



City Council
COMMITTEE OF THE WHOLE
City of Belvidere, Illinois

Aldersperson Natalie Mulhall	Chairman Building
Aldersperson Sandra Gramkowski	Vice-Chairman Building
Aldersperson Wendy Frank	Chairman Finance and Personnel
Aldersperson Ric Brereton	Vice-Chairman Finance and Personnel
Aldersperson Mike McGee	Chairman Planning & Zoning
Aldersperson Clayton Stevens	Vice-Chairman Planning & Zoning
Aldersperson Matthew Fleury	Chairman Public Safety
Aldersperson John Albertini	Vice-Chairman Public Safety
Rory Peterson	Chairman Public Works
Aldersperson Marsha Freeman	Vice-Chairman Public Works

AGENDA

December 9, 2024
6:00 p.m.
City Council Chambers
401 Whitney Blvd., Belvidere, Illinois

Call to Order:

Roll Call:

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. Building Department – Update.
 - B. Planning Department – Update.
3. Public Works, Unfinished Business: None.
4. Public Works, New Business:
 - A. Public Works Department – Update.
 - B. Constituent Request – Whitney Boulevard.
 - C. Certificate of Satisfactory Completion – Cline’s Ford Subdivision Plat #3 Remaining Public Improvements.
 - D. WWTP – Sludge Heaters Replacement – ARPA Funds – Design Build.
5. Other, Unfinished Business: None.
6. Other, New Business:
 - A. Police – Architect Agreement for Patrol Remodel.
 - B. Police – Grant Agreement Between Illinois Department of Transportation and City of Belvidere.
 - C. Fire – AFG Grant – Dual Band Pagers.
 - D. Fire – AFG Grant Equipment Amendment.
7. Adjournment:

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 12/4/2024
Re: Constituent Request – Whitney Boulevard

We have received a request from a resident on Whitney Boulevard concerned about the high rate of speed of traffic on Whitney from Logan Avenue to 6th Street. All of the cross streets between Logan Avenue and 6th Street stop at Whitney (2nd, 3rd, 4th and 5th). Review of the existing data indicates that the warrants for an all-way stop at those four intersections are not met.

Based on this information and IDOT's "Manual on Uniform Traffic Control Devices", I would recommend no additional stop signs be installed.

Memo

To: Mayor and City Council

From: Brent Anderson, Director of Public Works

Date: December 4, 2024

Re: Certificate of Satisfactory Completion – Clines Ford Subdivision Plat #3
Remaining Public Improvements

In accordance with Section 151.61(B) of the City's Subdivision Control Ordinance, I do hereby certify that all of the remaining public improvements required for Plat #3 Cline's Ford Subdivision, including sidewalks and pavement striping, have been completed and the improvements have been inspected by this department and found to be in conformance to the approved construction plans for the subdivision.

The developer has submitted his engineer's certification, as-built construction plans and a contractor's affidavit and lien waivers for the subdivision as required by the Subdivision Control Ordinance. The letter-of-credit in the amount of \$50,759.00 for the remaining public improvements may be released.

I would therefore recommend that the City Council approve a resolution accepting the remaining public improvements for Plat #3 of Cline's Ford Subdivision as constructed and releasing the letter-of-credit in the amount of \$50,759.00.



Director of Public Works

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 12/4/2024
Re: WWTP – Sludge Heaters Replacement – ARPA Funds – Design Build

The City Council has authorized \$1,021,356.69 in ARPA Funds for replacing the two sludge heaters at the WWTP. All ARPA Funds must be obligated (under contract) by no later than December 31, 2024. The sludge heaters are only available from a single source and their replacement is of an emergent nature. Based on this information, I would recommend that the city utilize the design/build process to complete this project.

We have received a design/build proposal from Baxter & Woodman/Boller for the sludge heater replacement project in the amount of \$1,320,500.00. An Owner's Contingency of \$50,000.00 is included in the that total.

I would recommend the City Council adopt a resolution waiving the bidding requirement pursuant to Sections 2-700(a) and (b) and approving the design/build proposal from Baxter & Woodman/Boller in an amount not-to-exceed \$ 1,320,500.00 for the WWTP Sludge Heater Replacement Project. This work will be paid for from ARPA Funds and Sewer Depreciation Funds.



December 4, 2024

Mr. Brent Anderson
Public Works Director
City of Belvidere
401 Whitney Boulevard, Suite 200
Belvidere, Illinois 61008

Subject: Boiler/Heat Exchanger Replacement Project – Design-Build Proposal

Mr. Anderson:

Sludge heat exchangers are a critical part of the anaerobic digestion process. The combination boiler/heat exchangers, or “Sludge Heaters”, at the Belvidere Wastewater Treatment Plant were recently rehabbed but are in need of replacement. The existing boiler/heat exchangers are also undersized for the application. The Project consists of removing the existing 375 MBtuh Sludge Heaters No. 1 and 2 and associated equipment in the Digester Control Building and replacing them with 500 MBtuh units, installing new gas detection system in the Equipment Room and Electrical Room, installing two new doors on the south side of the building to be used for removal and replacement of this equipment, temporary removal and replacement of the fencing south of this wall for construction access, and other modifications required to reconnect the sludge piping, natural gas, digester gas, electrical power, and controls wiring.

The City of Belvidere received funds through the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program and intends to use the remaining funds for the construction of the Boiler/Heat Exchanger Replacement project. These funds must be obligated – through a signed agreement – by the end of 2024. Baxter & Woodman, Inc. and Boller Construction Company have prepared the attached Design-Build Proposal for the Project. Pending City Council approval, the City can have the remaining SLFRF program funds obligated by the end of the program performance period, which is December 31, 2024.

Attached are the Agreement, progress plans, and price breakdown. If you have any questions or need any additional information, please contact me by phone (815-444-3301) or email (amunoz-crotteau@baxterwoodman.com).

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

A handwritten signature in blue ink that reads 'Anne Muñoz-Crotteau'.

Anne Muñoz-Crotteau, P.E.
Project Manager



Standard Form of Agreement Between Owner and Design-Builder - Lump Sum

This **AGREEMENT** is made as of the _____ day of _____ in the year of 20____, by and between the following parties, for services in connection with the Project identified below.

OWNER:
CITY OF BELVIDERE
401 Whitney Boulevard
Belvidere, IL 61008

DESIGN-BUILDER:
BAXTER & WOODMAN / BOLLER CONSTRUCTION, LLC
8678 Ridgefield Road
Crystal Lake, IL 60012

PROJECT:
CITY OF BELVIDERE ILLINOIS BOILER/HEAT EXCHANGER REPLACEMENT

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

Article 1

Scope of Work

1.1 Design-Builder shall perform all design and construction services, and provide all material, equipment, tools, and labor necessary to complete the Work described in and from the Contract Documents.

Article 2

Contract Documents

2.1 The Contract Documents are comprised of the following:

2.1.1 All written modifications, amendments, minor changes, and Change Orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder (2010 Edition)* ("General Conditions of Contract") as modified;

2.1.2 The Basis of Design Documents, including the Owner's Project Criteria, Design-Builder's Proposal, and the Deviation List, if any, contained in the Design-Builder's Proposal, which shall specifically identify any and all deviations from Owner's Project Criteria;

2.1.3 This Agreement, including all exhibits and attachments, executed by Owner and Design-Builder (such as scope of work and preliminary design drawings);

2.1.4 The General Conditions of Contract;

2.1.5 Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract.

Article 3

Interpretation and Intent

3.1 Design-Builder and Owner, prior to execution of the Agreement, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents, for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement.

3.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict, or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof. Conflicts existing within Section 2.1.2 shall be resolved by giving precedence first to the Deviation List, if any, then the Owner's Project Criteria, and then the Design-Builder's Proposal.

3.3 Terms, words, and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

3.4 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

Article 4

Ownership of Work Product

4.1 Work Product. All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents, subject to the provisions set forth in Sections 4.2 through 4.5 below.

4.2 Owner's Limited License Upon Project Completion and Payment in Full to Design-Builder. Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder transfers to Owner all ownership and property interests, including but not limited to any intellectual property rights, copyrights and/or patents, in the Work Product. Such transfer is conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on the Owner's obligations to provide the indemnity set forth in Section 4.5 below.

4.3 Owner's Limited License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate. If Owner terminates this Agreement for its convenience as set forth in Article 8 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project, and Owner shall thereafter have the same rights as set forth in Section 4.2 above.

4.4 Owner's Limited License upon Design-Builder's Default. If this Agreement is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract, then Design-Builder grants Owner a limited license to use the Work Product to complete the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 4.3 above.

4.5 Owner's Indemnification for Use of Work Product. If Owner is required to indemnify any Indemnified Parties based on the use or alteration of the Work Product under any of the circumstances identified in this Article 4, Owner shall defend, indemnify and hold harmless such Indemnified Parties from and against any and all claims, damages, liabilities, losses and expenses, including attorneys' fees, arising out of or resulting from the use or alteration of the Work Product.

Article 5

Contract Time

5.1 Date of Commencement. The Work shall commence within ten (10) days of Design-Builder's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing.

5.2 Substantial Completion and Final Completion.

5.2.1 Substantial Completion of the entire Work shall be achieved no later than 425 days after the notice to proceed ("Scheduled Substantial Completion Date").

5.2.2 Final Completion of the Work or identified portions of the Work shall be achieved within 515 days after the notice to proceed. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.7 of the General Conditions of Contract.

5.2.3 All of the dates set forth in this Article 5 (collectively the "Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

5.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

5.4 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 of the General Conditions of Contract, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price for those events set forth in Section 8.2.1 of the General Conditions of Contract, provided, however, for Force Majeure Events, Design-Builder shall only be entitled to an increase in the Contract Price if said events exceed 30 cumulative days. Said additional compensation shall be limited to: the direct costs and expenses Design-Builder can demonstrate it has reasonably and actually incurred as a result of such event.

Article 6

Contract Price

6.1 Contract Price. Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the lump sum of one million three hundred twenty thousand and five hundred dollars (\$1,320,500) ("Contract Price") subject to adjustments made in accordance with the General Conditions of Contract. Included in this sum is a fifty thousand dollar (\$50,000) Owner Contingency. Refer to Attachment 1 for base pricing, additional scope items, and Contingency. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer, and other taxes mandated by applicable Legal Requirements.

6.2 Markups for Changes. If the Contract Price requires an adjustment due to changes in the Work, and the cost of such changes is determined under Sections 9.4.1.3 or 9.4.1.4 of the General Conditions of Contract, the following markups shall be allowed on such changes:

6.2.1 For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Builder shall receive a fee of eighteen percent (18%) of the additional costs incurred for that Change Order.

6.2.2 For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall include no additional reduction to account for Design-Builder's Fee or any other markup.

Article 7

Procedure for Payment

7.1 Progress Payments.

7.1.1 Design-Builder shall submit to Owner on the first (1st) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

7.1.2 Owner shall make payment in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

7.2 Retention. The Owner will retain 0% at each Application for Payment.

7.3 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

7.4 Record Keeping and Finance Controls. With respect to changes in the Work performed on a cost basis by Design-Builder pursuant to the Contract Documents, Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time-to-time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to changes in the Work performed on a cost basis in accordance with the Contract Documents, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by the Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, with the composition of such multiplier or markup not being subject to audit.

Article 8

Termination for Convenience

8.1 Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:

8.1.1 All Work executed and for proven loss, cost or expense in connection with the Work;

8.1.2 The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and

8.1.3 The fair and reasonable sums for overhead and profit on the sum of items 8.1.1 and 8.1.2 above.

8.2 If Owner terminates this Agreement pursuant to Section 8.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 4.3 hereof. Such rights may not be transferred or assigned to others without Design-Builder's express written consent and such third parties' agreement to the terms of Article 4.

Article 9

Representatives of the Parties

9.1 Owner's Representatives.

9.1.1 Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes.

Brent Anderson
Public Works Director
401 Whitney Boulevard
Belvidere, IL 61008

9.2 Design-Builder's Representatives.

9.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes. Remove Section 10.2.3 of the General Conditions of Contract:

Derek J. Wold, P.E.
Managing Partner
Baxter & Woodman / Boller Construction, LLC
8678 Ridgefield Road
Crystal Lake, IL 60012

Article 10

General Provisions

10.1 Ability to Perform. Design-Builder represents that it is financially solvent, has the necessary financial resources, has sufficient experience and competence, and has the necessary capital facilities, organization, and staff necessary to provide, perform, and complete the Services in accordance with this Agreement and in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

10.2 Authorization. The execution, delivery, and performance by the Design-Builder of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its

organizational documents, as amended and supplemented, any of the applicable requirements of law or constitute a breach of or default under, or require any consent under, any agreement, instrument, or document to which the Design-Builder is now a party or by which the Design-Builder is now or may become bound.

10.3 Company Background. The information disclosed by the Design Builder regarding its corporate structure, financial condition, expertise, and experience is true and correct. The Design-Builder will promptly notify Owner in writing of any material change to or about the Design-Builder, including without limitation to change in ownership or control, and any change will be subject to Owner approval which will not be unreasonably withheld.

10.4 Conflict of Interest. The Design-Builder represents and certifies that, to the best of its knowledge (1) no City employee, official, or agent has an interest in the business of the Design-Builder or this Agreement; (2) as of the date of this Agreement neither the Design-Builder nor any person employed or associated with the Design-Builder has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Design-Builder nor any person employed by or associated with the Design-Builder will at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

10.5 No Collusion. The Design-Builder represents and certifies that the Design-Builder is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Design-Builder is contesting, in accordance with the procedures established by the appropriate revenue act. its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 2012, 720 ILCS 5/33E-1 *et seq.* The Design-Builder represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Owner prior to the execution of this Agreement and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it is found that the Design-Builder has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Design-Builder will be liable to the Owner for all loss or damage that the Owner may suffer, and this Agreement will, at the Owner's option, be null and void

10.6 Sexual Harassment Policy. The Design-Builder certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4)

10.7 No Default. The Design-Builder is not in arrears to the Owner under any debt or contract and is not in default as surety, contractor, or otherwise to any person, unless as disclosed the Owner in writing.

10.8 No Legal Actions Preventing Performance. As of the Effective Date, the Design-Builder has no knowledge of any action, suit, proceeding, claim, or investigation pending or to its knowledge threatened against the Design-Builder in any court, or by or before any federal, state, municipal, or governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, would materially affect the Design-Builder's ability to perform its obligation under this Agreement.

10.9 Patriot Act Compliance. The Design-Builder represents and warrants to the Owner that neither the Design-Builder nor any of its principals, shareholders, or other employees or officials (collectively "**Personnel**") is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Design-Builder further represents and warrants that the Design-Builder and its Personnel are not directly or indirectly engaged in or facilitating

transactions related to this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Design-Builder must, and will, defend, indemnify, and hold harmless the Owner and its officials, officers, authorities, and all Owner elected or appointed officials, officers, employees, agents, representatives, and attorneys from and against every claim, damage, loss, risk, liability, and expense (including attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this Article 10.

Article 11

Bonds and Insurance

11.1 Insurance. Design-Builder and Owner shall procure the insurance coverages set forth in the Insurance Exhibit attached hereto and in accordance with Article 5 of the General Conditions of Contract.

11.2 Bonds and Other Performance Security. Design-Builder shall provide the following performance bond and labor and material payment bond or other performance security:

Performance Bond.

Required Not Required

Payment Bond.

Required Not Required

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement and perform the services described herein.

OWNER:

City of Belvidere
(Name of Owner)

(Signature)

(Printed Name)

(Title)

Date: _____

DESIGN-BUILDER:

Baxter & Woodman / Boller Construction, LLC
(Name of Design-Builder)

(Signature)

Derek J. Wold
(Printed Name)

Managing Partner
(Title)

Date: _____

(Signature)

Steven G. Dalbec
(Printed Name)

Managing Partner
(Title)

Date: _____



Belvidere WWTP Boiler-Heat Exchanger Replacement			
ITEM #	TRADE DESCRIPTIONS		
1	General Work	\$ 183,031	
2	Boiler/Heat Exchangers	\$ 726,029	
3	Gas Safety Equipment	\$ 42,255	
4	Mechanical	\$ 182,745	
5	Electrical	\$ 101,604	
6	SCADA	\$ 34,836	
SUBTOTAL		\$ 1,270,500	
SUGGESTED OWNER'S CONTINGENCY		\$ 50,000	
PROJECT TOTAL		\$ 1,320,500	

FINAL DESIGN
NOT FOR BIDDING

CITY OF BELVIDERE, ILLINOIS

BOILER/HEAT EXCHANGER REPLACEMENT



INDEX TO DRAWINGS

DL - GENERAL	DATE, SEE EACH DRAWING AND NOTES
DS - SITE	FOUNDATION, GENERAL NOTES & DETAILS
DE - ELECTRICAL	ELECTRICAL SYMBOLS
DC - CIVIL	GENERAL NOTES
BL - BOILER/HEAT EXCHANGER	BOILER/HEAT EXCHANGER
BT - MECHANICAL	Mechanical Equipment
PT - PIPING	PLUMBING SYMBOLS
PE - ELECTRICAL	ELECTRICAL SYMBOLS
PL - PAVEMENT	PAVEMENT SYMBOLS
PS - STRUCTURAL	STRUCTURAL SYMBOLS

PROJECT MANAGER

STRUCTURAL ENGINEER

ELECTRICAL ENGINEER

BAXTER & WOODMAN
Consulting Engineers

www.baxterwoodman.com

PROJECT NO. 240110103 DATE: 10/20/14

CONTRACTOR'S NOTES

1. THE CONTRACTOR SHALL VERIFY THE EXISTING CONDITIONS AT THE PROJECT LOCATION PRIOR TO THE START OF CONSTRUCTION.

2. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES DURING THE CONSTRUCTION PERIOD.

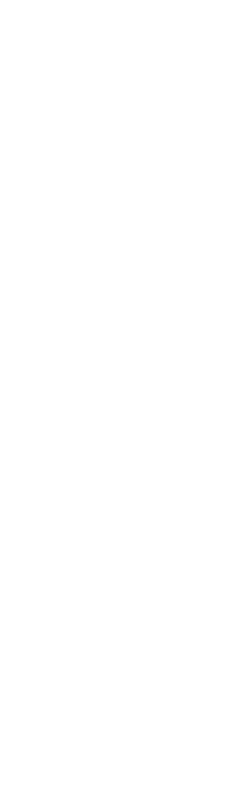
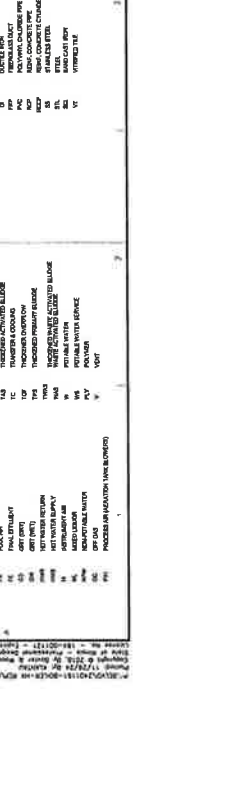
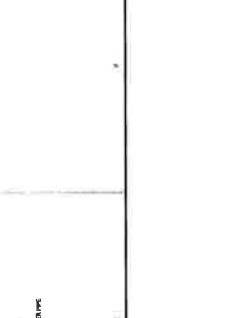
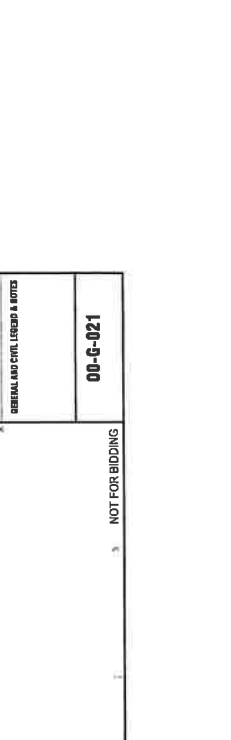
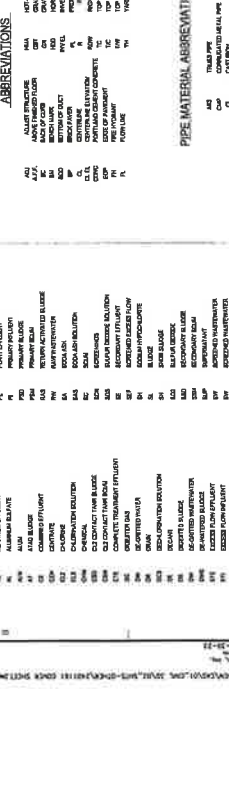
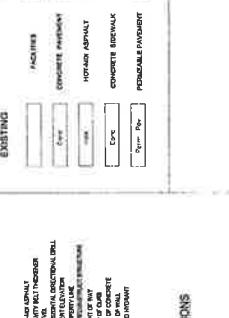
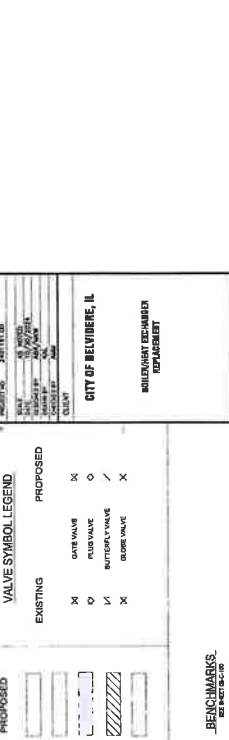
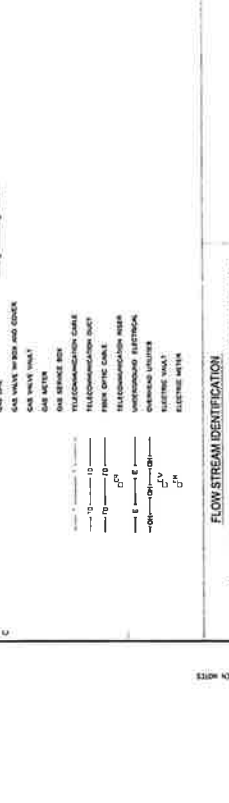
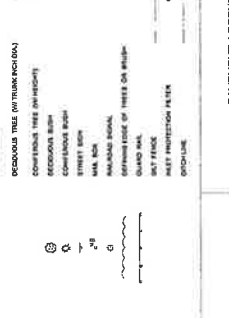
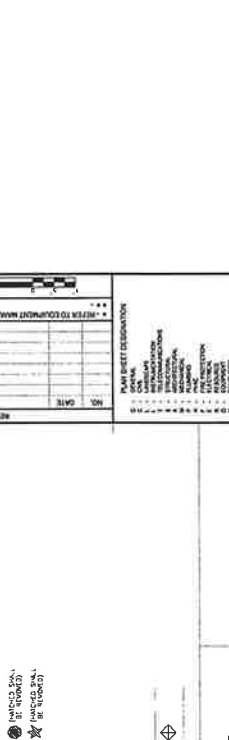
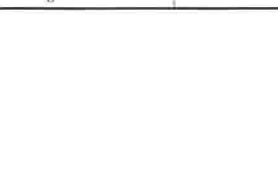
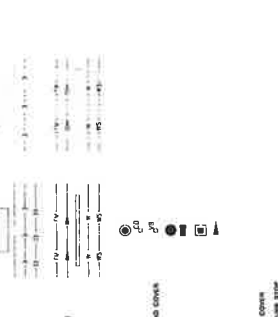
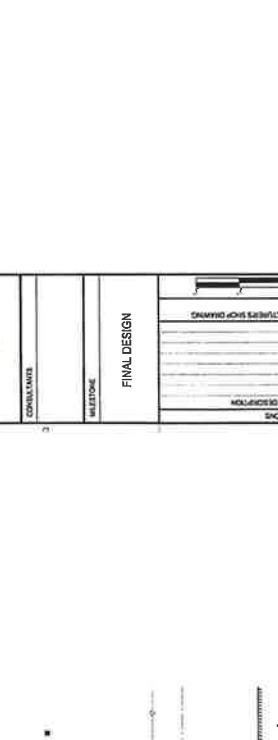
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF BELVIDERE.

4. THE CONTRACTOR SHALL MAINTAIN THE NEAREST NEIGHBORHOODS AND TRAFFIC FLOW THROUGHOUT THE PROJECT.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.



PROJECT NO. 240110103 DATE: 10/20/14



NOT FOR BIDDING

00-6-021

CHALLENGE

MISSTOCK

FINAL DESIGN

NO	DATE	REVISION

APPROVED FOR CONSTRUCTION MANUFACTURER'S SHOP DRAWINGS

DATE

DESIGNATION

PROJECT DESIGNATION

OWNER

CITY OF BELVIDERE, IL

INDUSTRIAL REFINER
REPLACEMENT

PROJECT NO.

PROJECT TITLE

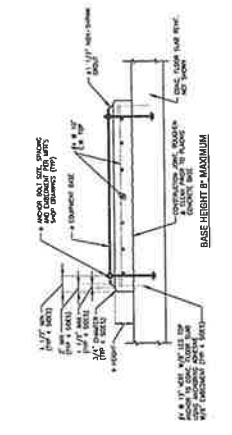
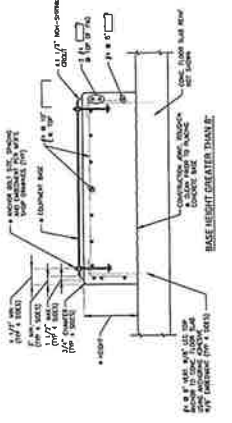
STRUCTURAL GENERAL NOTES & DETAILS

00-G-041

NOT FOR BIDDING

STRUCTURAL GENERAL NOTES

- 1. SLABE SIZES 12"x6" EACH
- 2. ALL CONCRETE SHALL BE MINIMUM 28 DAY COMPRESSIVE STRENGTH 4000 PSI
- 3. PROVIDE REINFORCING BARS IN COMPLIANCE WITH ASTM A615 GRADE 60
- 4. ALL REINFORCING BARS SHALL BE AT LEAST #4
- 5. ALL REINFORCING BARS SHALL BE LAP SPUN AT 48" ON CENTER
- 6. PROVIDE PROTECTIVE COVER FOR REINFORCING BARS IN COMPLIANCE WITH ACI 318
- 7. PROVIDE PROTECTIVE COVER FOR REINFORCING BARS IN COMPLIANCE WITH ACI 318
- 8. PROVIDE PROTECTIVE COVER FOR REINFORCING BARS IN COMPLIANCE WITH ACI 318
- 9. PROVIDE PROTECTIVE COVER FOR REINFORCING BARS IN COMPLIANCE WITH ACI 318



CONCRETE EQUIPMENT BASE DETAIL

1. BASE HEIGHT GREATER THAN 6".

2. BASE HEIGHT GREATER THAN 6".

3. BASE HEIGHT GREATER THAN 6".

4. BASE HEIGHT GREATER THAN 6".

EXPANSION TANK SUPPORT

1. EXPANSION TANK SUPPORTS SHALL BE 6" DIA. STEEL TUBING WITH 1/2" WALL THICKNESS.

2. EXPANSION TANK SUPPORTS SHALL BE 6" DIA. STEEL TUBING WITH 1/2" WALL THICKNESS.

3. EXPANSION TANK SUPPORTS SHALL BE 6" DIA. STEEL TUBING WITH 1/2" WALL THICKNESS.



- NOTES:**
- 1. EXPANSION TANK SUPPORTS SHALL BE 6" DIA. STEEL TUBING WITH 1/2" WALL THICKNESS.
 - 2. EXPANSION TANK SUPPORTS SHALL BE 6" DIA. STEEL TUBING WITH 1/2" WALL THICKNESS.
 - 3. EXPANSION TANK SUPPORTS SHALL BE 6" DIA. STEEL TUBING WITH 1/2" WALL THICKNESS.

NOTE:
 1. ALL DIMENSIONS SHOWN ARE TO FACE UNLESS OTHERWISE NOTED.
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

BENCHMARKS:
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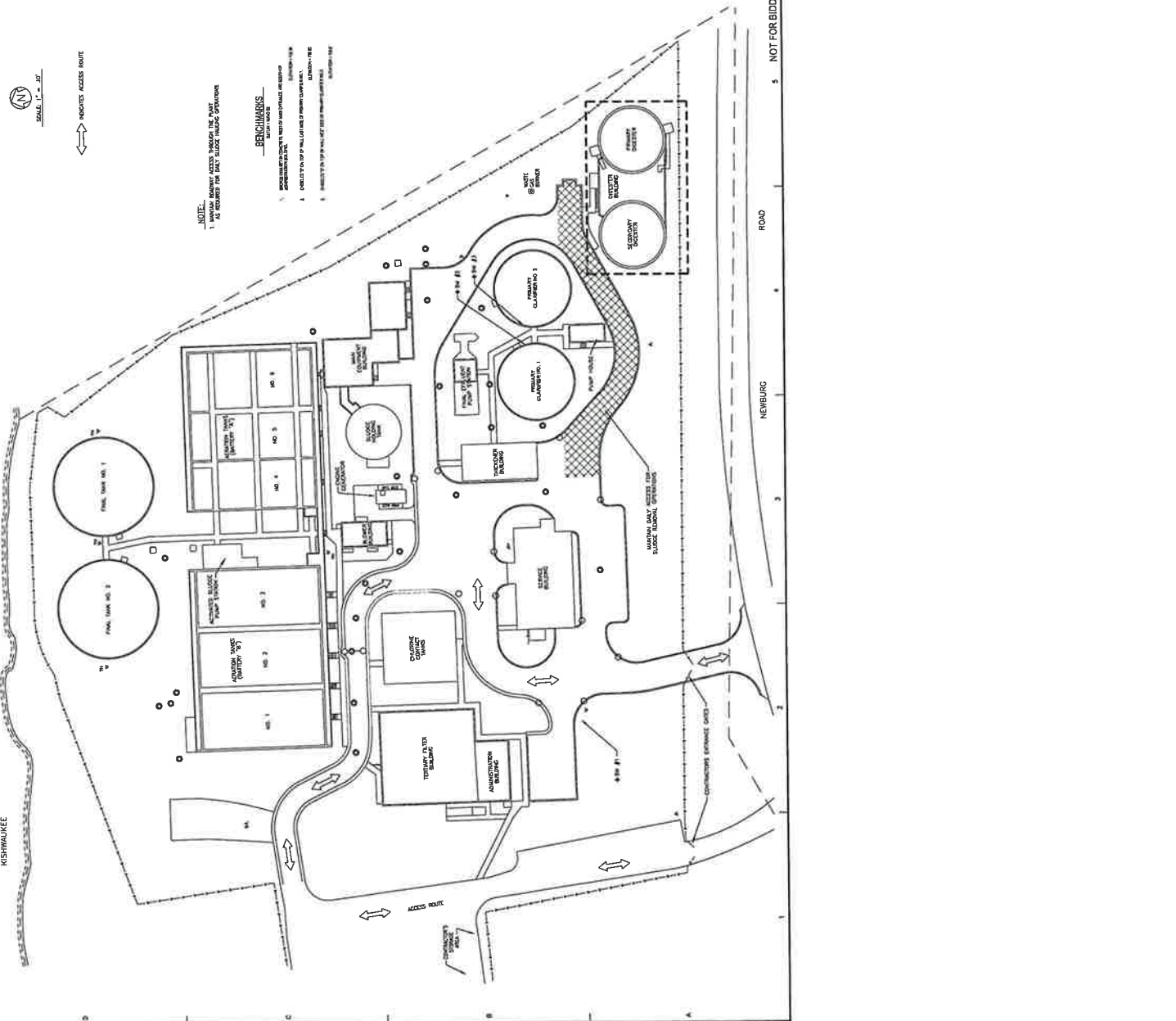
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CITY OF BELVIDERE, IL:
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SEWERAGE TREATMENT PLANT:
 1. ALL DIMENSIONS SHOWN ARE TO FACE UNLESS OTHERWISE NOTED.
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REPLACEMENT:
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REPLACEMENT:
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PROJECT INFORMATION:
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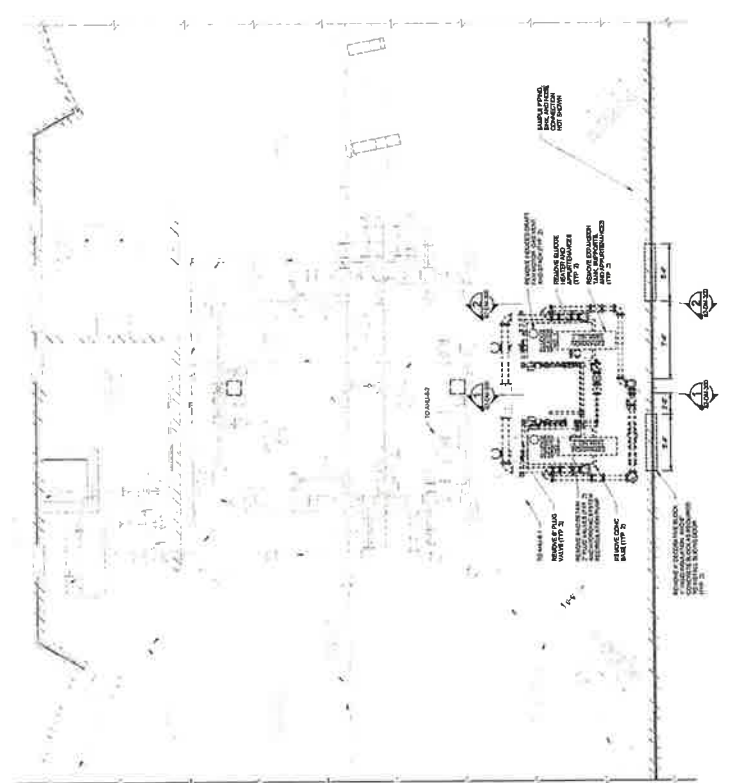
- CONTRACT DESCRIPTION
- CONTRACT NO.
- PROJECT NO.
- DATE
- PROJECT LOCATION
- PROJECT OWNER
- PROJECT ENGINEER
- PROJECT ARCHITECT
- PROJECT CONTRACTOR
- PROJECT SUBCONTRACTOR
- PROJECT SCHEDULE

CITY OF BELLEVUE, IL
SCHEDULE OF EXERCISES
REPLACEMENT

SCALE: 1/8" = 1'-0"

82 - BEXTER INSULIM
REPLACEMENT PLAN

82-DM-100



NOT FOR BIDDING

REVISIONS

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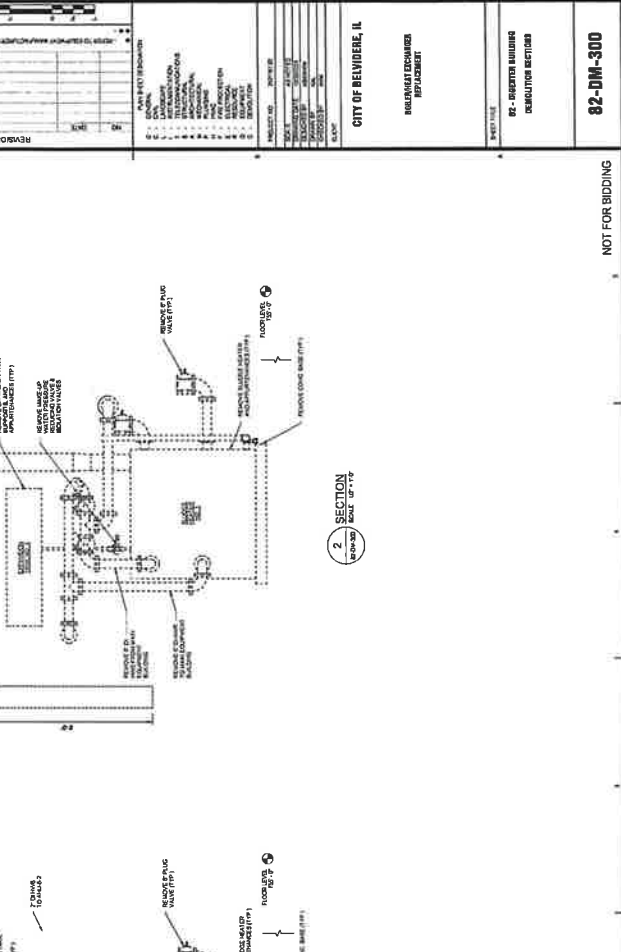
CITY OF BELLEVILLE, IL

REVISIONS

PROJECT NO. 82-DM-300

DATE: 01/15/19
 DRAWN BY: [NAME]
 CHECKED BY: [NAME]
 APPROVED BY: [NAME]

82-DM-300
 DESCRIPTION SECTION



NOT FOR BIDDING

NO.	DATE	REVISIONS
1	08/15/00	ISSUE FOR PERMIT
2	08/15/00	ISSUE FOR BIDDING

NO.	DATE	REVISIONS
1	08/15/00	ISSUE FOR PERMIT
2	08/15/00	ISSUE FOR BIDDING

0	GENERAL NOTES
1	MECHANICAL
2	ELECTRICAL
3	PLUMBING
4	HEATING, VENTILATION & AIR CONDITIONING
5	CONSTRUCTION
6	ARCHITECTURAL
7	PAINTING
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REVISIONS

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	11/15/2011
2	ISSUED FOR PERMIT	11/15/2011
3	ISSUED FOR PERMIT	11/15/2011
4	ISSUED FOR PERMIT	11/15/2011
5	ISSUED FOR PERMIT	11/15/2011

PLAN SHEET DESIGNATION

PROJECT NO. 11111111

CITY OF BELVIDERE, ILLINOIS

WATER TREATMENT PLANT

ELECTRICAL SCHEDULE

82-E-300

Cable and Conduit Schedule

Conduit No.	Load	Wire Size	Conduit Type	Conduit Size	Voltage, ϕ	Drawing	ORIGIN	DESTINATION	Notes
B2-001	SH NO. 1 CONTROL PANEL POWER	3 #12, 1 #12 EGC	RMC	3/4"	480, 3	B2-E-100	EXISTING MCC - BUCKET 3L	SLUDGE HEATER NO. 1 CONTROL PANEL	
B2-002	SH NO. 2 BUILDING TEMP SWITCH	2 #12	RMC	3/4"	120, 1	B2-E-100	SLUDGE HEATER NO. 1 CONTROL PANEL	SH NO. 1 BUILDING TEMP SWITCH	
B2-003	SH NO. 1 DIGITAL FEEDBACK	4 #14	RMC	3/4"	120, 1	B2-E-100	SLUDGE HEATER NO. 1 CONTROL PANEL	EXISTING CP-0400	
B2-004	SH NO. 1 ANALOG FEEDBACK	3 -STP	RMC	3/4"	24, DC	B2-E-100	SLUDGE HEATER NO. 1 CONTROL PANEL	EXISTING CP-0400	
B2-005	SH NO. 2 CONTROL PANEL POWER	3 #12, 1 #12 EGC	RMC	3/4"	480, 3	B2-E-100	EXISTING MCC - BUCKET 3R	SLUDGE HEATER NO. 2 CONTROL PANEL	
B2-006	SH NO. 2 BUILDING TEMP SWITCH	2 #12	RMC	3/4"	120, 1	B2-E-100	SLUDGE HEATER NO. 2 CONTROL PANEL	SH NO. 2 BUILDING TEMP SWITCH	
B2-007	SH NO. 2 DIGITAL FEEDBACK	4 #14	RMC	3/4"	120, 1	B2-E-100	SLUDGE HEATER NO. 2 CONTROL PANEL	EXISTING CP-0400	
B2-008	SH NO. 2 ANALOG FEEDBACK	3 -STP	RMC	3/4"	24, DC	B2-E-100	SLUDGE HEATER NO. 2 CONTROL PANEL	EXISTING CP-0400	

LEGEND

- - GENERAL EQUIPMENT
- - LIGHTING
- △ - INSTRUMENTATION
- ◇ - TELEPHONE
- ◇ - TELEVISION
- ◇ - TELETYPE
- ◇ - TELEGRAPH
- ◇ - TELEFAX
- ◇ - TELEVISION
- ◇ - TELETYPE
- ◇ - TELEFAX
- ◇ - TELEVISION
- ◇ - TELETYPE
- ◇ - TELEFAX

PROJECT NO. 11111111

CITY OF BELVIDERE, ILLINOIS

WATER TREATMENT PLANT

ELECTRICAL SCHEDULE

82-E-300



BELVIDERE
POLICE

Daniel Smaha
Deputy Chief—Investigations

Shane Woody
Chief of Police

David Bird
Deputy Chief—Patrol

615 N. Main Street - Belvidere, IL 61008 - Phone: 815-544-9626 - Fax: 815-544-9603 - www.belvidereil.gov

Date: 12/9/2024
To: Mayor Morris and City Council
From: Chief Shane Woody
Re: Architect Agreement for Patrol Remodel

A few months ago, I was made aware that the Sheriff's Department will be doing a major remodel in the lower level of the Public Safety Building. That will cause them to repurpose one of their offices in the lower level of the PSB that they have allowed the police department to use for our community policing coordinator.

The County, in an attempt to mitigate that impact, has offered, at their expense, to remove and expand the wall in the training area (Exhibit A) that is shared with the Belvidere patrol office. That expansion would provide 368 square feet of additional space for the police department to use for patrol.

I would propose using the 368 square feet to construct 2 offices as well as remove the highlighted wall in (Exhibit A). That would allow the department to expand the patrol office and create more useable and functional space (Exhibit B).

My proposal would be to use a combination of impact fees for construction costs and asset forfeiture for any furnishings once the construction is complete.

Included in your packet you will find an architectural proposal in the amount of \$16,300 dollars for designing and providing construction documents for the police departments patrol expansion project provided by Ollmann, Ernest and Martin. Any future costs will be assessed once the project has been awarded.

Motion: Approve the expenditure of \$16,300 dollars from the Belvidere Police Department impact fees and authorize the Mayor to sign the owner architect agreement for design plans for reworked officer work areas and offices within the lower level of the Boone County Public Safety Building.

EXHIBIT A

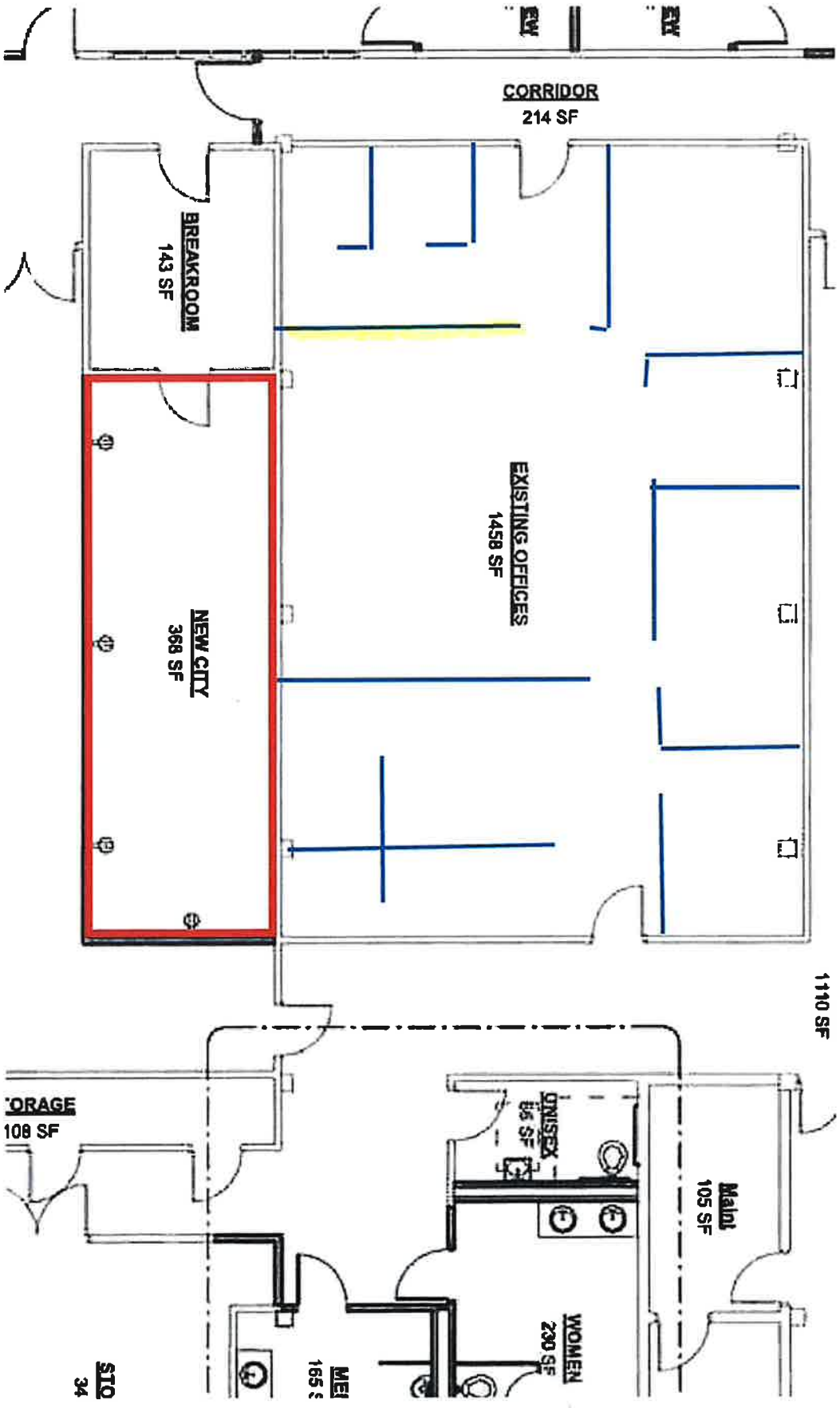
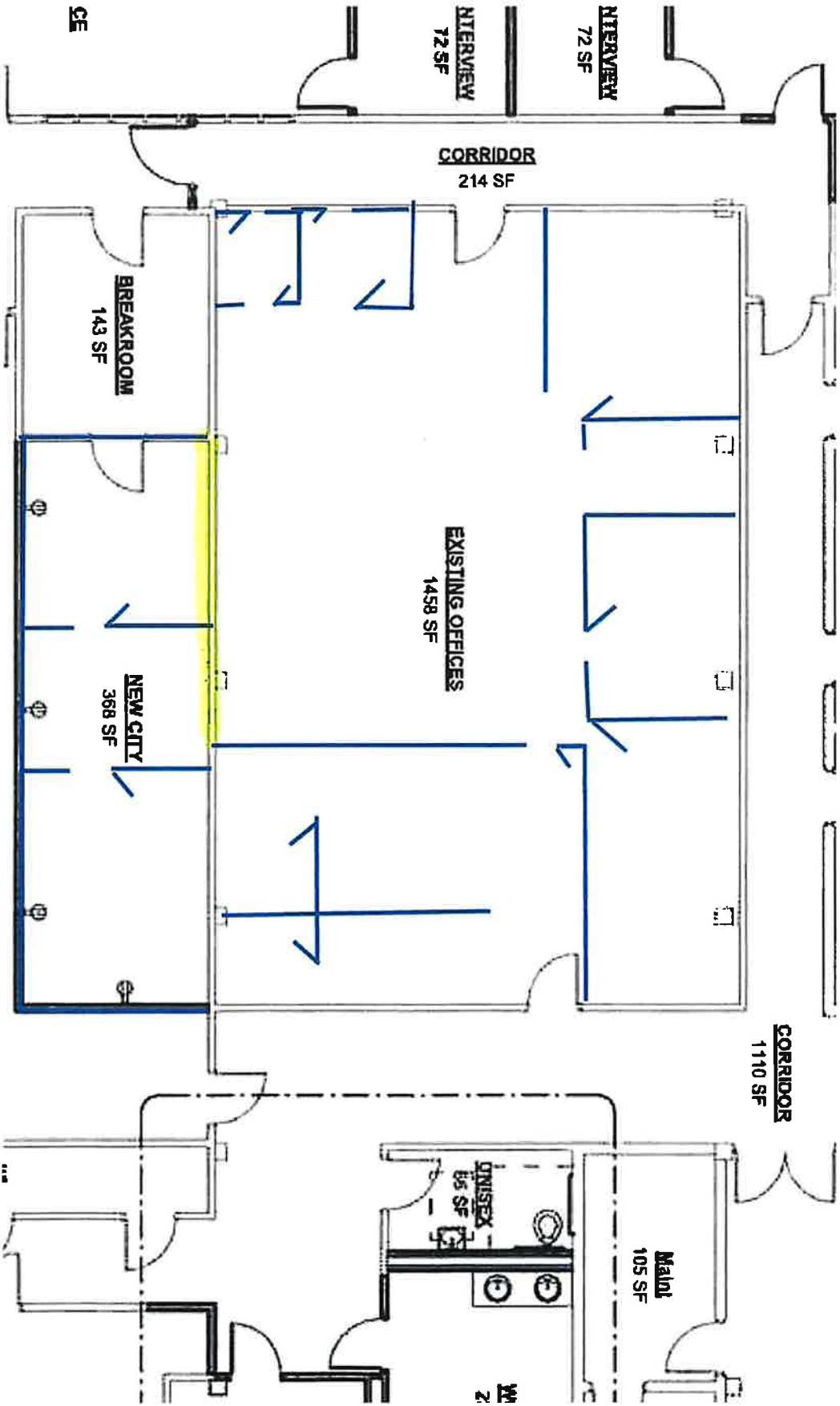


Exhibit B





OLLMANN ERNEST MARTIN

Architects - Engineers - Planners
200 South State Street
Belvidere, Illinois 61008
815-544-7790 Phone

Deputy Chief David Bird
Belvidere Police Department
615 North Main Street
Belvidere, Illinois 61008

November 20, 2024

Owner Architect Agreement for design plans for reworked officer work areas and offices within the lower level of the Boone County Public Safety Building in Belvidere, Illinois.

THIS AGREEMENT, Made this 20th day of November 2024 by Belvidere Police Department, hereinafter called the OWNER and Ollmann Ernest Martin Architects, PC, herein after called the ARCHITECT;

WITNESSETH,

That whereas the Owner intends to have the Architect provide design plans for the improvements to the facility in Belvidere, Illinois herein called the Project:

- A. **Construction Document and Construction:** **\$15,500**
 - 1.1 Verify existing building conditions.
 - 1.2 Provide preliminary design plans for Owner discussions.
 - 1.3 Adjust design based on owner's direction to settle on final design plan.
 - 1.4 Provide Architectural Drawings and Specifications.
 - 1.5 Provide Electrical, HVAC & Plumbing Drawings and Specifications if required.
 - 1.6 Assist Owner in Obtaining Building Permits with submission to city and adjustments if necessary.
 - 1.7 Assist Owner in bidding project to General Contractors for lump sum bids.
 - 1.8 Assist Owner in Executing Owner Contractor Contract
- B. **Construction Administration:** **Hourly or TBD**
 - 1.9 Review of Shop Drawings as required.
 - 1.10 Assist with Contractor questions throughout construction.
 - 1.11 Site Observation for Conformance to Construction Documents
 - 1.12 Final Punch List
- C. **Reimbursable:**
 - 1.13 Reimbursable costs based on 1.10 times the amounts expended by the Architect in the interest of the project. A sufficient allowance for the Preconstruction Document Work would be: **\$800**
- D. **Work not included:**
 - 1.14 Design of phone, data, and security/alarm and cable systems.
 - 1.15 Costs of all permits.
 - 1.16 Costs of soil borings and testing.

Please see attached page 2 for terms and conditions associated with this agreement. If you have any questions contact me at your convenience. If this proposal is acceptable please sign and return to Ollmann Ernest Martin Architects PC. Thank you for the opportunity to provide a proposal for this design work.

Jeff Ernest

Ollmann Ernest Martin Architects PC

Owner

Date



OLLMANN ERNEST MARTIN

Architects - Engineers - Planners
200 South State Street
Belvidere, Illinois 61008
815-544-7790 Phone

AGREEMENT FOR THE PROVISIONS OF LIMITED PROFESSIONAL SERVICES STANDARD TERMS AND CONDITIONS

Owners Responsibility

1. The Owner shall:
 - a. Provide access to the site for all necessary activities required for the Architect to perform their work.
 - b. Supply any available information regarding project requirements.
 - c. Contract for signage separately.
 - d. Contract for furniture separately.
 - e. Contract phone, data, and security/alarm and cable systems separately.
 - f. Pay for all permits separately from the architect's proposal
 - g. Provide any necessary soil investigations.

Compensation

1. Where compensation shall be hourly basis, or for additional services, the following fee schedule shall apply:

a. Clerical	\$110/hour	f. Project Manager	\$160/hour
b. Accounting	\$110/hour	g. Project Architect	\$175/hour
c. Interior Designer	\$130/hour	h. Structural Engineer	\$175/hour
d. Intern Architect	\$115/hour	i. MEP Engineer	\$175/hour
e. Spec Writer	\$150/hour	j. Principal	\$260/hour
2. Compensation for reimbursable expenses as described below shall be based on 1.10 times the amounts expended by the Architect in the interest of the project. Including but not limited to Expenses for out-of-town travel in connection with the Project @ current IRS mileage rate, Long distance communications, Reproductions and photography, Postage.

Changes and Additional Services

If the Architect is asked to perform services in addition to those listed herein by reason of changes ordered by the Owner, or for project(s) not listed, the Architect shall receive compensation for these additional services in accordance with the hourly rates in section Compensation or on the basis of fixed fees.

Payment

Payments to the Architect shall be made monthly and shall be in proportion to services performed and within 30 days after presentation of Architect's invoice. Bills unpaid after 30 days shall be subject to 1.5% or legal rate on unpaid balances. Any amount unpaid after 90 days of a billing date, the owner shall pay all costs of collection, including reasonable attorney's fees.

Limitation of Liability

In recognition of the relative risks, rewards and benefits of the project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees that, to the fullest extent permitted by law, the Architects' total liability to the Owner for any injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed 1 times the contract amount between the Owner and the Architect. Such causes include, but not limited to, the Architects negligence, errors, omissions, strict liability, breach of contract or breach of warranty

Termination of Agreement

This agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination due to the fault of others other than the Architect or discontinued, at the Owner's request, the Architect shall be paid for services performed to termination date, including reimbursements then due.

Ownership of Documents

Ownership of documents as instruments of service is and shall remain the property of the Architect.

Successors and Assigns

The Owner and the Architect respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party to the Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign, sublet or transfer any interest in the Agreement without the written consent of the other.



BELVIDERE
POLICE

Daniel Smaha
Deputy Chief—Investigations

Shane Woody
Chief of Police

David Bird
Deputy Chief—Patrol

615 N. Main Street - Belvidere, IL 61008 - Phone: 815-544-9626 - Fax: 815-544-9603 - www.ci.belvidere.il.us

Date: December 9, 2024

To: Mayor Morris and City Council

From: Chief Shane Woody

Re: Grant Agreement Between Illinois Department of Transportation and City of Belvidere

In your packet you will find grant agreement #HS-25-0079 between the State of Illinois, Illinois Department of Transportation (IDOT) and the City of Belvidere (City).

The Sustained Traffic Enforcement Program (STEP) grant is designed to increase highway safety through the reduction of motor vehicle crashes, fatalities and injuries; increase proper use of occupant protection devices; and reduce impaired driving. The program accomplishes these goals by implementing strategies such as enforcement, training, outreach, and education.

Mandatory enforcement campaigns occur on Thanksgiving, Christmas/New Years, St. Patrick's Day, Memorial Day, Independence Day, and Labor Day. These campaigns concentrate on Impaired Driving and/or Occupant Protection but also target contributory causes of crashes such as speeding, electronic device use, failure to yield, disobeying traffic control signal/devices.

Officers are hired back at an overtime rate and the City is reimbursed 100% for the total hours worked by all officers for each campaign through allowable grant funds.

IDOT has approved \$55,632.00 dollars in grant funding for the City of Belvidere for FY25 STEP grant program.

Motion: To approve the grant agreement between the State of Illinois, Illinois Department of Transportation and City of Belvidere for FY25 and accept \$55,632.00 in grant funding for traffic enforcement.



Illinois Department of Transportation

Bucksheet

Reset Form

Under \$250,000 Over \$250,000

Priority

Normal

Office: Highways Project Implementation District / CO: Bureau:

File Subject: Agreement, Signature Amount Range: Under \$250,000

Secretary Explanation

Subject: State and Community Highway Safety/National Priority Safety Program

Project in Relation to: Highway Safety Grant

Description of Action: Executive Signatures for Execution

DBE Goal: None IL Works Capitol/Stimulus Notary Required

FY Deadline Fiscal Year Date: 09/30/2025

Consultant Name/Contractor: City of Belvidere Letting Date:

County: District: Job Number: n/a PTB-Item: n/a

Amount of Agreement: 55632.00 Route: n/a

Section: n/a Phase: n/a Contract Number: n/a Agreement Number: HS-25-0079

State Dollars: 0.00 Federal Dollars: 55632.00 Local Dollars: 0.00 Total Dollars: 55632.00

Source of State Fund: not applicable % Reimburse from Feds: 100%

Remarks: STEP template was approved to form by OCC attorney Jennifer Kuntz on 9/25/24. Please see Carissa Calloway for questions.



**GRANT AGREEMENT
 BETWEEN
 THE STATE OF ILLINOIS, ILLINOIS DEPARTMENT OF TRANSPORTATION
 AND
 City of Belvidere**

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

PART ONE – The Uniform Terms

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

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

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

Illinois Department of Transportation

City of Belvidere

By: _____
Signature of Omer Osman, P.E. Secretary of Transportation

By: _____
Signature of Authorized Representative

By: _____
Signature of Designee

Date: _____
Printed Name: Shane Woody

Date: _____

Printed Name: Stephane B. Seck-Birhame, BSPE Bureau Chief
Printed Title: _____

Printed Title: Authorizing Representative

E-mail: Woody@belviderepoliceil.gov

Designee

By: _____

By: _____

Signature of

Signature of Second Grantee Approver, if applicable

Date: _____

Date: _____

Printed Name: _____

Printed Name: _____

Printed Title: _____

Printed Title: _____

Second Grantor Approver

Second Grantee Approver
(optional at Grantee's discretion)

By: _____

Signature of

Date: _____

Printed Name: _____

Printed Title: _____

Third Grantor Approver

By: _____

Signature of

Date: _____

Printed Name: _____

Printed Title: _____

Fourth Grantor Approver

PART ONE – THE UNIFORM TERMS

ARTICLE I
DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

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

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

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

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "net revenue."

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

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

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

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

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

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

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

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

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

ARTICLE II
AWARD INFORMATION

2.1. **Term.** This Agreement is effective on 10/01/2024 and expires on 09/30/2025 (the Term), unless terminated pursuant to this Agreement.

2.2. **Amount of Agreement.** Grant Funds are estimated to be \$55,632.00, of which \$55,632.00 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. **Payment.** Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**): If the Grantor is to pay a Third Party for grant related goods/services, Grantee will submit invoices, C-13 invoice voucher and/or a BoBS 650 (Rev. 04/02/24) travel voucher along with required supporting documentation directly to the Grantor for payment; or If the Grantor is to pay the Grantee directly for grant related goods/services, Grantee will submit a BSPE 500, along with required supporting documentation.

2.4. **Award Identification Numbers.** If applicable, the Federal Award Identification Number (FAIN) is 69A37523300004020ILO, the federal awarding agency is National Highway Traffic Safety Administration, and the Federal Award date is 11/30/2022. If applicable, the Assistance Listing Program Title is State and Community Highway Safety/National Priority Safety Programs and Assistance Listing Number is 20.600. The Catalog of State Financial Assistance (CSFA) Number is 494-10-0343 and the CSFA Name is State and Community Highway Safety/National Priority Safety Program; 25-0343-11 Sustained Traffic Enforcement Program (STEP). If applicable, the State Award Identification Number (SAIN) is HS-25-0079.

ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS

3.1. **Registration Certification.** Grantee certifies that: (i) it is registered with SAM and FGFWVCZB1NE3 is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

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

3.2. **Tax Identification Certification.** Grantee certifies that: 366005792 is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a: Governmental Unit.

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

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

3.4. **Representations and Use of Funds.** Grantee certifies under oath that (1) all representations made in this

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

3.5. **Specific Certifications.** Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

- (a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.
- (b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- (c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.
- (d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).
- (e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).
- (f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).
- (g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.
- (h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).
- (i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).
- (j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

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

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

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

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

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

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

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*).

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

ARTICLE IV PAYMENT REQUIREMENTS

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

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

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

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

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

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

4.7. Interest.

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

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

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

such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

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

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

ARTICLE V

SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

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

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

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

ARTICLE VI

BUDGET

6.1. **Budget.** The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

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

expended before Grantor gives written approval.

6.3. **Notification.** Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

ARTICLE VII

ALLOWABLE COSTS

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

7.2. **Indirect Cost Rate Submission.**

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

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

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

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

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

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

(d) A grantee who does not have a current negotiated rate, may elect to charge the *de minimis* rate as set forth in 2 CFR 200.414(f), which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

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

7.4. **Commercial Organization Cost Principles.** The federal cost principles and procedures for cost analysis and the

determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

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

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

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

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

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

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

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

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

(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

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

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

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

ARTICLE VIII

LOBBYING

8.1. Improper Influence. Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

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

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

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

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

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

ARTICLE IX

MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions

involving the records have been resolved and final action taken.

9.2. **Accessibility of Records.** Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

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

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

ARTICLE X

FINANCIAL REPORTING REQUIREMENTS

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

10.2. **Financial Close-out Report.**

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

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. **Effect of Failure to Comply.** Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XI
PERFORMANCE REPORTING REQUIREMENTS

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

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

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

ARTICLE XII
AUDIT REQUIREMENTS

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

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

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

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

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

12.3. Entities That Are Not "For-Profit".

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

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

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

(i) If, during its fiscal year, Grantee expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in PART TWO, PART THREE or Exhibit E based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, but expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(2) or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

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

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

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

12.4. "For-Profit" Entities.

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

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) or more in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

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

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

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

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

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

13.1. Termination.

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

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

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

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

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

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

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

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take

one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. **Objection.** If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. **Effects of Suspension and Termination.**

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

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

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

ARTICLE XIV
SUBCONTRACTS/SUBAWARDS

14.1. **Subcontracting/Subrecipients/Delegation.** Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

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

14.3. **Liability as Guaranty.** Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XV
NOTICE OF CHANGE

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

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

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

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

ARTICLE XVI
STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII
CONFLICT OF INTEREST

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

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

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

ARTICLE XVIII

EQUIPMENT OR PROPERTY

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

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

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317–200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

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

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

ARTICLE XIX

PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase “Funding provided in whole or in part by the [Grantor].” 2 CFR 200.467.

Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

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

ARTICLE XX INSURANCE

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

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

ARTICLE XXI LAWSUITS AND INDEMNIFICATION

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

21.2. Indemnification and Liability.

(a) **Non-governmental entities**. This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

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

ARTICLE XXII MISCELLANEOUS

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

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

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

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

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

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

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

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

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

22.10. Precedence.

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

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

22.11. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30

ILCS 708/80.

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

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

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

22.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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EXHIBIT A

PROJECT DESCRIPTION

The goal of the Grantor is to increase highway safety through means of safety program grants under the Highway Safety Program. The goals of the Highway Safety Program include: reduce motor vehicle crashes, fatalities and injuries; increase proper use of occupant protection devices; and reduce impaired driving. The strategies to implement are enforcement, training, outreach, and education. The Grantee is a selected recipient of the safety program grant to assist the Grantor in meeting its highway safety goal.

The Sustained Traffic Enforcement Program (STEP) grant focuses on high visibility enforcement (HVE) to reduce fatalities and serious injuries at some of the deadliest times of the year for vehicle travel. There are six required holiday campaigns and five optional campaigns which agencies may participate in if they choose as well as additional enforcement. Each agency has different needs and focuses, and the additional enforcement options can be used to help address those issues.

The Grantee shall utilize grant funds to help meet the STEP grant goals by meeting milestones, deliverables, performance standards, and performance measures. The funding shall be issued as per the agreed upon budget pending the FFY25 federal budget, dollar amounts, and dates. In addition, the National Highway Traffic Safety Administration (NHTSA) grant funding policy determines allowable costs under specific conditions.

The Grantee shall utilize grant funds to meet desired safety project goals, milestones, deliverables, performance standards, and performance measures as specified in the Attachment of the FY25 application packet for NOFO 25-0343-11. The funding shall be used as per the agreed upon budget pending the FY25 federal budget, dollar amounts, and dates. In addition, the National Highway Traffic Safety Administration (NHTSA) grant funding policy determines allowable costs under specific conditions. Please see 23 CFR Part 1300, Uniform Procedures for State Highway Safety Grant Programs for allowable costs.

The Grantee is eligible to receive allowable costs as they appear in the approved finalized budget. However, the Grantee may request funding changes to the approved finalized budget should allocated costs need to be redistributed after the commencement of the grant agreement.

The STEP grant operates during the federal fiscal year from October 1-September 30 and is funded on a reimbursement basis per the requirements set forth in Exhibit B of this Agreement. The STEP grant funding line items eligible for reimbursement are personnel services and indirect costs (only where an approved rate has been requested prior to the execution of this Agreement and has been issued provisionally or finalized).

EXHIBIT B

DELIVERABLES OR MILESTONES

I. The Grantee shall submit the BSPE 205 Mobilizations Data Collection form within two (2) calendar weeks or fourteen (14) calendar days after completion of each campaign. The BSPE 205 Mobilizations Data Collection form must be submitted after the following holiday campaigns: Halloween; Thanksgiving; Christmas/New Year's; Super Bowl; St. Patrick's Day; Distracted Driving; Memorial Day; Independence Day; July Speed Awareness; Labor Day; and Child Passenger Safety. The information in the BSPE 205 Mobilizations Data Collection form must accurately reflect the duties performed during the campaign. All BSPE 205 Mobilizations Data Collection forms shall be submitted electronically to DOT.BSPEDATA@illinois.gov

II. The Grantee shall submit the BoBS 2832 Grantee Required Reporting form on a regular basis pursuant to Article X and Article XI in this agreement.

The specifics for reporting the BoBS 2832 - whether quarterly or monthly- are listed in Exhibit E and Part Two of this Agreement. This reporting is required for all IDOT grantees regardless of the financial thresholds set forth by Public Act 096-0795 or the Federal Funding Accountability and Transparency (FFATA). The required reporting for the Grantee shall vary from grant to grant. The specifics for reporting for this Agreement are as follows:

A. Quarterly reports are due no later than 5:00 p.m. on: January 30, 2025; April 30, 2025; July 30, 2025; and the final report on October 30, 2025. Quarterly reports will consist of: Quarter 1 (October 1, 2024- December 31, 2024 due January 30, 2025); Quarter 2 (January 1, 2025 - March 31, 2025 due April 30, 2025); Quarter 3 (April 1, 2025 - June 30, 2025 due July 30, 2025); and Quarter 4 (July 1, 2025 - September 30, 2025 due October 30, 2025). The Grantee must submit the BoBS 2832 on or before the corresponding quarterly due dates even in the event that the Agreement is not fully executed until after the October 1, 2024 federal fiscal year start date. In the event that an Agreement is not fully executed until after October 1, 2024, the Grantee shall report Quarter 1 beginning the date the Agreement was fully executed. Any pending issues (e.g., overlap of campaign versus quarterly reporting dates) must be communicated to the Grantor Contact listed in Exhibit C of this Agreement a minimum of twenty-four (24) hours prior to the submission date.

B. Monthly reports are due no later than 5:00 p.m. on: October 30, 2024; November 30, 2024; December 30, 2024, January 30, 2025; February 28, 2025; March 30, 2025; April 30, 2025; May 30, 2025; June 30, 2025; July 30, 2025; August 30, 2025; September 30, 2025. The due dates are thirty (30) days after the conclusion of each month. Monthly reports shall consist of the following due dates for the entirety of the month listed: October 2024 due November 30, 2024; November 2024 due December 30, 2024; December 2024 due January 30, 2025; January 2025 due February 28, 2025; February 2025 due March 30, 2025; March 2025 due April 30, 2025; April 2025 due May 30, 2025; May 2025 due June 30, 2025; June 2025 due July 30, 2025; July 2025 due August 30, 2025; August 2025 due September 30, 2025; September 2025 due October 30, 2025. All reports shall be submitted electronically to the Grantor Contact listed in Exhibit C. Any pending issues (e.g., overlap of campaign versus quarterly reporting dates) must be communicated to the Grantor Contact listed in Exhibit C of this Agreement a minimum of twenty-four (24) hours prior to the submission date.

III. The grants funding opportunities under NOFO 25-0343-11 may be funded by both the State of Illinois and NHTSA. Therefore, the Grantee shall have an acceptable accounting system in existence capable of identifying the federal-related costs separately from their general operating costs. The Grantee shall also adhere to all Bipartisan Infrastructure Law (BIL, P.L. 117-58) rules and regulations under the criteria specific to their particular grant safety program. Any questions regarding the BIL rules and regulations must be sent electronically to DOT.TSgrants@illinois.gov.

IV. The grantee's deliverables and milestones are explained in the performance plan. This plan can be found in the Grantee's award in AmpliFund and it has also been attached to this grant agreement. This plan will be submitted to the grantor monthly to document progress toward the deliverables and milestones.

V. Campaign Specifications:

A. Mandatory Enforcement Campaigns – these campaigns are a requirement of the grant and agencies must participate. The applicant agency can apply for funds to conduct Impaired Driving and/or Occupant Protection Enforcement for each campaign.

1. Agencies must participate in the following campaigns with the predetermined message and enforcement emphasis:

- a. Thanksgiving (Occupant Protection)
- b. Christmas/New Year's (Impaired Driving)
- c. St. Patrick's Day (Impaired Driving)
- d. Memorial Day (Occupant Protection)
- e. Independence Day (Impaired Driving)
- f. Labor Day (Impaired Driving)

2. Mandatory Enforcement Campaign Requirements:

The applicant can apply for funds to conduct Impaired Driving and/or Occupant Protection Enforcement for each campaign and at least one type must be conducted. There are separate requirements and desired outputs for each enforcement type. Each campaign will also have a primary message and enforcement emphasis (e.g. "Click It or Ticket" or "Drive Sober Or Get Pulled Over"). Agencies are encouraged to conduct enforcement campaigns for both Impaired Driving and Occupant Protection. Other traffic safety enforcement contacts may be issued during mandatory campaigns. Examples of other enforcement contacts for violations directly relating to contributory causes of crashes would be speeding, electronic device use, failure to yield, disobeying traffic control signal/device, etc., in addition to DUI enforcement contacts and occupant restraint enforcement contacts.

a. Occupant Protection Enforcement:

i. A minimum of thirty percent (30%) of total mandatory campaign hours for the grant year shall be worked between the hours of 6:00 p.m. and 5:59 a.m.

ii. Nighttime hours can be scheduled when most appropriate by the grant agency. (Example; If an agency's total mandatory and optional campaign hours add up to 100 hours, a minimum of 30 hours must be worked between 6:00 p.m. and 5:59 a.m.). Thus, the agency has the flexibility to schedule nighttime hours when most appropriate during the grant year.

iii. Thirty percent (30%) of all contacts with the public while working Occupant Protection enforcement should be for occupant restraint violations.

b. Impaired Driving Enforcement:

i. Patrol hours must occur between 6:00 p.m. and 5:59 a.m.

ii. Impaired driving patrol hours may be extended outside of the 6:00 p.m. and 5:59 a.m. restrictions with the pre-approval of your assigned IDOT/BSPE Safety Grant Administrator (GA). If approved, the daytime patrol (6:00am to 5:59pm) can only be conducted by ARIDE and/or DRE trained officers.

iii. All officers conducting grant-funded, alcohol-related enforcement must be trained in the Standardized Field Sobriety Test (SFST). Approved training in this area consists of the 24-hour National Highway Traffic Safety Administration (NHTSA), DWI Detection and SFST Course or other NHTSA/ILETSB-approved refresher course. To satisfy this requirement, officers must complete an ILETSB-accredited academy, a 24-hour SFST course or an SFST refresher course every four (4) years from the date of their last completed certified training. These courses must be taught by certified SFST instructors. Note: A law enforcement agency may provide in-house training for its own officers conducted by officers from the same agency, provided the trainer is a

certified ILETSB SFST instructor. Officers may also attend training at an agency other than their own if the training is conducted by a certified SFST instructor. In these situations, a class roster showing all officers who completed the training must be sent to the ILETSB. Upon request, law enforcement agencies must be able to produce verification of compliance with this requirement.

B. Optional Enforcement Campaigns – these campaigns are optional. An agency can participate in zero, one, two, three or all of them if they so choose.

1. Agencies may participate in the following campaigns with the predetermined message emphasis:
 - a. Halloween (Impaired Driving)
 - b. Super Bowl (Impaired Driving)
 - c. Distracted Driving (Distracted Driving)
 - d. Speed Awareness (Speed)
 - d. Child Passenger Safety (Occupant Protection)

2. Optional Enforcement Campaign Requirements:

Like the mandatory campaigns, the applicant agency can apply for funds to conduct Impaired Driving and/or Occupant Protection Enforcement for the Halloween, Super Bowl campaigns. Distracted Driving, Speed Awareness, and Child Passenger Safety only have one campaign focus, but all campaigns will have a primary message and enforcement emphasis (as seen above). Although the focus of the campaign may be occupant protection, impaired driving, child passenger safety, or distracted driving, your agency can still issue other enforcement contacts such as but not limited to speeding.

- a. Occupant Protection Enforcement: See Mandatory Occupant Protection Enforcement Requirements (Exhibit D)
- b. Impaired Driving Enforcement: See Mandatory Impaired Driving Enforcement Requirements (Exhibit D)
- c. Distracted Driving Enforcement:
 - i. Only conducted in the month of April.
 - ii. No time of day or day of week requirements.
- d. Speed Awareness Enforcement:
 - i. Only conducted in the month of July.
 - ii. No time of day or day of week requirements.

C. Additional Enforcement

1. Agencies can apply for funding to conduct additional enforcement along with the mandatory and optional campaigns. The focus, time, and date are completely up to the department based on their traffic enforcement needs but they cannot be used during the mandatory campaign dates. Agencies shall conduct enforcement focusing on contributory causes of crashes, i.e., speeding, impaired driving, electronic device use, failure to yield, disobeying traffic control signal/device, as well as occupant restraint violations.

2. Additional Enforcement Requirements:

a. Additional Traffic Safety Enforcement efforts can be scheduled anytime, day or night outside the mandatory campaign dates.

b. Additional Traffic Safety Enforcement efforts can be scheduled anytime, day or night outside during Optional campaigns if the grantee is not participating in the optional campaign.

c. Additional Traffic Safety Enforcement efforts can be scheduled anytime, day or night outside during Optional Distracted Driving and Speed Awareness campaigns regardless if the grantee is participating in the campaign.

d. Agencies shall conduct enforcement focusing on contributory causes of crashes, i.e., speeding, impaired driving, electronic device use, failure to yield, disobeying traffic control signal/device, as well as occupant restraint violations.

e. Additional Traffic Safety Enforcement funds cannot exceed one hundred (100) percent of the requested mandatory and optional enforcement funds.

f. Agencies shall submit only one BSPE 205 reporting form and one BSPE 500 reimbursement claim for the entire month when additional enforcement was worked. The BSPE 205 must be submitted within 14 days from the end of the month when work was completed. The BSPE 500 shall be submitted within 45 days from the end of the month when work was completed.

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

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

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Julie Coplea

Title: Safety Grant Administrator

Address: 2300 S. Dirksen PKWY, Springfield, IL 62764

GRANTEE CONTACT

Name: David Bird

Title: Project Director

Address: 401 Whitney Boulevard , Belvidere, IL 61008

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address: N/A

FOR GRANT ADMINISTRATION

<u>GRANTOR CONTACT</u>	<u>GRANTEE CONTACT</u>
Name: Steve Esslinger	Name: Paul Derry
Title: Safety Projects Manager	Title: Project Director
Address: 2300 S. Dirksen Parkway, Springfield, IL 62764	Address: 615 N. Main St. , Belvidere, IL 61008
Phone: 217-524-1001	Phone: (815) 547-6395
TTY#: N/A	TTY#: N/A
E-mail Address: Steven.Esslinger@illinois.gov	E-mail Address: derry@belviderepoliceil.gov

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

The Grantee Shall:

- I. Improve highway safety through the program as described on the proposal document of the application packet.
- II. Create enforcement efforts to reduce fatalities and serious injuries for all of the related performance measures associated to this grant. These measures are listed below.

A. Performance Measures:

1. Total Traffic Fatalities
2. Serious Injuries in Traffic Crashes
3. Fatalities/VMT
4. Unrestrained Passenger Vehicle Occupant Fatalities, All Seat Positions
5. Alcohol-Impaired Driving Fatalities
6. Speeding-Related Fatalities
7. Motorcyclist Fatalities
8. Unhelmeted Motorcyclist Fatalities
9. Drivers Age 20 or Younger Involved in Fatal Crashes
10. Pedestrian Fatalities
11. Bicyclist Fatalities
12. Increased observed Seat Belt Use rates for Passenger Vehicles, Front Seat Outboard Occupants (State Survey)*
13. Completeness of Crash Data
14. Increase Racial Profiling Compliance Level

B. Performance Standards shall include:

1. Increased program utilization and/or awareness as described in the NOFO.
2. Statistical analysis of data given by Grantee's BSPE 205 to determine direct positive impacts on the safety program as described in the NOFO.
3. Timeliness of corrective actions will be determined on a case-by-case basis dependent on the urgency to which an issue needs to be addressed. This may be determined by the Grantor, the assigned Grantor contact listed in Exhibit C of this Agreement, any authorized agent of the Grantor, a third party retained by the Grantor, or coordination between the Grantor and the Grantee.
4. Grant programs must be completed within the timeframe of the grant agreement.
5. The grantee must demonstrate integrity, honesty, and responsibility in the performance of all tasks.
6. The grantee must be flexible and be open to new and alternate ideas to reduce fatalities, serious injuries, and reducing motor vehicle crashes.
7. Mandatory and Optional Campaigns.
 - a. For purposes of this Agreement, enforcement contact means: any quantifiable enforcement activities made in the furtherance of the law enforcement officers duties that could result in citations, or arrests by the responding officer in order to enforce highway safety laws and keep the general public safe.

- b. Occupant Protection:
 - i. Average a minimum of one (1) enforcement contact for every sixty (60) minutes of patrol.
 - ii. Thirty percent (30%) should be for occupant restraint violations.
- c. Front and back seat occupants and child passenger restraint violations.
- d. Impaired Driving:
 - i. A minimum of one (1) DUI enforcement contact for every fifteen (15) hours of patrol.
 - ii. Average a minimum of one (1) enforcement contact for every sixty (60) minutes of patrol.
- e. Distracted Driving (optional campaign only):
 - i. Average a minimum of one (1) enforcement contact for every sixty (60) minutes of patrol.
 - ii. Fifty percent (50%) should be for electronic device use violations.
- f. Additional Enforcement:
 - i. Average a minimum of one (1) enforcement contact for every sixty (60) minutes of patrol.
 - ii. Average a minimum of two (2) traffic stops for every sixty (60) minutes of patrol.
- g. Campaign Requirements: For each mandatory, optional, and additional campaign completed, the agency shall:
 - i. Conduct pre- and post-enforcement activities. Examples: news releases; TV interviews; media events; community education.
 - ii. Conduct the enforcement campaign for the minimum specified overtime hours. Patrols must be continual and spread out over the enforcement campaign period during times of high crash incidence.
 - iii. Obtain and collect data from campaign. Report this information on the BSPE 205 form.
 - iv. The Grantee may be asked to participate in promotional events and regional meetings at the request of BSPE.

EXHIBIT E
SPECIFIC CONDITIONS

The Grantee shall submit the BoBS 2832 on a regular basis as stated in Exhibit B of this Agreement.

Based on the risks below, the Grantee shall submit the BoBS 2832 Quarterly.

These specific conditions are based upon the grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ), the Programmatic Risk Assessment (PRA) and any pertinent Merit Based Review process (if applicable).

Fiscal And Administrative:

No Risks Identified

PART TWO –GRANTOR-SPECIFIC TERMS

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

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

Ethics.**A. Code of Conduct**

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

1. the employee, officer, board member, or agent;
2. any member of his or her immediate family;
3. his or her partner; or
4. an organization which employs, or is about to employ, any of the above.
5. The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

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

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

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

Procurement Procedures/Employment of Grantor Personnel

1. **Procurement of Goods or Services - Federal Funds** - For purchases of products or services with any Federal funds that costs more than \$10,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C. 134), (currently set at \$250,000.00) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or services with any Federal funds for \$250,000 or more will require the Grantee to use the Invitation

for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

For Micro-Purchase (2 C.F.R. 200.67) Procurement of Goods or Services with Federal Funds: where the aggregate amount does not exceed the micro-purchase threshold currently set at \$10,000 (or \$2,000 if the procurement is construction and subject to Davis-Bacon), to the extent practicable, the Grantee must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the Grantee considers the price to be reasonable. The micro-purchase threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1

2. Procurement of Goods or Services - State Funds -- For purchases of products or services with any State of Illinois funds that cost more than \$20,000.00, (\$10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at \$100,000.00 and \$100,000.00 for professional and artistic services) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or services with any State of Illinois funds for \$50,000.00 or more for goods and services and \$20,000.00 or more for professional and artistic services) will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or, (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

The Grantee shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

For Procurement of Goods or Services that cost less than \$20,000.00, the Grantee shall comply with the following procurement standards:

(\$1- \$1999, no Grantor Involvement)

1. Estimate the total cost of the procurement.
2. The Grantee may choose any vendor desired.
3. Grantee may choose to award without soliciting competitive quotations if Grantee considers the price to be reasonable.

(\$2,000- \$4,999, requires Grantor approval)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Develop specifications to solicit quotes.
4. Obtain quotes from three (3) vendors. Grantee is encouraged to use the registered small business vendor directory (ipg.vendorreg.com).
5. Grantee's purchasing officer shall obtain authorization from Grantor's point of contact provided on Exhibit D.
6. Award to the responsive bidder with the lowest price.

(\$5,000- \$9,999, requires Grantor approval)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Develop specifications to solicit quotes.

4. Obtain quotes from three (3) vendors. Grantee is encouraged to use the registered small business vendor directory (ipg.vendorreg.com).
5. Grantee's purchasing officer shall obtain authorization from Grantor's point of contact provided on Exhibit D.
6. Award to the responsive bidder with the lowest price.

(\$10,000-\$19,999, requires Grantor approval)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Identify registered small businesses in the applicable category.
4. Develop specifications to solicit quotes.
5. Email **ALL** identified small business vendors a request for quote (ipg.vendorreg.com)
6. Prepare or submit information to Grantor's point of contact in Exhibit D.
7. Obtain authorization from Grantor's point of contact provided on Exhibit D.
8. All applicable forms must be approved prior to awarding the contract.

3. Employment of Grantor Personnel -- The Grantee will not employ any person or persons currently employed by the Grantor for any work required by the terms of this Agreement.

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

The first BoBS 2832 shall cover the reporting period after the 10/1/24 effective date of the Agreement. Quarterly reports must be submitted no later than 30 calendar days following the period covered by the report.

For the purpose of reconciliation, the Grantee must submit the BoBS 2832 for the period ending 04/30.

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

Additional Reporting Requirements

(Delete all that don't apply):

The Grantee must submit the BoBS 2832 for the period ending 9/30 - Federal Fiscal Year End Grantee shall submit to Grantor the BoBS 2832 for the period ending September 30 within 30 calendar days of the end of the Federal Fiscal Year.

The Grantee must submit the following other required reports: Please specify
In addition to the aforementioned reporting requirements, Grantee shall submit the following reports:

Renewal: This Agreement may not be renewed.

PART THREE –PROJECT-SPECIFIC TERMS

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

Funding Source: 402

FAIN: 69A37524300004020ILO and 69A3752430SUP4020ILO

Assistance Listing 20.600

Award Dates: 2/14/2023, 11/27/2023, 1/16/2024, 3/18/2024, 4/30/2024

I. Invoices submitted by the Grantee will be for expenses that have been incurred to complete the scope of services/responsibilities in Exhibit A. If the Grantee's invoices are deemed by the Grantor or auditors to not be sufficiently documented for supplies and equipment purchased or other services rendered, the Grantor may require further records and supporting documents to verify the amounts, recipients and uses of all funds invoiced pursuant to this Agreement. Furthermore, if any of the deliverables or milestones in Exhibit B are not satisfactorily completed, the Grantee will refund payments made under this Agreement to the extent that such payments were made for any such incomplete or unsatisfactory deliverable.

The Grantee shall submit all claims on the BSPE 500 STEP Claim for Reimbursement form.

All claims for reimbursement and all reports including the final reports are due to the Grantor by 5 p.m. on Monday, November 3, 2025. Claims submitted to the Grantor by the November 3, 2025 due date will be processed immediately for payment. Claims or reports submitted to the Grantor after 5 p.m. on November 3, 2025 may be significantly delayed for payment or denied for failure to submit timely documentation. The Grantee should check with the Grantor to ensure all claims and reports have been received by the due date. If the Grantee meets all requirements of this Grant Agreement and if any claim is determined to be lapsed by the Grantor, Grantee may request payment through the Illinois Court of Claims. Any expenditure made prior to the agreement Start date is the responsibility of the Grantee.

The Grantee shall submit the BSPE 500 form and supporting documentation to the Grantor pursuant to this Agreement via email at:

DOT.BSPE.Claims@illinois.gov

If issues arise submitting the BSPE 500, please contact your Grantor contact.

II. All claims and supporting documents shall be signed and dated electronically by either the project director or the authorized representative of the Grantee.

The claim must include:

A. The Agreement Number.

B. Requests for reimbursement must be requested on the Grantor's designated form, BSPE 500.

C. Back up documentation, which may include invoices and receipts for expenditures, must be submitted with each claim.

III. Review and Approval

A. Upon submittal of a claim, the assigned Grantor Contact listed in Exhibit C of this Agreement reviews and checks:

1. Mathematical accuracy of the claim.
2. That requested reimbursement is consistent with items included in the approved budget.
3. That total amount requested for reimbursement is proportional to total amount budgeted.
4. That expenditures for each line item are less than or equal to the budgeted amounts and are allowable.
5. Completion of the work.

B. Failure to provide a complete claim may delay or prevent reimbursement. If there are problems with the claim, the assigned Grantor contact listed in Exhibit C of this Agreement will contact the Grantee to resolve the issue so that payment can be made, assuming all expenses are allowable. This may include submission of a new or corrected claim by the Grantee.

C. The assigned Grantor contact listed in Exhibit C of this Agreement will review and approve or reject the claim within thirty (30) days of the Grantee's submittal. If rejected, the claim will not be processed for payment until revisions are approved by the Grantee.

IV. Manager Approval

Once a claim is approved for payment, the Grantor's Finance Unit processes the claim for payment by the Comptroller.

V. Send Payment

Once approved, the Comptroller forwards payment either via Electronic Fund Transfer (EFT) or by mailing a check to the Grantee's Remittance Address listed on this Agreement.

VI. Indirect Cost Rate Eligibility

A. Indirect cost rate shall be referred to as indirect cost rate or rate(s) throughout the language of this Agreement.

B. The Grantee is only eligible to receive an indirect cost rate if requested on the grant application and the following stipulations are met:

1. The Grantee has a finalized indirect cost rate for the corresponding fiscal year wherein the expenses are allowable under the Negotiated Indirect Cost Rate Agreement (NICRA) or other applicable agreement between the agency and an appropriate third party; If this is the first time for negotiating an indirect cost rate, the grantee has the option to request a 15% provisional De Minimis rate until the rate is finalized.

2. The Grantee is eligible to claim a provisional rate at the commencement of the grant agreement should the rate for the corresponding fiscal year not yet be finalized;

3. The Grantee adheres to the requirements for receiving an indirect cost rate including, but not limited to, have appropriate approval to receive indirect cost funds and finalize the indirect cost rate that have been provisionally offered in a timely manner (timeliness is at the discretion of the Grantor).

C. Indirect Cost Rates are based on the Grantee's fiscal year, therefore, other restrictions and deadlines may apply. The Grantee must work with the Grantor's Support Services Manager to determine such additional restrictions. The Grantor's Support Services Manager may be reached by emailing DOT.TSgrants@illinois.gov.

D. The Grantee acknowledges that provisional rates are not guaranteed for the duration of this grant agreement. A rate shall be finalized prior to the end of the Agreement on Monday, September 30, 2025.

1. Indirect cost rates finalized at a differing rate from the provisional rate may result in an amendment to this Agreement.

2. Any overpayment of indirect costs on reimbursement submittals from the grantee paid under the provisional

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rate shall be deducted by the Grantor from the total amount owed on remaining reimbursement submittals once the rate is finalized even in the event that the amendment has not been issued or executed. The Grantee will be responsible for repaying to the Grantor any indirect cost overpayment that cannot be recouped from remaining reimbursement submittals.

3. If provisional indirect cost rates are not finalized by July 1st of the grant year within this agreement, the Grantor may recollect all indirect costs that were issued under the provisional rate. These funds will be recollected through remaining reimbursement submittals, or if no further expenditures are submitted for reimbursement, the Grantor will issue a recollection statement to the Grantee.

E. The Grantee is fully aware and in understanding of the Illinois Grant Funds Recovery Act as listed in Article XXII subsection 22.11 of this Agreement.

F. The Grantee acknowledges that the rate may be denied, altered, or otherwise amended outside the scope of rate requirements listed in Part III subsection VI of this agreement.

G. All state university grant recipients shall adhere to the 20% on-campus/10% off-campus rate as per the memorandum issued January 24, 2020 to Grantor grant and program staff from the Grantor's Acting Chief Financial Officer.

VI. The GRANTEE shall abide by conditions set forth by NHTSA:

A. Nondiscrimination (Applies to Subrecipients as Well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
5. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
6. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
7. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
8. The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
9. Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
12. Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government (advancing equity across the Federal Government); and
13. Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

B. General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

C. Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A)[1] in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

[1]Available at https://www.faa.gov/about/office_org/headquarters_offices/acr/com_civ_support/non_disc_pr/media/dot_order_1050_2A_standard_dot_title_vi_assurances.pdf.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

11. The Drug-Free Workplace Act of 1988 (41 U.S.C. 8103)

The State will provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing a drug-free awareness program to inform employees about:

i. The dangers of drug abuse in the workplace;

ii. The grantee's policy of maintaining a drug-free workplace;

iii. Any available drug counseling, rehabilitation, and employee assistance programs;

iv. The penalties that may be imposed upon employees for drug violations occurring in the workplace;

v. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

i. Abide by the terms of the statement;

ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;

e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—

i. Taking appropriate personnel action against such an employee, up to and including termination;

ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

12. Political Activity (Hatch Act) (Applies to Subrecipients as Well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Certification Regarding Federal Lobbying (Applies to Subrecipients as Well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

14. Restriction on State Lobbying (Applies to Subrecipients as Well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

15. Certification Regarding Debarment and Suspension (Applies to Subrecipients as Well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

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

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

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to

which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

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

9. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

16. Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Tier Covered Transactions

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

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

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or

performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

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

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

17. Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

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

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

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended,

ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

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

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

18. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

19. Buy America (Applies to Subrecipients as Well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

20. Certification on Conflict of Interest (Applies to Subrecipients as Well as States)

a. General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

i. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.

1. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.

2. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.

ii. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

b. Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

i. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

ii. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may:

1. terminate the award, or
2. determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
- iii. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award.

The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

21. Prohibition on Using Grant Funds To Check for Helmet Usage (Applies to Subrecipients as Well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

22. Policy on Seat Belt Use

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

23. Policy on Banning Text Messaging While Driving

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety

Agreement No. HS-25-0079
Task Number 04-02

policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company- owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

City of Belvidere – Budget

Budget View Settings

Options

Line Items Non-Grant Funded

Proposed Budget

Expense Budget

Category	Grant Funded	Non-Grant Funded	Total Budgeted
1. Personnel (Salaries and Wages) (2 CFR 200.430)	\$55,632.00	\$0.00	\$55,632.00
Hireback Officers	\$55,632.00	\$0.00	\$55,632.00
Total Expense Budget Cost	\$55,632.00	\$0.00	\$55,632.00

Revenue Budget

Grant Funding			
Award Requested	\$55,632.00		\$55,632.00
Subtotal	\$55,632.00		\$55,632.00
Non-Grant Funding			
Cash Match		\$0.00	\$0.00
In-Kind Match		\$0.00	\$0.00
Other Funding		\$0.00	\$0.00
Subtotal		\$0.00	\$0.00

Total Revenue Budget Cost (\$55,632.00)

Total Overall Budget Cost \$0.00

FFY25 STEP Hours and Funding Worksheet (complete prior to starting AmpliFund application)											
Agency Name		City of Belvidere				**Before completing the mandatory and optional campaign sections, please review the Completion Instructions (bottom left of document)**					
Agency STEP OT rate:		\$76.00									
Mandatory Campaigns											
OCCUPANT PROTECTION						IMPAIRED DRIVING					
	# of officers	# of hours	# of details	Total Hours	Total Funding		# of officers	# of hours	# of details	Total Hours	Total Funding
Thanksgiving - 11/15-26, (6am), 2024				0.00	\$0.00	Thanksgiving	1	6	3	18.00	\$1,368.00
Christmas/New Year's - 12/13/24 - 1/2 (6am), 2025				0.00	\$0.00	Christmas/New Year's	1	6	3	18.00	\$1,368.00
St. Patrick's Day - 3/7-18 (6am), 2025				0.00	\$0.00	St. Patrick's Day	1	6	3	18.00	\$1,368.00
Memorial Day - 5/16-27, (6am) 2025	1	4	10	40.00	\$3,040.00	Memorial Day	1	6	3	18.00	\$1,368.00
Independence Day - 6/20 - 7/7, (6am), 2025	1	4	8	32.00	\$2,432.00	Independence Day	1	6	3	18.00	\$1,368.00
Labor Day - 8/15 - 9/2 (6am), 2025	1	4	8	32.00	\$2,432.00	Labor Day	1	6	3	18.00	\$1,368.00
Total						Total					
Optional Campaigns											
OCCUPANT PROTECTION						IMPAIRED DRIVING					
	# of officers	# of hours	# of details	Total Hours	Total Funding		# of officers	# of hours	# of details	Total Hours	Total Funding
Halloween - 10/18 - 11/1 (6am), 2024	2	5	2	20.00	\$1,520.00	Halloween	1	6	3	18.00	\$1,368.00
Super Bowl - 2/3-6 (6am), 2025	2	5	2	20.00	\$1,520.00	Super Bowl	1	6	3	18.00	\$1,368.00
Child Passenger Safety- 9/19-30 (6am) 2025	2	5	2	20.00	\$1,520.00	Totals					
Total						Total					
FFY25 STEP Totals											
Hours						Funding					
MANDATORY CAMPAIGNS						MANDATORY CAMPAIGNS					
Occupant Protection						Occupant Protection					
Impaired Driving						Impaired Driving					
Mandatory Total						Mandatory Total					
OPTIONAL CAMPAIGNS						OPTIONAL CAMPAIGNS					
Occupant Protection						Occupant Protection					
Impaired Driving						Impaired Driving					
April Distracted Driving						April Distracted Driving					
July Speed						July Speed					
Optional Total						Optional Total					
Campaign SubTotal						Campaign Sub Total					
Additional Enforcement						Additional Enforcement					
Total Hours Requested						Total Funding Requested					
***** ADDITIONAL ENFORCEMENT CANNOT EXCEED ***** Maximum Hours Allowed 368.00 Maximum Funding Allowed \$27,968.00						If your agency wishes to request INDIRECT COST reimbursement for FFY25, complete this section. Contact your Finance Person to determine if your agency has an approved indirect Cost Rate with the State of Illinois, if not, use a 10% de minimus rate.					
Additional Enforcement # of officers 1 # of hours 7 # of details 52 Total Hours 364.00 Total Funding \$27,664.00						Indirect Cost Rate (enter as decimal in blue cell (ex: 10% = .10)) \$0.00					
** Mandatory/Optional Campaign Section Completion**						FFY25 STEP Grant Funding					
Overtime Rate Box: enter the OT rate that will be used to calculate campaign budgets # of officers column: enter the number of assigned that will work a grant detail # of hours column: enter the number of hours a grant detail will last # of details column: enter the number of details that will be scheduled for a campaign Total Hours column: will autocalculate based on number of officers, hours and details Total Funding column: will autocalculate based on total hours and OT rate						Mandatory/Optional Campaign Personnel Funding \$55,632.00 Indirect Cost (if applied for) \$0.00 TOTAL GRANT AMOUNT \$55,632.00					



**BELVIDERE
FIRE
DEPARTMENT**
123 S. State St.
Belvidere, IL 61008

MEMORANDUM

To: Mayor Morris and Council
From: Chief Shawn Schadle
Date: December 4, 2024
Subject: 2022 AFG Grant Amendment - Procurement of Unification Pagers and Amplifiers

Following favorable pricing on radios, \$81,860.11 in federal funds and a 10% local match totaling \$90,046.12 were approved for additional equipment purchases. FEMA has approved federal funding for additional equipment. This memo will focus exclusively on procuring 64 Unification dual-band pagers and 37 amplifiers on behalf of Belvidere Fire (11/11), Fire District 1 (16/4), Fire District 2 (17/1) and Fire District 3 (20/21).

Proposals were solicited from SK Electronics (A-Beep LLC), BeckTech, GenComm, and Bandt Communications.

Vendor	64 Pagers	37 Amplifiers	Programming	Total
Becktech	\$48,960.00	\$5,920.00	\$1,600.00	\$56,480.00
Bandt	\$46,512.00	\$5,244.75	\$1,856.00	\$53,612.75
GenComm	\$48,000.00	\$5,827.50	\$4,280.00	\$58,107.50
A-Beep LLC	\$41,860.94	\$4,982.85	\$960.00	\$47,803.79

I recommend procurement from SK Electronics (A-Beep LLC) who provided the lowest estimate at \$47,803.79. We will be reimbursed \$43,457.99 by FEMA and a total of \$3,542.05 from D1, D2, and D3. The net cost to the City of Belvidere is \$803.75.

Recommended Motion

Motion to approve the purchase of 64 Unification pagers, 37 amplifiers from SK Electronics (A-Beep LLC) provided in Estimate #6809 for \$47,803.79 to be paid out of line item 01-5-220-8200.

Respectfully,

Shawn Schadle
Fire Chief
Belvidere Fire Department

Vendor	64 Pagers	37 Amplifiers	Programming	Total
Becktech	\$48,960.00	\$5,920.00	\$1,600.00	\$56,480.00
Bandt	\$46,512.00	\$5,244.75	\$1,856.00	\$53,612.75
Gencom	\$48,000.00	\$5,827.50	\$4,280.00	\$58,107.50
A-Beep LLC	\$41,860.94	\$4,982.85	\$960.00	\$47,803.79

Department	Per Unit Pager \$654.08	Per unit Amplifier \$134.67	Per unit Programming \$15.00	Total	Federal Portion	Local Share
BFD	11	11	11	\$8,841.24	\$8,037.49	\$803.75
D1	16	4	16	\$11,243.92	\$10,221.75	\$1,022.17
D2	17	1	17	\$11,508.98	\$10,462.71	\$1,046.27
D3	20	21	20	\$16,209.65	\$14,736.04	\$1,473.60
Total				\$47,803.79	\$43,457.99	\$4,345.80



Madison - (608)271-4848
 Milwaukee - (262)439-2000
 Eau Claire - (715)225-7604
 WI Rapids - (715)424-3050
 McHenry - (815)385-4224

2880 Commerce Park Drive
 Madison, WI 53719

800-356-3200 | www.gencomm.com

SALES QUOTE

Sales Quote No: 35112
 Date: 12/3/24
 Account No: 10062

Bill To: Belvidere Fire Department
 123 S State St
 Belvidere, IL 61008

Ship To: Belvidere Fire Department
 Attn: Shawn Schadle
 123 S State St
 Belvidere, IL 61008

Sales Person	P.O. Number	Ship Method	Payment Terms	Quote Expires On
Heather Dahlquist		Spee-Dee	NET 30 Days	1/2/25

Notes

Item No	Description	Quantity	UM	Price	Amount
G5	Unication P25 700-800/VHF Dual Band Voice Pager	64.00	Each	\$750.00	\$48,000.00
GS999CA-SXXXEN	Unication G2/G4/G5 Charger Amplifier (Includes Antenna)	64.00	Each	\$157.50	\$10,080.00
PROG-MCH	Programming of radio equipment	64.00	Each	\$45.00	\$2,880.00
LABORSERV-MCH	Programming template development	4.00	Each	\$350.00	\$1,400.00

Returns & exchanges are accepted within 30 days of purchase and require an RMA number. Items must be in unused condition and in original packaging. Special order items are non-returnable and may not be cancelled once shipped from vendor/manufacture. Radio and infrastructure equipment/manufacturers carry a 25% restocking fee.

Subtotal	\$62,360.00
Freight	\$0.00
Sales Tax	\$4,501.20
Sales Order Total	\$66,861.20

* A 3% surcharge applies to all credit card payments.
 Unless otherwise specified, shipping and handling charges are not included and will be added to the associated invoice.

Quote Accepted By _____ Date _____

A Beep, LLC
 710 W Jefferson St -
 Joliet, IL, 60435
 US



Estimate

Date	Estimate #
Dec-04-2024	6809

Name / Address
Belvidere Fire Department 123 S. State Street Belvidere, IL 61008

Ship To
Belvidere Fire Department 123 S. State Street Belvidere, IL 61008

Project

Description	Qty	U/M	Cost	Total
G5 Dual Band P25 Voice Pager VHF/700-800MHz includes: pager, battery, charging/programming cable w/Power Adapter	64		\$654.077 19	\$41,860.94 EXP
G4/G5 Charger Amplifier (Includes Antenna)	37		\$134.671 62	\$4,982.85 EXP
Programming: 1-20 Channels	64		\$15.00 0.00%	\$960.00 EXP \$0.00
Total				\$47,803.79



Bandt Communications,
Inc.
1621 Gale Dr.
Beloit, WI 53511

sales@bandtcom.com
www.bandtcom.com
Fax: 608-757-1783

QUOTE No. 211756

Order No.
Valid for 30 days

Belvidere Fire Department

123 S. State St.
Belvidere, IL, 61008

Site: Station 1

Site Contact: Shawn Schadle

Salesperson: Bob Penniman

Date: 12/04/2024

G5 Dual Band Pager and Amplified charger with 2 year warranty. Programming is not included. If customer wants us to program that would be an additional charge.

Item	Quantity	Unit Price	Total
Unication G5 P25 Voice Pager (Dual Band)(VHF & 700\800Mhz) with 2800Mah Battery, Antenna, Charging/Programming Cable with Power Adapter, and 2 Year Warranty	64.00	\$726.75	\$46512.00
Unication G2-G5 Series Charger Amplifier	64.00	\$141.75	\$9072.00
Standard Labor	0.00 hrs	\$125.00	\$0.00
Sub-Total ex Tax			\$55584.00
Tax			\$0.00
Total inc Tax			\$55584.00

Please contact us if you have any queries regarding this quote.



Barbeck Communications
 1139 Franklin Grove Road
 DIXON, IL 61021
 Phone: 815-288-5315
 Fax: 815-288-3637

QUOTATION
146000484

Bill To:
 Belvidere Fire Department
 123 South State Street
 Belvidere, IL 61008

Ship To:
 Belvidere Fire Department
 123 South State Street
 Belvidere, IL 61008

Contact: Accounts Payable
Contact #: 815-544-2735
Email:

Date: 06/26/2024		Customer Rep: Cameron Lundquist		Terms: Payment Upon Receipt	
Qty	Description	Unit Price	Extended		
5	"IMPRES 2, Multi-Unit Fast Charger With USB Charging Ports"	1,705.00	8,525.00		
33	"IMPRES 2, Single-Unit Fast Charger, 115V"	186.00	6,138.00		
10	IMPRES(TM) 2 Single Unit Vehicular Charger	509.76	5,097.60		
64	G5 Dual Band P25 Voice Pager VHF/700-800	765.00	48,960.00		
1	Multi-Unit Charger Wall-Mount Kit	22.68	22.68		
11	Smart Battery, 3400mAh, IP68, equiv to PMNN4486a	134.00	1,474.00		
8	"IMPRESâ„¢ Two-Wire Surveillance Kit, Black"	135.71	1,085.68		
37	G2/G3/G4/G5 Charger amplifier	160.00	5,920.00		
64	Pager Programming	25.00	1,600.00		
1	Installation Radio system	7,543.16	7,543.16		
	Install single and multi unit chargers in apparatus				
32	APX Programming	115.00	3,680.00		



**BELVIDERE
FIRE
DEPARTMENT**
123 S. State St.
Belvidere, IL 61008

MEMORANDUM

To: Mayor Morris and Council
From: Chief Shawn Schadle
Date: December 4, 2024
Subject: Amendment to the 2022 AFG Countywide Communications Grant

Following favorable pricing on radios, \$81,860.11 in federal funds and a 10% local match totaling \$90,046.12 was left over. We amended our grant, and FEMA has approved federal funding for specific additional equipment. This memo pertains to procurement of Motorola-specific equipment through our exclusive Motorola dealer, Barbeck Communications (formerly known as Rock River Service) on behalf of the 4 participating fire departments.

The original Request for Proposal (RFP) process for this grant identified Motorola as the standard equipment to be used for the project. The FEMA approved amendment includes increased quantities of batteries, chargers, and programming services as previously approved under the initial RFP for the communications grant.

We request approval to amend the quantities of Motorola-specific equipment and authorize the purchase based on Quote #146000621 from Barbeck Communications. This amendment aligns with the original grant specifications and ensures operational consistency with existing infrastructure.

We will be reimbursed \$30,696.51 by FEMA and a total of \$1968.07 by D1, D2, and D3. The net cost to the City of Belvidere \$1,101.58.

Requested Motion

Motion to approve the purchase of Motorola equipment as outlined in Quote #146000621 for \$33,766.12 to be paid out of line item 1-05-220-8200.

Respectfully,

Shawn Schadle
Fire Chief
Belvidere Fire Department

4-AFG Motorola Accessories + Programming Amendment 3

Agency	Multi Unit Charger Wall Mount Kit	Bank Charger	Vehicular Single Charger	Vehicular Installation	Shipping Handling and Insurance	Single Unit Charger (\$186)	Radio Headset Earpiece with PTT (\$135.71)	Single Battery (\$134)	Existing Starcom Radio Programming New Channel	Total	Fed Share	Cost Share
BFD			2	3		1	4	6	8	\$12,117.34	\$11,015.76	\$1,101.58
D1	1	1	1	5	6	1	5	0	3	\$9,351.28	\$8,501.16	\$850.12
D2			1	2	2	1	18	2	0	\$8,966.54	\$8,151.40	\$815.14
D3			1	0	0	1	6	0	0	\$3,331.00	\$3,028.18	\$302.82
	1		5	10		4	33	8	11	TOTAL		
Total Cost	\$22.68	\$8,525.00	\$5,097.60	\$7,543.16	\$200.00	\$6,138.00	\$1,085.68	\$1,474.00	\$3,680.00	\$33,766.12	\$30,696.51	\$3,069.65



Barbeck Communications
 1139 Franklin Grove Road
 DIXON, IL 61021
 Phone: 815-288-5315
 Fax: 815-288-3637

QUOTATION

146000621

Bill To:
 Belvidere Fire Department
 123 South State Street
 Belvidere, IL 61008

Ship To:
 Belvidere Fire Department
 123 South State Street
 Belvidere, IL 61008

Contact: Accounts Payable
Contact #: 815-544-2735
Email:

Date: 12/04/2024 Customer Rep: Cameron Lundquist

Terms: Payment Upon Receipt

Qty	Description	Unit Price	Extended
5	"IMPRES 2, Multi-Unit Fast Charger With USB Charging Ports"	1,705.00	8,525.00
33	"IMPRES 2, Single-Unit Fast Charger, 115V"	186.00	6,138.00
10	IMPRES(TM) 2 Single Unit Vehicular Charger	509.76	5,097.60
1	Multi-Unit Charger Wall-Mount Kit	22.68	22.68
11	Smart Battery, 3400mAh, IP68, equiv to PMNN4486a	134.00	1,474.00
8	"IMPRESâ„¢ Two-Wire Surveillance Kit, Black"	135.71	1,085.68
32	APX Programming	115.00	3,680.00
1	Installation Radio system	7,543.16	7,543.16
1	Shipping, Handling and Insurance	200.00	200.00

Costs for Premium wages are not included in this proposal. Beck Tech's standard working hours are 8am to 5pm, Monday through Friday excluding holidays. Use of this quotation is based upon the understanding that Beck Tech, a Barbeck Company has necessarily assumed certain conditions in order to arrive at its best estimate for doing the work. In the event that actual conditions vary significantly from our assumptions made at the time of the quotation, then a fair adjustment to the price is expected.

Subtotal : \$33,766.12
 Applicable taxes are not included

These include but are not limited to:

- Physical conditions significantly different that could not be determined from a reasonable inspection of the Worksite and/or Information supplied by customer.
- Inability to start or have reasonable uninterrupted access for Beck Tech until work is completed.
- Reasonable prompt resolution of any questions that may arise in the course of the work, including necessary approvals by the customer or its agents.
- Terms are AS STATED ON THE INVOICE and late charges will be assessed for invoices paid outside of terms.

Thank you for the opportunity to offer this estimate. Please contact us at our main office if you have questions at 217-428-7000.

Signature: _____

PO Number: _____

Date: _____