440.00	\$ 22,440.00
87800100	CONCRETE FOUNDATION, TYPE A	FOOT	12	\$ 240.00	\$ 2,880.00
87800150	CONCRETE FOUNDATION, TYPE C	FOOT	3	\$ 695.00	\$ 2,085.00
87800415	CONCRETE FOUNDATION, TYPE E 36-INCH DIAMETER	FOOT	56	\$ 330.00	\$ 18,480.00
88040020	SIGNAL HEAD, POLYCARBONATE, LED, 1-FACE, 1-SECTION, BRACKET MOUNTED	EACH	1	\$ 405.00	\$ 405.00
88040070	SIGNAL HEAD, POLYCARBONATE, LED, 1-FACE, 3-SECTION, BRACKET MOUNTED	EACH	2	\$ 810.00	\$ 1,620.00
88040090	SIGNAL HEAD, POLYCARBONATE, LED, 1-FACE, 3-SECTION, MAST ARM	EACH	5	\$ 915.00	\$ 4,575.00
88040150	SIGNAL HEAD, POLYCARBONATE, LED, 1-FACE, 5-SECTION, BRACKET MOUNTED	EACH	5	\$ 1,120.00	\$ 5,600.00
88040160	SIGNAL HEAD, POLYCARBONATE, LED, 1-FACE, 5-SECTION, MAST ARM	EACH	5	\$ 1,230.00	\$ 6,150.00
88200410	TRAFFIC SIGNAL BACKPLATE, LOUVERED, FORMED PLASTIC	EACH	17	\$ 245.00	\$ 4,165.00
88700080	CONFIRMATION BEACON	EACH	2	\$ 90.00	\$ 180.00
88700200	LIGHT DETECTOR	EACH	2	\$ 1,630.00	\$ 3,260.00
88700300	LIGHT DETECTOR AMPLIFIER	EACH	1	\$ 2,780.00	\$ 2,780.00
X1400215	REMOTE-CONTROLLED VIDEO SYSTEM	EACH	1	\$ 28,680.00	\$ 28,680.00
X8250091	COMBINATION LIGHTING CONTROLLER	EACH	1	\$ 1,490.00	\$ 1,490.00
X0324085	EMERGENCY VEHICLE PRIORITY SYSTEM LINE SENSOR CABLE, NO. 20 3/C	FOOT	619	\$ 2.10	\$ 1,299.90
X8570226	FULL-ACTUATED CONTROLLER AND TYPE IV CABINET, SPECIAL	EACH	1	\$ 22,900.00	\$ 22,900.00
Z0033072	VIDEO VEHICLE DETECTION SYSTEM	EACH	1	\$ 154,000.00	\$ 154,000.00
X0325839	PERMANENT TRAFFIC SIGNAL TIMING	EACH	1	\$ 1,890.00	\$ 1,890.00
				SIGNAL COSTS =	\$ 431,124.84
				GRAND TOTAL =	\$ 1,736,419.37

Note: Bid table above does not include public utility removal. It is assumed that public utility companies will be responsible for costs.
Contractor is responsible for FIELD verifying all quantities prior to submitting bid. No change orders will be granted for items that could have been prior to bid submittal.
In signing and submitting this Bid, the undersigned agrees to furnish all materials and labor as required to complete the work as proposed in the Contract Documents.

Office Address: 286 Memorial Court, Crystal Lake, IL 60014

By: Jeffery Pennino Jeff Pennino August 30, 2021
Signature Printed/Typed Date

Contractor to list all addendum received below to serve as proof of receipt of addendum:

Addendum 1 - 8/28/2021