



City Council
COMMITTEE OF THE WHOLE
City of Belvidere, Illinois

Alderman Clinton Morris, 1st Ward

Alderman Daniel Snow, 2nd Ward

Co-Chairman, City/County Coordinating

Alderman Thomas Ratcliffe, 3rd Ward

Chairman, Finance and Personnel

Vice Chairman Building Planning and Zoning

Alderman George Crawford, 4th Ward

Chairman, Public Safety

Alderman John Sanders, 5th Ward

Chairman, Building, Planning and Zoning

Alderman Clayton Stevens, 1st Ward

Vice Co-Chairman, City/County Coordinating

Alderman Daniel Arevalo 2nd Ward

Vice Chairman, Public Safety

Alderman Wendy Frank, 3rd Ward

Vice Chairman, Finance and Personnel

Alderman Ronald Brooks, 4th Ward

Chairman, Public Works

Alderman Mark Sanderson, 5th Ward

Vice Chairman, Public Works

AGENDA

March 13, 2017

6:00 p.m.

City Council Chambers

401 Whitney Boulevard

Belvidere, Illinois

Call to Order: Mayor Chamberlain

Roll Call: Present: Absent:

Public Comment:

Public Forum:

Reports of Officers, Boards, and Special Committees:

1. Building, Planning & Zoning, Unfinished Business: None.
2. Building, Planning & Zoning, New Business:

(A) A Resolution Directing the Planning Department to Publish the Zoning Map of the City of Belvidere.

3. Public Works, Unfinished Business: None.

4. Public Works, New Business:

- (A) Conlin Court / List Lane – Stop Signs.
- (B) Well #8 Emergency Repairs.
- (C) Well #9 Rehabilitation - Chemical Treatment.
- (D) EDP Grant Agreement – Tripp Road.
- (E) Tripp Road Engineering Agreement.
- (F) General Mills Street Light Request.
- (G) Mower Replacement – Street Department and WWTP.
- (H) Raw Waste Water Pump Rebuild – WWTP.
- (I) Scum Concentrator Replacement – WWTP.
- (J) Storm Sewer GIS Mapping Proposal – Basin N-1.

5. Other:

- (A) Business Registration – forwarded to meeting of March 27, 2017.

6. Adjournment:

RESOLUTION #2057-2017

**A RESOLUTION DIRECTING THE PLANNING DEPARTMENT
TO PUBLISH THE ZONING MAP OF THE CITY OF BELVIDERE**

WHEREAS, Illinois statute requires municipalities to publish a zoning map annually; and

WHEREAS, the City of Belvidere has compiled and attached hereto as Exhibit A, a zoning map (dated February 2017 and current with all approved map amendments and annexation) depicting zoning districts as required by state statute, and

WHEREAS, the Official Zoning Map is on file and available for public inspection and purchase at the Belvidere Community Development Department at 401 Whitney Boulevard, Belvidere.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Belvidere that the Planning Department is directed to publish the Official Zoning Map by posting a copy of the map on the office of the Planning Department's web site. The Planning Department is further authorized to make the Official Zoning Map available for purchase.

Approved:

_____ Mayor

Attest:

_____ City Clerk

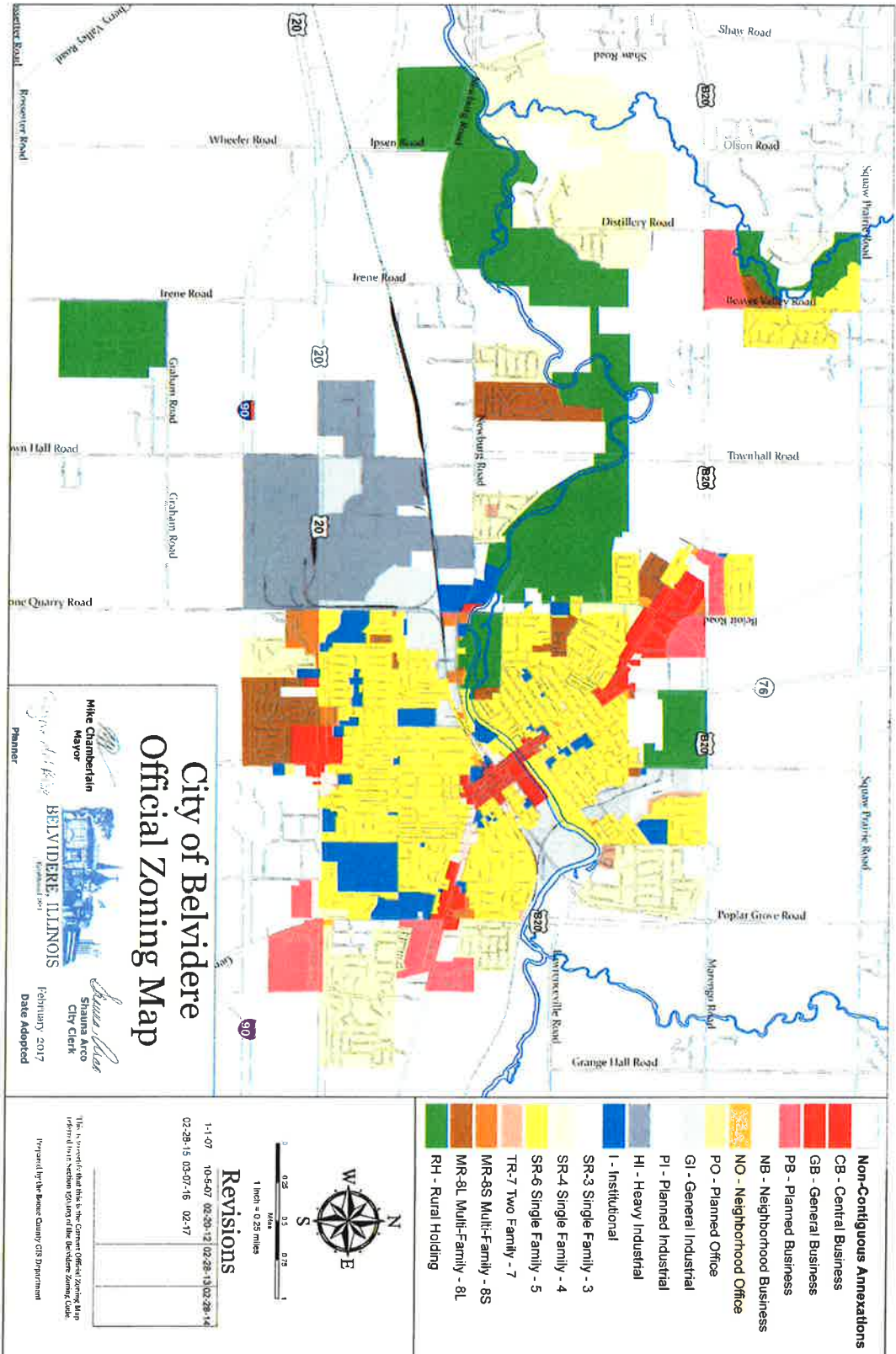
Ayes:

Nays:

Absent:

Approved:

EXHIBIT A



Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 3/8/2017
Re: Well #8 Emergency Repairs

Well #8 stopped pumping early Saturday morning. Great Lakes Water Resources was on-site Monday to begin pulling the pump assembly. The cost to complete the pulling of the pump equipment to the surface is \$8,250.00. This well was last pulled in 2005, and there is \$415,000 included in the 2018 budget for this well to be rehabilitated and the installation of a standby generator. With Well #9 currently down for rehabilitation, it is imperative that we get Well #8 back up and running as quickly as possible. The cost of this work will be paid for from the Water Depreciation Account (#04-09).

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: March 8, 2017
Re: Well #9 Rehabilitation – Chemical Treatment

As part of the rehabilitation of Well #9, a water sample was sent to Water Systems Engineering. Their analysis indicated biological fouling similar to what they found in Well #4. They recommend an extensive disinfection effort using balanced cleaning chemistries and mechanical agitation to remove the resident populations identified.

Municipal Well and Pump has developed a proposal based on the recommendations of Water Systems Engineering, a copy of which is attached to this memo.

The total cost of \$62,934.50 for the rehabilitation of Well #9, including the chemical treatment and disinfection, will be paid for from the Water System Depreciation Account (#04-09)

The current budget includes \$100,000 for the rehab of Well #9, including upgrades to the electrical controls. The electrical work is being done separately at a cost of \$15,162.00.

I would recommend approval of the proposal from Municipal Well & Pump, in the amount of \$62,934.50, to complete the rehabilitation of Well #9.



Project Proposal

Re: Belvidere #9-Repair Report Estimate

| Item # | Item Description | Quantity | Units | Unit Price | Extended Price |
|-------------------------------|---|----------|---------|------------|------------------|
| 1 | Load, drive, set, pull, mic bowl | 1 | Lsum | 4,430.00 | \$ 4,430.00 |
| 2 | Televise | 1 | Lsum | 1,550.00 | 1,550.00 |
| 3 | Sand blast 60-ft. of pipe | 60 | Feet | 9.00 | 540.00 |
| 4 | Coat in and out (2) | 60 | Feet | 9.00 | 540.00 |
| 5 | Rebuild 12" GHC-4 stage | 1 | Lsum | 1,050.00 | 1,050.00 |
| 6 | Airshock air lift & chemical | 1 | Lsum | 7,360.00 | 7,360.00 |
| 7 | Transducer pipe-60-ft. | 60 | Lsum | 2.00 | 120.00 |
| 8 | Transducer-Dynotek | 1 | Lsum | 1,050.00 | 1,050.00 |
| 9 | Modify cap for transducer pipe | 1 | Lsum | 330.00 | 330.00 |
| 10 | Reinstall, test, Bac-T, | 1 | Lsum | 5,600.00 | 5,600.00 |
| 11 | | | | - | - |
| 12 | 60-ft. of 10-inch Sch 40 | 60 | Feet | 42.35 | 2,541.00 |
| 13 | Cut * rethread 10" end | | Each | 80.00 | - |
| 14 | Basic 125HP repair | 1 | Lsum | 3,320.00 | 3,320.00 |
| 15 | 10" spiders each | 6 | Each | 122.00 | 732.00 |
| 16 | 1-11/16" shaft with sleeves per foot | 1 | foot | 10.00 | 10.00 |
| 17 | 250-ft. 2" wide tape wrap | 250 | Feet | 0.15 | 37.50 |
| 18 | airline 80-feet | 80 | Feet | 0.65 | 52.00 |
| 19 | | | | - | - |
| 20 | | | | - | - |
| 21 | | | | - | - |
| 22 | ALTERNATE | | | - | - |
| 23 | Bailing per hour: \$362.00 per bid | | Hour | 362.00 | - |
| 24 | Hourly well development: \$550.00 per bid | | Hour | 550.00 | - |
| 25 | | | | - | - |
| 26 | Supplemental | | | - | - |
| 27 | Wire Brush & Bail well screen area | 6 | Hours | 362.00 | 2,172.00 |
| 28 | NuWell-120 Acid | 165 | Gallons | 50.00 | 8,250.00 |
| 29 | NW-310 Biodispersent | 25 | Gallons | 101.00 | 2,525.00 |
| 30 | Labor to inject Acid & Enhancer | 10 | Hours | 362.00 | 3,620.00 |
| 31 | Connect purge pump to agitate | 6 | Hours | 362.00 | 2,172.00 |
| 32 | Pump Off and Neutralize Acid | 8 | Hours | 362.00 | 2,896.00 |
| 33 | Sodium Hypochlorite (12%) | 25 | Gallons | 11.00 | 275.00 |
| 34 | NW-410 Chlorine Enhancer | 15 | Gallons | 120.00 | 1,800.00 |
| 35 | Agitate solution | 8 | Hours | 362.00 | 2,896.00 |
| 36 | Pump Off solution | 8 | Hours | 362.00 | 2,896.00 |
| 37 | 60-ft 1-11/16" SS shaft, T&C w/sleeve | 60 | feet | 41.00 | 2,460.00 |
| 38 | Additional Motor Repairs outlined | 1 | Lsum | 660.00 | 660.00 |
| 39 | Bearing retainers with bearings | 6 | Each | 175.00 | 1,050.00 |
| 40 | | | | - | - |
| 41 | | | | - | - |
| 42 | | | | - | - |
| 43 | | | | - | - |
| 44 | | | | - | - |
| 45 | | | | - | - |
| 46 | | | | - | - |
| 47 | | | | - | - |
| 48 | | | | - | - |
| Total Project Proposal | | | | | 62,934.50 |

Dated: February 23, 2017

By:

Dick Milaeger

Dick Milaeger
Vice President Sales
Municipal Well & Pump

INTER-GOVERNMENTAL AGREEMENT



**BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION
AND
CITY OF BELVIDERE**

The Illinois Department of Transportation (IDOT) (Grantor), with its principal office at 2300 S. Dirksen Parkway, Springfield Il, 62764

and City of Belvidere (Grantee), with its principal office at 401 Whitney Boulevard, Belvidere, IL 61008,

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 031050040 is Grantee's correct DUNS number, 36-6005792

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

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

1.2 Amount of Agreement. Grant Funds (check one) shall not exceed are estimated to be \$ 433,700.00, of \$ 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 494-00-0957

1.4 Term. This Agreement shall be effective on Execution Date 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.

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

Illinois Department of Transportation

[GRANTEE NAME]

By: _____
Secretary of Transportation

By: _____
Signature of Authorized Representative

Date: _____
Printed Name: Randall S. Blankenhorn

Date: _____
Printed Name: Brent Anderson
E-mail: banderson@ci.belvidere.il.us

By: _____
Director of Program Development

Date: _____
Printed Name: Priscilla A. Tobias, P.E.

By: _____
Chief Counsel

By: _____
OR Signature of Other Approver's Title, if applicable

Date: _____
Printed Name: William M. Barnes

Date: _____
Printed Name: _____

By: _____
Chief Fiscal Officer (CFO)

By: _____
Signature of Other Approver's Title, if applicable

Date: _____
Printed Name: Jeff Heck

Date: _____
Printed Name: _____

**ARTICLE II
REQUIRED REPRESENTATIONS**

2.1 Standing and Authority. Grantee warrants that:

(a) Grantee is duly 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 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 Revenue Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

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

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

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

**ARTICLE III
DEFINITIONS**

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

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

"Agreement" or "Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"CFDA" or "Catalog of Federal Domestic Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

"Cost Allocation Plan" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"CSFA" or "Catalog of State Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Disallowed Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"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.

“Fixed-Rate” has the same meaning as in 44 Ill. Admin. Code 7000.20. “Fixed-Rate” is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.20.

“GAAP” or “Generally Accepted Accounting Principles” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Grant Funds” has the same meaning as in 30 ILCS 705.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“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 7000.20.

“Notice of Award” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“OMB” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“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 7000.20.

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

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

“State” means the State of Illinois.

“Term” has the meaning set forth in Paragraph 1.4.

“Unallowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

**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 Illinois Grant Funds Recovery Act. Any Grant Funds remaining at the end of the Agreement period which are not expended or legally obligated by Grantee shall be returned to Grantor within forty-five (45) days after the expiration of this Agreement in accordance with the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*). In the event of a conflict between the 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.

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

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

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

4.6 Interest.

(a) All interest earned on Grant Funds held by a Grantee shall become part of the Grant Funds when earned and be treated accordingly for all purposes, unless otherwise provided in **PART TWO** or **PART THREE**. 30 ILCS 705/10.

(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) or prohibited from doing so by state law. All interest earned shall be considered Grant Funds and are subject to the same restrictions, unless there is an applicable Federal program rule that takes precedence.

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Grant Funds Recovery Act, 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; *See also* 30 ILCS 705/10.

4.7 **Timely Billing Required.** Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART TWO** or **PART THREE**. 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 must contain the following certification by an official authorized to legally bind the Grantee:

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

ARTICLE V SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

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

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

5.3 **Specific Conditions.** If applicable, specific conditions required after a risk assessment will be included in **Exhibit H**. 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 will be final and is incorporated herein as an attachment. However, a revised Budget is incorporated if submitted to Grantor and thereafter approved.

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. All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

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

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

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

**ARTICLE VII
ALLOWABLE COSTS**

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

7.2. **Indirect Cost Rate Submission.**

(a) This Paragraph 7.2 applies only to:

(i) A Grantee who charges, or expects to charge, any Indirect Costs; and

(ii) A Grantee who is allowed to charge Indirect Costs under federal or state statutes, state administrative rules, and agency or program rules, regulations and policies.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations for approval no later than three months after the effective date of the Award, in a format prescribed by Grantor.

(i) Appendix 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 institutions of higher education.

(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. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit. However, for Grantees to which Appendix III of 2 CFR Part 200 applies, the rate amount must not exceed 26% (see 2 CFR Part 200, Appendix III(C)(8)).

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. 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 H** 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.

(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 Grants, 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 7.9.

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 (45 CFR Part 76), or by the State (See 30 ILCS 708/25(6)(G)).

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

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

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

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

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

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

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

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

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

ARTICLE IX CRIMINAL DISCLOSURE

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

ARTICLE X UNLAWFUL DISCRIMINATION

10.1. **Compliance with Nondiscrimination Laws.** 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 (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. 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, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit.

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

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

ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

13.1 Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be set forth in **Exhibit H**. 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.

13.2 Close-out Reports.

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

(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 Annual Financial Reports.

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

(b) Grantees shall submit Annual Financial Reports within 180 days after the Grantee's fiscal year ending on or after June 30. This deadline may be extended at the discretion of the Grantor.

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

(d) Annual Financial Reports must include an in relation to opinion from the report issuer on the Cost and Revenue schedules included in the Annual Financial Report.

(e) Annual Financial Reports shall follow a format prescribed by Grantor.

(f) 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.

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

ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1 Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in **Exhibit E** must be reported quarterly, unless otherwise specified in **PART TWO** or **PART THREE**. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. In unusual circumstances where more frequent reporting is necessary some Grantees may be required to submit monthly Performance Reports; in such cases, Grantor shall notify Grantee of same in **PART TWO** or **PART THREE**. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

**ARTICLE XVI
TERMINATION; SUSPENSION**

16.1 Termination.

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

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

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

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

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

(c) 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 Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, Grantee may avail itself of any opportunities to object and challenge such suspension or termination in accordance with any applicable written processes and procedures. 2 CFR 200.341.

16.4 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.

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

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

(iii) 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.

16.5 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.

ARTICLE XVIII NOTICE OF CHANGE

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

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

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

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

18.5 Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 **Error! Reference source not found.** shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

ARTICLE XIX REORGANIZATION

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 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 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. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

ARTICLE XX AGREEMENTS WITH OTHER STATE AGENCIES

20.1 Applicability. This ARTICLE XX applies to Grantees that are not an instrumentality of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include without limitation, municipalities and units of local government and related entities. 2 CFR 200.64

20.2 Agreement Disclosure. Grantee shall fully disclose, in **Exhibit G**, all contracts and other agreements to which it is a party or it anticipates entering into within one month after the effective date of this Award with any other State agency. For each contract or agreement, Grantee shall indicate:

- (a) The name of the State agency;
- (b) The number of the contract(s) or other agreement(s);
- (c) The estimated amount of the contract(s) or other agreement(s);
- (d) The term of the contract(s) or other agreement(s); and
- (e) The nature or purpose of the contract(s) or other agreement(s).

If Grantee has multiple Agreements with Grantor for the same fiscal year, Grantee only needs to supplement its previously submitted **Exhibit G**.

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

ARTICLE XXI CONFLICT OF INTEREST

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

21.2 Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person (1) currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in Paragraph 20.1, 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).

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

ARTICLE XXII EQUIPMENT OR PROPERTY

22.1 Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). 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.

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 agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

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

**ARTICLE XXIV
INSURANCE**

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

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

**ARTICLE XXV
LAWSUITS**

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 **H**, **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. In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

26.13 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.

26.14 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.


26.15 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.

26.16 Attorney Fees and Costs. If Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT A

PROJECT DESCRIPTION

| | | | | | |
|---|--------------------|--------------------------|--------------------------|-------------------------------------|--------------------------|
|  Illinois Department of Transportation | Grantee | Grantor-Let Contract | Day Labor | Grantee Administered | RR Force Account |
| | Belvidere, City of | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Section Number | | Fund Type | | | |
| 17-00111-00-FP | | EDP/TARP | | | |
| Construction | | Engineering | | Right-of-Way | |
| Job Number | | Job Number | | Job Number | |
| C-92-030-17 | | P-92-031-17 | | | |

Location

Local Name Tripp Road Route MS 7712 Length 0.25 mi.
 Termini Crystal Parkway to Corporate Parkway

Current Jurisdiction City of Belvidere TIP Number _____ Existing Structure No _____

PROJECT DESCRIPTION

(PROJECT is defined as the work proposed and financed by the terms of this Agreement)

Tripp Road, from Crystal Parkway to Corporate Drive, is an existing two-lane rural section of roadway that will be reconstructed to 80,000 lb. standards to accommodate truck traffic.

The reconstruction of Tripp Road will consist of removal of the existing pavement, installation of new storm sewer, curb and gutter, aggregate base course with full depth asphalt roadway pavement.

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 | EDP | % | TARP | % | GRANTEE | % | Total |
|--------------------------------|-------------------|--------|------------------|---------|-------------------|---------|-------------------|
| Participating Construction | 350,000 | (50) | 20,700 | (100) | 329,300 | (BAL) | 700,000 |
| Non-Participating Construction | | () | | () | | () | |
| Preliminary Engineering | 35,000 | (50) | | () | 35,000 | (BAL) | 70,000 |
| Construction Engineering | 28,000 | (50) | | () | 28,000 | (BAL) | 56,000 |
| Right of Way | | () | | () | | () | |
| Railroads | | () | | () | | () | |
| Utilities | | () | | () | | () | |
| Materials | | | | | | | |
| TOTAL | \$ 413,000 | | \$ 20,700 | | \$ 392,300 | | \$ 826,000 |

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

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

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 \$413,000

80,000 lb Truck Access Road Program – It is mutually agreed that the STATE'S share of the PROJECT cost under the Truck Access Route Program shall be a lump sum amount of \$20,700 not to exceed 50% of the final construction cost, whichever is the lesser.

Any remaining balance shall be the responsibility of the **GRANTEE** in the event EDP and/or TARP 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.

GRANTEE-Let and Administered Projects

GRANTEE Administered Projects or Day Labor To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.

Railroad Related Work Only The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Studies and Plans Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.

Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with **GRANTOR** maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.

The **GRANTEE** is responsible for the payment of the railroad related expenses in accordance with the **GRANTEE**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.

Engineer's Payment Estimates shall be in accordance with the Division of Cost.

EXHIBIT D

CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

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

GRANTOR CONTACT

GRANTEE CONTACT

Name: Denise Johnson

Name: Brent Anderson

Title: Special Programs Manager

Title: Director of Public Works

Address: 2300 South Dirksen Parkway

Address: 401 Whitney Boulevard

Springfield, IL 62764

Belvidere, IL 61008-3799

Phone: 217-785-8643

Phone: 815-544-9256

TTY#: _____

TTY #: _____

Fax#: 217-785-8140

Fax #: 815-544-4255

E-mail Address: Denise.Johnson@illinois.gov

E-mail Address: banderson@ci.belvidere.il.us

Additional Information: _____

EXHIBIT E

PERFORMANCE MEASURES

For All Projects: To complete this phase of the project within three (3) years from the date this agreement is approved by the **GRANTOR** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).

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 Preliminary Engineering: To begin right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken by the close of the tenth fiscal year following the fiscal year in which the funds are obligated by the **GRANTEE**.

For Right-of-Way Acquisition: To begin construction of the project on this right-of-way by the close of the twentieth fiscal year following the fiscal year in which the funds are obligated by the **GRANTEE**.

For EDP Funds Only: The **GRANTEE** has entered into an economic development agreement with Nascote Industries 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

GRANTOR AGENCY CONTRACTS

For each contract or other agreement to which Grantee is a party with any other GRANTOR agency, GRANTOR:

1. The name of the GRANTOR agency;
2. The number of the contract(s) or other agreement(s);
3. The estimated amount of the contract(s) or other agreement(s);
4. The term of the contract(s) or other agreement(s); and
5. The nature or purpose of the contract(s) or other agreement(s).

| <u>Grantor Agency</u> | <u># of Grants</u> | <u>Amount of Grant</u> | <u>Term of Grant</u> | <u>Grant Purpose</u> |
|---------------------------------|--------------------|------------------------|------------------------------------|---|
| IL Historic Preservation Agency | 1 | \$21,000 | 8/31/2017 | Create a Historic Preservation Plan for Belvidere |
| DCEO | 1 | \$310,000 | On hold because of no State budget | Brownfield cleanup |

EXHIBIT H
SPECIFIC CONDITIONS

(1)The nature of the additional requirements:

Grantee shall submit quarterly IDOT BOBS 2832 form in addition to other required reports.

(2)The reason why the additional requirements are being imposed:

Analysis of the entity's fiscal administrative internal controls as identified in the Internal Controls Questionnaire (ICQ).

(3)The nature of the action needed to remove the additional requirement, if applicable:

Property Standards: Implementation of corrective action including new or enhanced controls over equipment and property.

Procurement Standards: Implementation of new or enhanced controls over procurement activities.

(4)The time allowed for completing the actions if applicable:

Property Standards: One year from the implementation of corrective action.

Procurement Standards: One year from the implementation of corrective action.

(5)The method for requesting reconsideration of the additional requirements imposed:

A letter to the Department stating why the additional requirements should be removed.

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:

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.
- (4) 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.
- (5) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (6) 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.
- (7) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) 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.
- (10) To regulate parking and traffic in accordance with the approved project report.
- (11) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (12) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (13) If the **GRANTEE** signature is by an appointed official, a resolution authorizing said appointed official to execute this agreement is required.
- (14) 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**.

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**.

- (15) **(For TARP Funds Only):** The LA agrees to pass an ordinance/resolution clearly defining the limits of the proposed 80,000 pound truck route and identifying the truck route class. A copy of said ordinance/resolution is attached in part three. Such truck route shall be properly signed in accordance with the Illinois Manual on Uniform Traffic Control Devices. Cost of truck route signing is included in estimated cost of the 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 on page one.
- (2) 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**.
- (3) 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.
- (4) 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:

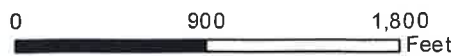
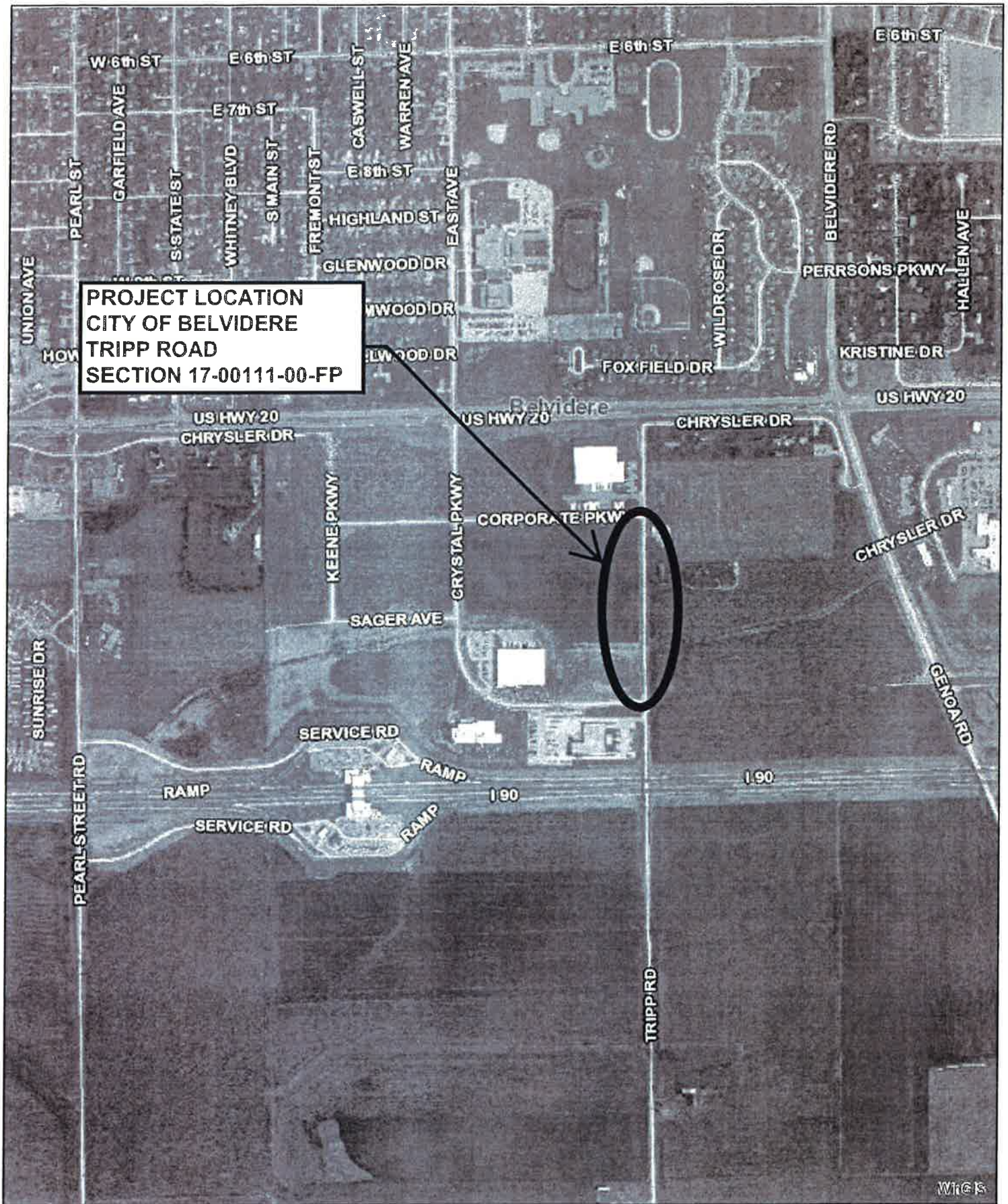
Attachments:

Location Map

Employee Reporting Form

Local Public Agency/Company Agreement

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



SCALE: 1:10,820

Location Map

WIN GIS

Winnebago County Geographic Information System

ATTACHMENT 1

WinGIS cannot and does not warrant the accuracy of property and boundary lines, dimensions of parcels and lots, location of structures or improvements, and topographic or geologic features on the land. Only on-site verification or field surveys by a licensed professional land surveyor can provide such accuracy.



Date of Application _____

Application Tracking Number
(Assigned by IDOT) _____

COMPANY INFORMATION

Name of Company Nascote Industries Inc.

Chief Officer or Authorized Designee Josh Gasaway

Title General Manager

Address 675 Corporate Parkway
Belvidere, Illinois
61008

Phone Number 418-324-3387

E-mail Address
(required) josh.gasaway@magna.com

FEIN Number 37-1200871

Standard Industrial Classification Number
(SIC #) 3714

North American Industry Classification
System (NAICS) 336390

Project Site
(City and Zip Code where employees,
new or retained, are to be located.) Belvidere, 61008

SPONSOR INFORMATION

Sponsor (Unit of Government) City of Belvidere

Contact Person Brent Anderson

Title Director of Public Works

Address 401 Whitney Blvd., Belvidere, IL 61008

Phone Number 815-544-9256

For information about IDOT's collection and use of confidential information review the department's [Identity Protection 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 |
|--------------------|---|---------------------------|---------------------|-----------|-----------|
| | \$ | | | | |
| | \$ | | | | |
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| | \$ | | | | |
| | \$ | | | | |
| | \$ | | | | |
| TOTAL: | | 0 | 0 | 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 |
|--------------------|---|---------------------------|---------------------|-----------|-----------|
| Managerial | \$50 | 36 | 36 | | |
| Professional | \$40 | 5 | 5 | | |
| Technical | \$42 | 38 | 38 | | |
| Sales | \$30 | 2 | 2 | | |
| Craftsman | \$25 | 21 | 21 | | |
| Operator | \$19 | 18 | 16 | | |
| Laborer | \$15 | 342 | 262 | | 80 |
| | \$ | | | | |
| | \$ | | | | |
| | \$ | | | | |
| | \$ | | | | |
| | \$ | | | | |
| | \$ | | | | |
| | \$ | | | | |
| | \$ | | | | |
| | \$ | | | | |
| | \$ | | | | |
| TOTAL: | | 460 | 380 | 0 | 80 |

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

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


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

\$ _____

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

I, Josh Gasaway 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.


Signature
11/10/2016
Date
General Manager
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) 782-0378

EXAMPLE

LOCAL AGENCY/COMPANY AGREEMENT

THIS AGREEMENT is made as of the ____ day of _____, 200__ by and between the (City/Village/County of , Illinois) hereinafter called the LOCAL AGENCY and (Company Name), 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 will enter into an agreement with the Illinois Department of Transportation, hereinafter called the STATE, 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, 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 as shown on Exhibit I.
- 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. DEFAULT AND REMEDIES

- 2.1 The COMPANY shall make the investment in the Project which shall create and/or retain a minimum of _____ full-time jobs at the facility on or before _____, 200__.
- 2.2 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.

Local Public Agency/Company Agreement

III. TERMINATION

- 3.1 This Agreement may be terminated at any time by written, mutual agreement of the parties.
- 3.2 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.

IV. GENERAL PROVISIONS

- 4.1 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.
- 4.2 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.
- 4.3 This Agreement shall be construed in accordance with and governed by the law of the State of Illinois.

APPROVED BY

Company Name _____
Title _____
Signature _____
Date _____

APPROVED

City/Village of _____
By _____
Mayor/President
Date _____



WHEREAS, the State of Illinois by its General Assembly has enacted the Illinois Vehicle Code; and

WHEREAS, 625 ILCS 5/1-126.1 provides that local authorities may designate Class II or Class III highways within their jurisdiction, and in accordance with 625 ILCS 5/15-111(f), weight limitations shall be designated by appropriate signs placed on such highways; and

WHEREAS, the Local Agency, City of Belvidere, is desirous of providing a truck route for the purpose of accommodating a load limit of 80,000 pounds:

NOW THEREFORE, BE IT RESOLVED, that the portions of Tripp Road beginning at the intersection of Crystal Parkway and extending to Corporate Parkway for 0.25 miles be designated as a:

Class II Truck Route or Class III Truck Route.

Ayes: _____
Nays: _____
Absent: _____

Name _____
Title _____
Signature _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____, Clerk, in and for the Local Agency and State aforesaid, and keeper of the records and files of said office, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Local Agency, _____ at their Adjourned Meeting held on _____.

IN TESTIMONY WHEREOF, I witness my hand and seal of the Local Agency, _____
this _____ day of _____.

(SEAL)

Clerk

**80,000 lb. Truck Access Resolution (TARP)
ATTACHMENT 4**

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 3/8/2017
Re: Tripp Road Engineering Agreement

According to the agreement with Becknell for the improvements to Tripp Road as part of the Sager Corporate Park Plat #3 subdivision, Becknell is responsible for the engineering portion of the Tripp Road Improvement Project with the EDP Grant paying for fifty percent of the cost. In order to obtain the grant funds, the engineering contract must be with the City.

Attached to this memo is a proposal from ARC Design Resources, as negotiated with Becknell, to complete the design and construction engineering required for this project at a cost not-to-exceed \$80,500.00. The estimated construction cost for the Tripp Road Reconstruction is \$826,000. Per our agreement, Becknell will reimburse the City for all engineering costs not paid for from the EDP Grant.

I would recommend approval of the proposal from ARC Design Resources to complete the design and construction engineering required for the Tripp Road Reconstruction Project at a cost not-to-exceed \$80,500.00.

February 17, 2017

Mr. Brent Anderson
City of Belvidere
401 Whitney Boulevard
Belvidere, IL 61008

**Re: Tripp Road Engineering
Proposal**

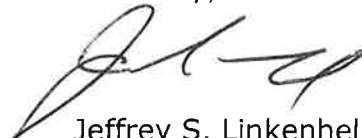
Dear Brent,

Thank you for the opportunity to assist with the reconstruction of Tripp Road adjacent to the new Magna factory in Sager Industrial Park. The project will improve the current rural township road section to full urban city street between Corporate Parkway and Crystal Parkway, including reconstruction of the existing box culvert to conform to current storm/hydraulic guidelines. Our total fee scope includes the necessary survey, design, and construction administration time to see the project through to completion. Engineering scope includes the hydraulic study for the box culvert plus supplemental wetland survey upstream of Tripp Road to assess total impacts. Construction scope includes part time observation, assuming a daily site visit and full time observation during key operations and assumes a 60 day construction project. Construction staking, and a testing allowance is included in this fee. Please find enclosed a standard engineering agreement form based on IDOT Local Roads format, with component costs broken down as follows:

| | |
|-----------|--|
| \$ 6,500 | Topographic survey of Tripp Road right of way including stream survey for box culvert analysis |
| \$ 41,000 | Culvert Study, Construction Plans, IDOT Coordination, Bidding |
| \$ 33,000 | Construction Management, Staking, and Testing allowance |

We have reviewed this proposal with Mr. Paul Thurston of Becknell Industrial and he is in agreement with the costs, allowing us to move forward with this formal proposal. If this proposal is acceptable to you, please acknowledge by returning an executed copy of the enclosed agreement. Please call if you have in questions regarding the enclosed information or if you wish to review the proposed scope in more detail.

Sincerely,



Jeffrey S. Linkenheld, P.E.
Project Manager

C: Paul Thurston

| | | | | |
|--|---|--|--|--------------------------------|
| Municipality City of Belvidere | L O C A L A G E N C Y |  Illinois Department of Transportation Preliminary/Construction Engineering Services Agreement For <u>Local Funds</u> | C O N S U L T A N T | Name Arc Design Resources |
| Township | | | | Address 5291 Zenith Parkway |
| County | | | | City Loves Park |
| Project Tripp Road – Corporate to Crystal | | | | State Illinois |

THIS AGREEMENT is made and entered into this 17th day of February, 2017 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above PROJECT. Local Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

| | |
|---|---|
| Regional Engineer | Deputy Director Division of Highways, Regional Engineer, Department of Transportation |
| Resident Construction Supervisor | Authorized representative of the LA in immediate charge of the engineering details of the PROJECT |
| Contractor | Company or Companies to which the construction contract was awarded |

Section Description

Name Tripp Road Route _____ Length 0.3 miles Structure No. _____
Termini Corporate Parkway to Crystal Parkway

Description

The reconstruction of Tripp Road at Sager Industrial Park to facilitate adjacent factory development. Project rebuilt from existing rural section township road to full urban section. Scope includes includes complete removal and replacement of pavement structure with storm sewer, curb and gutter and box culvert replacement. Provisions for sidewalk (non-participating) included in design.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement herein before described, and checked below:
 - a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
 - b. Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.
 - c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.

- e. Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.
- f. Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.

NOTE Four copies to be submitted to the Regional Engineer

- g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
- h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
- i. Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.
- j. Furnish or cause to be furnished:
 - (1) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.
 - (2) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.
 - (3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
 - (4) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
 - (5) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.
- k. Furnish or cause to be furnished
 - (1) A resident construction supervisor, inspectors, and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
 - a. Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
 - b. Establishment and setting of lines and grades.
 - c. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.
 - e. Revision of contract drawings to reflect as built conditions.
 - f. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.

NOTE: When Federal funds are used for construction and the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor, the ENGINEER is required to be prequalified with the STATE in Construction Inspection. The onsite resident construction supervisor and project inspectors shall possess valid Documentation of Contract Quantities certification.

2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.
3. To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT.
4. In the event plans, surveys or construction staking are found to be in error during the construction of the PROJECT and revisions of the plans or survey or construction staking corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the contractor.
5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
6. To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.
7. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.
8. To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.

The LA Agrees,

1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
 - a. A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
 - b. A sum of money equal to the percentage of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

| Awarded Cost | Percentage Fees | |
|----------------|-----------------|------------|
| Under \$50,000 | _____ | (see note) |
| | _____ | % |
| | _____ | % |
| | _____ | % |
| | _____ | % |
| | _____ | % |

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1a, 1b, 1c, 1d, 1e, 1f, 1h, 1i, 1j and 1k of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this PROJECT as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions **NOT TO EXCEED \$80,500.00**. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1b, 1c, 1d, 1e, 1f, 1j and 1k of THE ENGINEER AGREES. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

| Grade Classification of Employee | Hourly Rate |
|----------------------------------|-------------|
| Principal Engineer | \$165.00 |
| Resident Construction Supervisor | \$95.00 |
| Chief of Party | \$80.00 |
| Instrument Man | \$80.00 |
| Rodmen | \$70.00 |
| Inspectors | \$75.00 |
| Project Engineer | \$100.00 |
| Professional Land Surveyor | \$125.00 |
| Engineering Technician | \$75.00 |
| | |
| | |

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed their hands and seals and shall remain in effect until 12/31/2017. In event the services of the ENGINEER extend beyond 12/31/2017, the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
- Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee based on the above fee schedule and the approved estimate of cost.
 - Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee (excluding any fees paragraphs 1j and 1k of the ENGINEER AGREES), based on the above fee schedule and the awarded contract cost, less any previous payment.
 - Upon completion of the construction of the improvement, 90 percent of the fee due for services stipulated in paragraphs 1j and 1k.
 - Upon completion of all final reports required by the LA and the DEPARTMENT and acceptance of the improvement by the DEPARTMENT, 100 percent of the total fees due under this AGREEMENT, less any amounts previously paid.

By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That should the improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus 5% percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus _____ percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans.
6. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit - "actual cost" being defined as in paragraph 4 above.
7. To submit approved forms BC 775 and BC 776 with this AGREEMENT when federal funds are used for construction.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this

AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under the AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized offices.

Executed by the LA: _____ of the
(Municipality/Township/County)

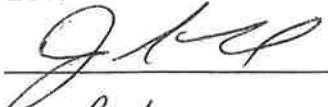
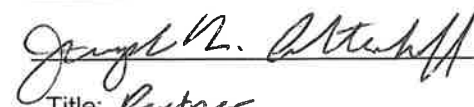
ATTEST: State of Illinois, acting by and through its

By _____
 _____ Clerk By _____
 (Seal) Title:

Executed by the ENGINEER: Arc Design Resources, Inc.

5291 Zenith Parkway

ATTEST: Loves Park, IL 61111

By  Title: Partner
 By  Title: Partner

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 3/10/2017
Re: General Mills Street Light Request

We have received a request from General Mills for additional street lights along Pleasant Street adjacent to their property. The current street light network ends at the former Coleman Avenue and will require the installation of three new street lights to extend to General Mills easterly property line at the Kishwaukee River.

We have three existing street light poles that we can use for this project. The material cost per pole is approximately \$1,500, including a new LED cobra head street light. The new poles will be located on the north side of Pleasant Street in order to avoid conflicts with the existing utilities. The electrical source for the new street lights is on the south side of Pleasant Street, and the service will be bored under Pleasant Street to the street light locations. We have received a proposal from Northern Directional Drill in the amount of \$8.26 per foot for a total cost of \$6,608.00.

I would recommend approval of the installation of three new street lights along East Pleasant Street adjacent to General Mills at a cost of \$11,108.00. This work will be paid for from Line Item #01-5-330-6022.



E PLEASANT ST

402-012

402-004

402-005

402-006

402-007

403-017

404-003

404-004



1 inch = 100 feet

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 3/8/2017
Re: Mower Replacement – Street Department & WWTP

The Street Department currently utilizes a 1982 John Deere 420 mower with 3,274 hours on it. This mower needs to be replaced. The WWTP currently utilizes a 2001 John Deere 1435 front mount mower with 3100 hours on it. The 1435 also has a broom attachment and a snow plow attachment. Because the WWTP does more mowing than the Street Department I am recommending that the John Deere 1435 be transferred to the Street Department and the John Deere 420 be replaced with a new zero turn mower for the WWTP. This will allow both departments to mow more efficiently.

We have received the following proposals for a new commercial zero turn mower with a 60" cutting deck:

| | |
|---|--|
| Cherry Valley Landscape Center 7711 Newburg Road Rockford, IL 61108 | \$8,199.00 (Ferris) \$8,479.00 (Exmark) |
| Bobcat of Rockford 5925 Wheeler Road Cherry Valley, IL 61016 | \$8,229.77 (Kubota) |
| RJ Daniels Fuel & Tire 8094 Fairgrounds Road Belvidere, IL 61008 | \$8,449.00 (Simplicity Cobalt) |
| DeKalb Implement Company 854 Simpson Road Rockford, IL 61102 | \$8,500.00 (John Deere) |

All of the above units come with a standard two year warranty.

With the difference in price from the lowest to the highest of the five units being \$301.00 and considering the location of the dealer for parts and maintenance, I would recommend approval of the proposal from RJ Daniels, in the amount of \$8,449.00 for a new Simplicity Cobalt zero turn mower for the WWTP. This mower will be paid for from Line Item #61-5-820-6010.

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 3/8/2017
Re: Raw Waste Water Pump Rebuild - WWTP

One of the four raw waste water pumps at the WWTP is leaking and needs to be repaired. The entire pump assembly can be shipped back to the manufacturer and rebuilt to new factory standards for \$31,790, including the ceramic coating and pump test options. The rebuilt pump assembly will have a one year warranty, the same as a new pump assembly. Delivery for the rebuilt pump assembly is approximately 6 weeks.

A new replacement pump assembly is \$47,670.00 with a 16 week delivery time.

I would recommend approval of the proposal from Pentair, in the amount of \$31,790.00, for rebuilding one Fairbanks 12" raw waste water pump at the WWTP . This equipment will be paid for from the plant depreciation fund.



November 3, 2016

To: Mr. Dean Chambers
Belvidere WWTP

3601 Fairbanks Avenue
P.O. Box 6999
Kansas City, KS 66106-0999
phone: 913-371-5000
fax: 913-748-4025
www.fairbanksnijhuis.com

Subject: Belvidere WWTP Influent Pump Repairs
Serial Numbers: K3N1-060707-0 through -3
Reference: 300132110

Dean:

Fairbanks Nijhuis would like to thank you for allowing us the opportunity to quote repair on the unit(s) listed above. Below is a scope of repair and pricing for one (1) 12" B5721 Horizontal Solids-Handling Pump.

This scope of supply is for the return and refurbishment of the complete pump assembly including remounting and alignment. If the bare pump only is returned the overall cost of the repair would be less than listed below.

Please note all replacement parts will be Fairbanks Nijhuis factory new components. All original components that are reused will be brought back to factory OEM specifications.

The refurbished pump will be returned to the end user in factory as-new condition and will be covered by a Fairbanks Nijhuis as-new warranty for all parts received at the factory (less motor if reused).

Proposed scope of work

- 1) Arrange and pay for transportation to and from the job site. Removal and installation by others. Start-up by Fairbanks Authorized Factory Representative.
- 2) Disassemble the pump completely, and inspect all components.
- 3) Report to be made including recommendations for reuse, rework, or replace, part by part. All parts to be inspected and critical dimensions compared to the original OEM drawings.
- 4) Clean and sandblast all components.

5) Replace the following parts using factory OEM components:

- a. Impeller Wear Ring
- b. Impeller Hardware (Key, Stud, Washer and Nut)
- c. Front Head Wear Ring
- d. Shaft Sleeve
- e. Inboard thrust and Outboard radial bearings
- f. Mechanical Seal
- g. All Gaskets, O-rings, Lip Seals, and Hardware

6) The following components are considered reusable for the basis of this proposal:

- a. Impeller
- b. Frame
- c. Bearing Housings and Covers
- d. Backhead
- e. Front Head
- f. Volute
- g. Pump Shaft
- h. Coupling

7) Dynamically Balance Impeller.

8) Reassemble the Pump Complete

9) Coat the pump exterior per the Original Pump Order.

10) Based on past experience it is assumed the interior ceramic coating will be in reusable condition. Below two adders are included. One to bring the ceramic coating to as supplied condition and another to recoat all wetted surfaces using Belzona Super Metalglide.

11) Load the reassembled unit for shipment to destination, freight included.

The budget price for the scope of work detailed above will be \$24,660.00 net each.

Optional Adders

| | |
|---|------------|
| Refurbishment of Ceramic Coating (if required): | \$2,980.00 |
| Recoating using Belzona Coating (if required): | \$6,150.00 |
| Non-Witness Performance Test of Reassembled Pump: | \$4,150.00 |

Current repair lead time is 3 – 4 weeks. If the certified non-witness performance test is desired, please allow an additional 2 weeks for repair lead time.

Any additional work required as determined by our inspection will be priced with the inspection (including possible credits). Work will only begin upon receiving written approval.

The above quotation is valid for 60 days after the date of this letter, and is subject to Pentair's standard Terms and Conditions (KC585), including the same warranty as new products. Our warranty covers defects in materials or workmanship for 1 year after start up, or 18 months after shipment, whichever comes first. Taxes are excluded, and will be billed separately, as applicable.

Again, we appreciate this opportunity and look forward to the opportunity to serve you.

Sincerely,

PENTAIR Fairbanks Nijhuis

c/o Drydon Equipment, Inc.

Andrew Pepperdine
General Manager – Pump Services Group

cc: Paul Jezuit

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 3/9/2017
Re: Scum Concentrator Replacement - WWTP

The scum concentrator in the primary pump house at the WWTP is more than 35 years old and is in need of replacement. We have received the following proposals for the equipment (drive unit and telescoping valve) and installation:

EQUIPMENT

| | |
|--|-------------|
| Process Equipment Repair Services, Inc. 5991 Division Road West Bend, WI 53095 | \$27,916.20 |
|--|-------------|

| | |
|---|-------------|
| Evoqua 4669 Shepherd Trail Rockford, IL 61103 | \$46,300.00 |
|---|-------------|

| | |
|---|-------------|
| Gasvoda & Associates 1530 Huntington Drive Calumet City, IL 60409 | \$61,090.00 |
|---|-------------|

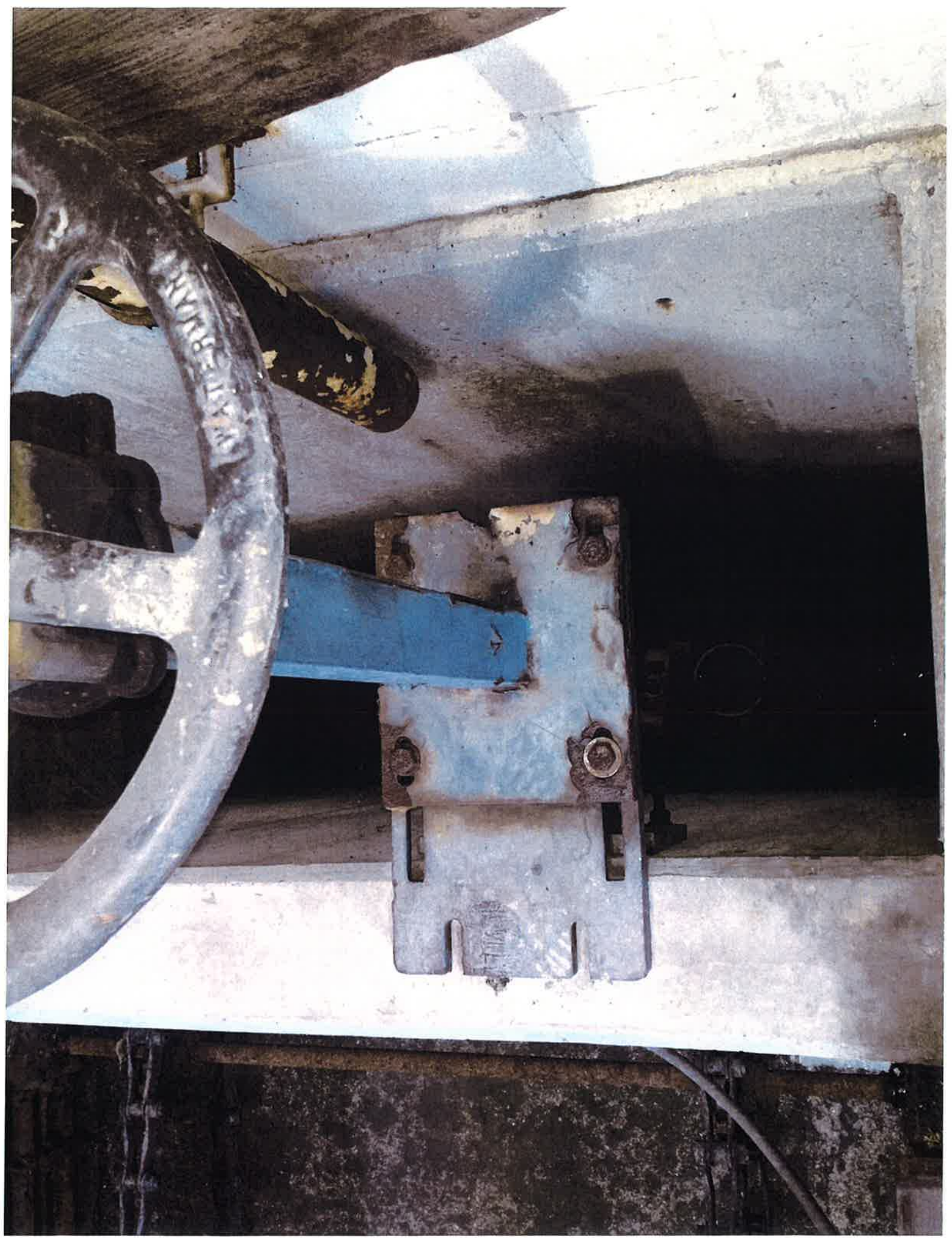
INSTALLATION

| | |
|--|-------------|
| Process Equipment Repair Services, Inc. 5991 Division Road West Bend, WI 53095 | \$46,200.00 |
|--|-------------|

| | |
|---|-------------|
| Manusos Inc 91 Christopher Way Fox Lake, IL 60020 | \$68,550.00 |
|---|-------------|

I would recommend approval of the proposal from Process Equipment Repair Services, in the amount of \$74,116.20, for replacement of the scum concentrator in the primary pump house at the WWTP . This equipment will be paid for from the plant depreciation fund.





Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 3/9/2017
Re: Storm Sewer GIS Mapping Proposal

One of the requirements of our NPDES MS4 Storm Water Permit is to complete a GIS map of our existing storm sewer system. We have been doing this in phases by basins. The next phase will include the southern portion of Basin N-1. This basin includes approximately 111 acres and is located from State Street to Roosevelt Street between Appleton and Main.

RK Johnson & Associates has completed all of our GIS mapping, including our water, sanitary sewer and storm sewer system to date. Their proposal to complete this work is not-to-exceed \$6,200. It will be paid for from Line Item #01-5-360-6140, Engineering Services.

I would recommend approval of the proposal from RK Johnson & Associates, in an amount not-to-exceed \$6,200.00, to complete the GIS mapping of the southern 111 acres of Storm Basin N-1.

R.K. JOHNSON & ASSOCIATES, INC.

1515 Windsor Road Loves Park, IL 61111

(815) 633-5097

March 3, 2017

Brent Anderson
Director of Public Works
401 Whitney Blvd.
Belvidere, IL 61008

Re: Proposal for Engineering Services – Storm Sewer System Mapping, Various Basins

Brent,

Per our recent discussions, the following is our proposal to perform mapping and asset management tasks on the City's storm sewer system.

It is our understanding that the ultimate goal is the computerized mapping of the City's entire storm sewer system. This process was advanced in recent years when R.K. Johnson & Associates was contracted to map Storm Basins K, J, K-1, L, M and N. The mapping effort will continue with this project, which involves the completion of storm sewer mapping in the Storm Sewer Basin N-1 South, bordered by N. State Street on the north, Roosevelt Road on the east, Douglas Street on the south and N. Appleton Road on the west. The storm sewer will be added to the existing high-quality street and parcel maps, which were created using the ESRI software.

This proposal provides the Scope of Services and proposed costs for Basin N-1 South as you requested in our recent phone conversation. We understand that the City may choose to complete additional storm sewer basins in upcoming years.

The hourly rates for R.K. Johnson & Associates have been provided below.

| | | |
|--------------------------|---|-------------------|
| Licensed Engineer | - | \$110/hour |
| Lead Technician | - | \$75/hour |
| Field Technician | - | \$60/hour |

A detailed **Scope of Services** has been provided below:

1. Meet with City staff to discuss drainage basins to be mapped and project schedule.
2. Obtain system records (As-Built Plans) and review for clarity and completeness. It is anticipated that the City will provide Record Drawings for any storm sewer improvements not originally designed by Carroll Engineering. Additionally, it is anticipated that there will be significant areas in the storm sewer basins which do not have accurate Record Drawings available.
3. Discuss and confirm mapping system standards and graphics. It is assumed that the mapping standards will be identical to the mapping projects completed in 2015 and 2016. The map will display the following information:
 - Structure ID
 - Pipe Size (any non-circular storm sewer will be noted adjacent to the pipe size)

4. Create digital map using the existing City mapping base. The map file shall be created and delivered in ESRI format. The map shall contain the following features:

- Elements of the storm sewer system such as manholes, inlets, catch basins, designated detention areas and outfalls
- Storm sewer pipes between structures and outfalls

All map features shall be based on record information or viewable information from the base map. Any conflicts between record information and the base map shall be investigated in the field. In the event the field visit cannot clarify the discrepancy, the City will be notified.

5. Create digital Database to be used in conjunction with City mapping base. All data will be entered into the attribute table within the ESRI software. The following attributes will compose the database

Storm Sewer Structure – Structure ID, Rim Elevation, Invert Elevation(s)

Storm Sewer Pipe – Upstream and downstream Structure ID, Size, Length, and Slope

All invert elevations will be based on the RJN map information to maintain continuity with the sanitary sewer map. All elevations shall be based on available record information. In the event that storm sewer structure invert elevations on the correct datum are not provided by the record information, the attribute table will be left incomplete. Land surveying to determine invert elevations of storm sewers is **not** included as part of this proposal.

6. Conduct one site visit of each street in the project area to identify any structures not shown in the record information. A reasonable effort shall be made to determine piping configuration for any field-located structure. It is anticipated that any areas with detailed Record Drawings will require minimal field inspection. Areas not shown on Record Drawings will receive an in-depth field investigation to ensure that the map depicts an accurate representation of the storm sewer configuration.

7. At the completion of the project, R.K. Johnson & Associates will deliver one hard copy of the storm sewer mapped for each basin. An electronic file containing the map and database information will be provided to ensure that the new information is uploaded into the comprehensive City GIS map.

This proposal includes the following assumptions:

1. The owner will provide access to the property included in the project for survey & site investigation purposes, to R.K. Johnson & Associates and any subconsultants employed on the project. Owner will also provide copies of all existing records, drawings, or other data pertinent to the project.

2. The services described above will be performed in accordance with the standard of professional practice ordinarily exercised in the State of Illinois for the stated services. There are no warranties stated or implied beyond that standard of practice.

3. R.K. Johnson & Associates has studied the information concerning the site provided to us. Based on this information, and utilizing our best professional judgment, we have developed the attached scope of work. If there are substantive changes to the project that create a change in the scope of work or scope of services, the owner shall be notified in writing of these changes together with the necessary fee adjustment. The owner shall provide R.K. Johnson & Associates with written approval of these changes before the work is performed. Such approval shall not be unduly withheld.

4. R.K. Johnson & Associates shall not be responsible for construction means, methods or job site safety or safety of persons other than the firm and its employees.

Total Compensation for Storm Sewer Mapping

BASIN N-1 (South) 111 Acre \$6200

Note: Please attach any Purchase Order to this Proposal for Engineering Services.

Services will be billed on a monthly basis for work performed. Payment will be due within 30 days of invoice date. Late payment will be charged a 1 ½% late fee monthly.

We appreciate the opportunity to assist the City in any way possible. If you have any questions or wish to discuss any item in more detail please contact us at your convenience.

Sincerely,

Accepted by:



Nicholas Becker, P.E., CFM
Senior Civil Engineer
