1. Call meeting to order .......................................................... Dan Steffen, Vice-Chairman

2. Roll Call.

3. Review and consider meeting minutes of regular meeting on February 10, 2020.

4. Review and consider minutes of past Executive Sessions.

5. Public comment.

6. Consider claims for the March 19, 2020, Board meeting.

7. Old Business:
   (a) Consider Access Ordinance amendments.

8. New Business:
   (a) Discuss and act on a petition for County aid for a culvert replacement in Partridge Township, Section 20-14116-01-DR.
   (b) Discuss and act on spray patch oil quotes, Section 20-00000-19-GM.
   (c) Discuss and act on quotes for stockpiling materials (materials delivered to Highway Dept.), 20-00000-20-GM.
   (d) Discuss and act quotes for pit materials (material at the pit), 20-00000-25-GM.
   (e) Discuss and act on Woodford County Culvert bids, Section 20-00000-04-GM.
   (f) Discuss and act on cold patch quotations.
   (g) Discuss and act on Intergovernmental Agreement with IDOT for Section 19-00174-99-DR, County Highway 12 Permanent Repair Reimbursement.

9. Other:

10. Executive Session.

11. Action coming out of Executive Session.

12. Motion to Adjourn.
1. Call meeting to order
The meeting was called to order at 8:01 AM.

2. Roll Call.
Richard Hill, Dan Steffen, Donald Tolan, Barry Logan and Josh Davis were all present. Also present was Conrad Moore, County Engineer, Cheryl Churney, Chris Green and Road Commissioners Terry Mool (Panola), Scott Gerdes (Clayton), John Koos (Greene), Bryan de Freese (Roanoke).

Motion to approve January 13, 2020 made by Steffen, seconded by Davis. Motion passed.

4. Review and consider minutes of past Executive Sessions.

5. Public comment.

6. Consider claims for the February 18, 2020, Board meeting.
Motion to approve February 18, 2020 claims made by Tolan, seconded by Logan. Question regarding what Direct Energy is, and it is the power bill. It was asked about the 4 windshields. It is for two trucks, one bill is for the windshield and the other bill is for labor on each windshield. It was also questioned about the petty cash. Sometimes there is a part that is needed, and the company will want them to open a line of credit with them or write a check. It is easier to write them a check. It is less than $100 a month. The bookkeeper keeps a book on all petty cash, it was discussed how this would work with the bookkeeping as it would show it as just petty cash and there would be no documentation as to what it was for. It was pointed out that each petty cash would still be associated with a line item, so it could be tracked. Motion passed.

7. Old Business:
   a. Consider Revision to Access Ordinance.

   Mr. Moore has met with the State's Attorney to go over this. There were a few changes, and Mr. Moore is waiting on final approval form the State's Attorney.

8. New Business:
   a. Discuss and act on crack sealant material, Section 19-00000-19-G M.

   Motion to approve the low bid for crack sealant material from Sherwin Industries for $9,505.00 and authorize the Road and Bridge Committee Chairman to execute the paperwork made by Logan, seconded by Steffen. Motion passed.

   b. Discuss and act on Intergovernmental Agreement with IDOT for Section 19-00173-99 DR, County Highway 12 Emergency Repair Reimbursement.

   Motion to approve the intergovernmental agreement with IDOT and for the Woodford County Board Chairman to execute the agreement made by Davis, seconded by Tolan. Motion passed.
c. Discuss and act on procurement of Bulk Rock Salt for FY 2020-21.

Motion to authorize County Engineer to participate in the State salt bid for FY 2020-21 up to 2,000 tons made by Logan, seconded by Steffen. *Motion passed.*

d. PPUATS Pavement Assessment project.

Motion to authorize the Highway Department to match its 20% share of PPUATS pavement assessment project in the amount of $7,466.22 made by Steffen, seconded by Logan. Last fall PPUATS proposed a project to assess highways, we requested all of county highways to be assessed. The County's 20% share to be $7,466.22. *Motion passed.*

e. Discuss and act on a motion to recommend to the County Board approval of a Resolution authorizing the Execution of an Engagement Letter with Klein, Thorpe, & Jenkins, Ltd.

Motion made by Logan to recommend to the County Board to approve a resolution authorizing the execution of an engagement letter with Klein, Thorpe, & Jenkins, Ltd., seconded by Tolan. Tri-Global intends to submit an application for a windfarm. Several Woodford County Townships have engaged Cheryl Churney to represent them in their road agreements in the past. Ms. Churney has been representing townships and counties in these types of agreements for 18 years. These agreements help to protect the infrastructure and motoring public within the county. She meets with the townships and county and develops an agreement based on their inputs and needs. She writes into the agreement violation notices - that if something is violated, there is a fine. The idea is that if a company is hit with enough fines, they will start to comply. Motion made by Tolan to suspend the rules to allow the road commissioners to speak, seconded by Logan, *Motion passed.*

Commissioners stated that if it is not written in black and white, there can be a problem. These commissioners have worked with Ms. Churney and have been pleased with her work. One township commented on a previous windfarm where the zoning board issued the permits before the road agreement was in place, and the township had a lot of anguish. The commissioners believe that they cannot trust the windfarm companies. One committee member stated that he has received a lot of phone calls from citizens in the area stating that the windfarm company has been misleading people into signing up. Regardless of what the county does, the commissioners will hire Ms. Churney. Her fees are absorbed by the windfarm company. There is no cost to the township or county. Chris Green project manager from Tri-Global likes the road agreements because they know what repairs would be expected so they know the cost up front. There is an account where funds are set aside above and beyond what is expected to cover cost for any repairs needed. They like to give the money to the township or county and then let them fix the road as they see fit. Each entity would have its individual fund. It was suggested that a predetermined route be set for the windfarm to use and if they go outside those boundaries, a fine would be implemented. The developer will share of draft of their proposed routes and the townships will approve it. Tri-Global is hoping to submit their application in April, and the road use agreement is a condition of permit approval. They earliest the project could start is Spring of 2021, but more likely in 2022. The county and the townships would each have their own road use agreement.

The committee feels that working with Ms. Churney would be a benefit. *Motion passed.*
9. Other:
   a. Windfarms

This was discussed in New Business (a) above.

10. Executive Session.

11. Action coming out of Executive Session.

12. Motion to Adjourn.

   Motion to adjourn made by Tolan, seconded by Logan. Motion passed.

   Meeting adjourned at 9:00 AM.

   Submitted by: Deb Breyman

Richard Hill, Chairman
Road and Bridge Committee
CLAIMS SUMMARY SHEET FOR THE WOODFORD COUNTY HIGHWAY DEPARTMENT

Following are the totals of all claims for each fund of the Woodford County Highway Department approved at the March 6, 2020 Road and Bridge Committee meeting. The individual claims for each fund will be submitted for approval and payment at the March 17, 2020 County Board Meeting. This summary sheet is prepared at the request of the County Clerk.

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<td>Township Bridge Fund</td>
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Submitted and Approved by the Road & Bridge Committee at the meeting held:

March, 2019

______________________________
______________________________
______________________________
______________________________
______________________________
______________________________

L-Claims
The Committee for Woodford County have met and approved the following Claims.

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TOTAL CLAIMS: 6,242.82

Approved by

County Engineer

Submitted for approval,

DATED: Tuesday, March 3, 2020
The Committee for Woodford County have met and approved the following Claims.

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TOTAL CLAIMS: 4,601.66

Approved by

County Engineer

Submitted for approval.

DATED: Monday, March 2, 2020
The Committee for Woodford County have met and approved the following Claims.

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<td>#4 CHIPS (51.42 TON)</td>
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CHECK TOTAL: 841.50

TOTAL CLAIMS: 841.50

Approved by

County Engineer

Submitted for approval.

DATED: Tuesday, March 3, 2020
The Committee for Woodford County have met and approved the following Claims.

<table>
<thead>
<tr>
<th>DATE</th>
<th>VENDOR NAME</th>
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CHECK TOTAL: 15,550.47

TOTAL CLAIMS: 15,550.47

Approved by

______________________________
County Engineer

Submitted for approval.

DATED: Monday, March 2, 2020
Memo

To: Chairman Hill and Members of the Woodford County Road & Bridge Committee
From: Conrad Moore, P.E., County Engineer
CC: File
Date: March 2, 2020
Re: March 2020 Agenda Item 8(a) (20-14116-01-DR County Aid)

Background:
Coon Creek Road in Partridge Township is in need of a culvert replacement to improve drainage approximately 250 feet east of IL Route 26.

Purpose:
Replacement of aging infrastructure.

Other Information:
The 2020 County budget contains a line item for joint County/Township projects, designated by the following line item:

County Bridge Funds – Line Item 002-680-8876-002.

The project costs will be split 50/50 with the Township.

Recommendation:
The Highway Department recommends approval of the bridge petition in order to proceed with the project.
RESOLUTION # 2019/20-___

WOODFORD COUNTY HIGHWAY DEPARTMENT
RESOLUTION AUTHORIZING COUNTY AID FOR
PARTRIDGE ROAD DISTRICT SECTION 20-14116-01-DR

WHEREAS, the Highway Commissioner of Partridge Road District has submitted a petition (copy attached and made a part hereof), through the Woodford County Engineer, to the Woodford County Board for a project consisting of repairing an existing culvert located on Coon Creek Road in said Road District designated as Section 20-14116-01-DR, and

WHEREAS, Highway Commissioner of said Road District has 100% jurisdiction over said culvert with an estimated cost of $15,000.00, and

WHEREAS, Highway Commissioner of said Road District certifies that all eligibility requirements for County Aid participation have been met in accordance with 605 ILCS 5/5-501.

THEREFORE, BE IT RESOLVED, by the County Board of Woodford County, Illinois that the sum of $15,000.00 or as much therefore as may be needed to meet one-half of the expense of said Road District's portion of responsibility, will be appropriated from the County Bridge Fund of Woodford County in a timely manner for the completion of said project.

BE IT FURTHER RESOLVED, that County Engineer of Woodford County be directed to manage all engineering, construction and administrative work associated with said project in accordance with 605 ILCS 5/5-501, and

BE IT FURTHER RESOLVED, that the County Clerk and County Treasurer, be and are hereby authorized to issue orders against the County Aid appropriation when duly authorized by the County Engineer of Woodford County.

I, Dawn Kupfer, County Clerk in and for said County of Woodford, in the State of Illinois, and keeper of the records and files thereof, as provided by Statute, do hereby certify the foregoing to be a true, perfect and complete copy of the resolution adopted by the County Board of Woodford County, at its monthly meeting held at Eureka, Illinois on ___March 19, 2020___.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed the seal of said County at my office in Eureka, in said County, this ___19th___ day of ___March, 2020___.

(SEAL)

ATTEST:

Dawn Kupfer – Clerk of the Woodford County Board

John Krug – Chairman of Woodford County Board
PETITION FOR COUNTY AID TO REPAIR BRIDGE

STATE OF ILLINOIS }
COUNTY OF WOODFORD } ss.
TOWN OF Partridge

To The County Board of Woodford County, Illinois:

The undersigned, Highway Commissioner of the Town of Partridge in said County, would respectfully represent that a bridge/culvert needs to be replaced over the drainage ditch along IL 26 where the same is crossed by the highway Township Road 36, (Coon Creek Road) in said Town, for which said work the Town of Partridge is wholly responsible; that the total cost of said work will be $15,000.00 Dollars, which sum will be more than two cents on the One Hundred Dollars valuation, on the latest assessment roll of said Town, and the levy for road and bridge tax for the two years last past is said Town was in each year for the full amount allowed by law to be raised for all road and bridge purposes, except for laying out, altering, widening or vacating roads, the major part of which levy is needed for the ordinary repair of roads and bridges.

Wherefore, the Highway Commissioner hereby petitions you for aid. And for an appropriation from the County Treasury of a sum sufficient to meet one-half the expenses of said bridge or other work, said Town being prepared to furnish the other half of the amount required.

Dated at Roanoke, this 3 day of March, A. D. 2020.

[Signature]
Highway Commissioner

*Project to be split 50% / 50% between Township and County.
STATE OF ILLINOIS  
COUNTY OF WOODFORD  
TOWN OF Partridge  

I, the undersigned Highway Commissioner of the Town of Partridge, County aforesaid, hereby state that I have made a careful estimate of the probable cost of the  
(Here state the description of the work asked for) 
Replace concrete pipe culvert.  

WCHD Section Number 20-14116-01-DR  

and I do estimate that the probable cost of the same will be 15,000.00 Dollars.  
Witness my hand, this 3rd day of March, A. D. 2020.  

_________________________  
Highway Commissioner  

_________________________  
Highway Commissioner of said Town of Partridge, being duly sworn on oath or  
affirmed says that 15,000.00 Dollars mentioned in the estimate to which this  
affidavit is attached is necessary, and that the same will not be more expensive than is needed for the  
purpose required.  
Witness my hand, this 3rd day of March A. D. 2020.  

_________________________  
Highway Commissioner
Memo

To: Chairman Hill and Members of the Woodford County Road & Bridge Committee
From: Conrad Moore, P.E., County Engineer
CC: File
Date: March 2, 2020
Re: March 2020 Agenda Item 8(f) (Material Quotes-Cold Patch)

Background:
The Highway Department solicits materials proposals on an annual basis for the procurement of various materials for use by the Department in roadway maintenance. Quotations are received for materials that the Department picks up at the pit (FOB Pit) based upon which is most advantageous to the County.

For FOB Pit, all quotations for all groups may be accepted and it will be determined at the time of need, based upon location of the work within the County at that time, which quoted price is most advantageous economically.

Purpose:
Having materials on hand and from an available approved source is key to the Department’s day-to-day operations.

Applicable Rules:
Woodford County Purchase Ordinance

Other Information:
The materials quoted on the attached will be paid for using County Highway, line item: 001-630-6308-002 (Surface Maintenance)

The Highway Department received quotes from 2 vendors as summarized on the attached results.

Recommendation:
The County Engineer recommends the Road and Bridge Committee accept all quotes as summarized on the attached bid results with a $10,000 maximum dollar amount purchase of cold patch for the current fiscal year.
WOODFORD COUNTY
ROAD DISTRICT ...County
SECTION ...Cold Mix Asphalt
LETTING DATE ...March 5, 2020

COLD MIX ASPHALT - QUOTES

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<tr>
<th>ITEM</th>
<th>QTY.</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
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<tr>
<td>Cold Mix Asphalt</td>
<td>74.0</td>
<td>TON</td>
<td>$129.00</td>
<td>$9,548.00</td>
<td>$135.00</td>
<td>$9,990.00</td>
</tr>
</tbody>
</table>

BIDDER NO. 1
McLean County Asphalt Co., Inc.
1100 W. Market Street
Bloomington, IL 61701
Randy Kaufman
1-309-827-4811
randy.kaufman@mcleancountyasphalt.com

BIDDER NO. 2
Tazewell County Asphalt Co., Inc.
23497 Ridge Road
East Peoria, IL 61611
Brandon Fogler
1-309-698-8404
Fax 1-309-698-8431
tpaco@shopglobal.net
<table>
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<th>Material</th>
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<tr>
<td>* Asphalt</td>
<td>$75.00 per ton</td>
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<tr>
<td>Cold Mix Asphalt (UPM)</td>
<td>$135.00 per ton</td>
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<tr>
<td>RC-70 (Prime)</td>
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<tr>
<td>Recycled Asphalt</td>
<td>$9.50 per ton</td>
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<tr>
<td>(Crushed &amp; Screened)</td>
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<tr>
<td>Recycled Concrete</td>
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<td>(Crushed &amp; Screened)</td>
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</tr>
<tr>
<td>Millings</td>
<td>$5.00 per ton</td>
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<tr>
<td>(Unprocessed)</td>
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</tr>
<tr>
<td>White Rock Chips</td>
<td>$24.00 per ton</td>
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<tr>
<td>FA-01 Sand</td>
<td>$10.00 per ton</td>
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<tr>
<td>Sealer</td>
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<td>Tarmax</td>
<td>$130.00 per pail</td>
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<td>(5 gallon pail)</td>
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</tr>
<tr>
<td>Silica Sand</td>
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<tr>
<td>(50 lbs for sealer)</td>
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<tr>
<td>Crack Filler</td>
<td>$25.00 per box</td>
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<tr>
<td>(35 lb blocks)</td>
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</tr>
</tbody>
</table>

* Due to rapidly fluctuating fuel and liquid asphalt prices, the above prices are subject to change without notice.

~ Specializing In ~

ASPHALT PAVING • MAINTENANCE • EXCAVATING • AGGREGATE BASE WORK
COMMERCIAL & RESIDENTIAL
Hello sorry about that it is $129.00 A ton  Thanks  Good Thu Apr 1, 2020

From: Jayne Frerichs <queenb@woodford-county.org>
Sent: Friday, May 10, 2019 10:49 AM
To: John Edwards <john@mcleancountymaterials.com>
Subject: RE: Price List

Hello John,

Still waiting on that price for Cold Mix Asphalt.

Thank You

Jayne Frerichs
Office Technician/Bookkeeper

Woodford County Highway Department
301 S Main St.
Roanoke, IL 61561
Ph. 309-923-2891
Fax 309-467-7220

---

From: John Edwards [mailto:john@mcleancountymaterials.com]
Sent: Thursday, May 09, 2019 2:31 PM
To: queenb@woodford-county.org
Subject: Price List

See attached
Thanks

John Edwards
Material Yard Manager
Mclean County Asphalt & Material Co.
Po Box 3547
Bloomington Il 61702
Office (309)829-1511
Cell (309)275-4303
Fax (309)829-1611
Email John@Mcleancountymaterials.com
Memo

To: Chairman Hill and Members of the Woodford County Road & Bridge Committee

From: Conrad Moore, P.E., County Engineer

CC: File

Date: March 2, 2020

Re: March 2020 Agenda Item 8(g) (19-000174-99-DR Reimbursement)

Background:
A storm event on September 27, 2019 impacted areas of Woodford County. County Highway 12 (Banta Road) was one location that directly impacted the Woodford County Highway Department. As a result of the storm, the Banta Road ditches east intersection with IL 26 require permanent repairs.

As a result of the nature and amount of the permanent repairs, Woodford County is eligible for 80% reimbursement through funds available through FHWA. The reimbursement includes labor, equipment, and materials utilized during the repairs.

As summarized on the agreement, the amount of the reimbursement (80%) is $7,790.00.

The Intergovernmental Agreement with IDOT is necessary to proceed with the reimbursement process.

Purpose:
Minimizing interruptions to the travelling public.
Availing the County to available reimbursements, where eligible.

Recommendation:
The Highway Department recommends that the Road and Bridge Committee approve the intergovernmental agreement and authorize the County Board Chairman to execute the agreement.
RESOLUTION # 2019/20--___

AUTHORIZING THE COUNTY BOARD CHAIRMAN TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH IDOT FOR PERMANENT REPAIR REIMBURSEMENT
SECTION 19-00174-99-DR
COUNTY HIGHWAY 12

WHEREAS, the Woodford County Highway Department will make permanent repairs on County Highway 12 as a result of a storm event, and

WHEREAS, the Woodford County Highway Department is eligible for FHWA emergency relief funds to reimburse the costs of the repairs at 80%, and

WHEREAS, the total amount of reimbursement is $7,790.00, to be deposited into the County Highway Fund.

THEREFORE, BE IT RESOLVED, that the Chairman of the County Board, Woodford County, State of Illinois, be and he is authorized to execute the attached agreement with the Illinois Department of Transportation pertaining to the captioned subject – in quadruplicate copies – each of which shall be considered as an original, on behalf of the said County of Woodford by affixing his signature to each copy, the same to be attested to by the county Clerk.

I, Dawn Kupfer, County Clerk in and for said County of Woodford, in the State of Illinois, and keeper of the records and files thereof, as provided by Statute, do hereby certify the foregoing to be a true, perfect and complete copy of the resolution adopted by the County Board of Woodford County, at its regular meeting held at Eureka, Illinois on ___March 19, 2020__.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed the seal of said County at my office in Eureka, in said County, this ___19th__ day of ___March, 2020__.

(SEAL)

ATTEST:

Dawn Kupfer – Clerk of the Woodford County Board John Krug – Chairman of Woodford County Board
INTER-GOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ILLINOIS, ILLINOIS DEPARTMENT OF TRANSPORTATION
AND

Woodford County

The ILLINOIS DEPARTMENT OF TRANSPORTATION (Grantor), with its principal office at 2300 South Dirksen Parkway, Springfield IL 62764, and Woodford County (Grantee), with its principal office at County Clerk, 115 N Main Street, Rm 202, Eureka, IL 61530 and payment address (if different than principal office) at same, hereby enter into this inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. Grantor and Grantee are collectively referred to herein as “Parties” or individually as a “Party.”

PART ONE – THE UNIFORM TERMS

RECITALS

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

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

ARTICLE I

AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 075623280 is Grantee’s correct DUNS number, that 37-1212522 is Grantee’s correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

- [ ] Individual
- [ ] Sole Proprietorship
- [ ] Partnership
- [ ] Corporation (includes Not For Profit)
- [ ] Medical Corporation
- [ ] Governmental Unit
- [ ] Estate or Trust
- [ ] Pharmacy-Non Corporate
- [ ] Pharmacy/Funeral Home/Cemetery Corp.
- [ ] Tax Exempt
- [ ] Limited Liability Company (select applicable tax classification)
- [ ] P = partnership
- [ ] C = corporation

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

1.2. Amount of Agreement. Grant Funds (check one) X shall not exceed or □ are estimated to be $9,738.00, of which $7,790.00 are federal funds. Grantee agrees to accept Grantor’s payment as specified in the
Exhibits and attachments incorporated herein as part of this Agreement.

1.3. **Identification Numbers.** If applicable, the Federal Award Identification Number (FAIN) is ____, the federal awarding agency is the Federal Highway Administration, and the Federal Award date is ____. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is Highway Planning and Construction and Number is 20.205. The Catalog of State Financial Assistance (CSFA) Number is 494-00-1007. The State Award Identification Number is ____.

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

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

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK
1.6  Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

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

[GRANTOR NAME]

By: ________________________________
    Signature of Omer Osman, Acting Secretary

By: ________________________________
    Signature of Designee

Date: ______________________________
Printed Name: Omer Osman
Printed Title: Acting Secretary of Transportation
             Designee

By: ________________________________
    Signature of Philip C. Kaufmann, Chief Counsel

By: ________________________________
    Signature of Designee

Date: ______________________________
Printed Name: Philip C. Kaufmann
Printed Title: Chief Counsel
             Designee

By: ________________________________
    Signature of Joanne Woodworth, Acting CFO

By: ________________________________
    Signature of Designee

Date: ______________________________
Printed Name: Joanne Woodwork
Printed Title: Acting Chief Fiscal Officer
             Designee

By: ________________________________
    Signature of

By: ________________________________
    Signature of Designee

Date: ______________________________
Printed Name: ______________________
Printed Title: ______________________
             Designee

[GRANTEE NAME]

By: ________________________________
    Signature of Authorized Representative

Date: ______________________________
Printed Name: John Krug
Printed Title: County Board Chairman
Email: jkrug@woodford-county.org

By: ________________________________
    Signature of Authorized Representative

Date: ______________________________
Printed Name: Dawn Kupfer
Printed Title: County Clerk
Email: cnyclick@woodford-county.org

Article II
REQUIRED REPRESENTATIONS

State of Illinois
INTERGOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2020 / 1 7 19
Page 3 of 37
2.1. **Standing and Authority.** Grantee warrants that:

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

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

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

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

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

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

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

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

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

**ARTICLE III**

**DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“FAIN” means the Federal Award Identification Number.

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

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

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

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

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

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

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

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

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

“Net Revenue” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Net Revenue” is synonymous with “Profit.”

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

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

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

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

“Profit” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Profit” is synonymous with “Net Revenue.”

“Program” means the services to be provided pursuant to this Agreement.

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

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

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

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

“State” means the state of Illinois.

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

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

4.2. Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. All obligations regarding Grant Funds management shall survive this Agreement’s termination or expiration. See 2 CFR 200.343(d); 2 CFR 200.305(b)(9); 30 ILCS 705/5. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; 44 Ill. Admin. Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

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

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

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

4.6. Interest.

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

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

4.7. **Timely Billing Required.** Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in PART TWO, PART THREE or Exhibit C. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor’s approval of Grantee’s request for an extension shall not be unreasonably withheld.

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

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

**ARTICLE V**

**SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT**

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

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

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

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

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

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

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

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

ARTICLE VII
ALLOWABLE COSTS

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

7.2. **Indirect Cost Rate Submission.**

(a) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(d).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII
REQUIRED CERTIFICATIONS

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

(a) Bribery. Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IX
CRIMINAL DISCLOSURE

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

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

(a) The Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;

(b) The Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.);

(c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6).

(See also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 [Volume 67, Number 13, Pages 2671-2685]];

(d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

(e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 et seq.); and

(f) The Age Discrimination Act (42 USC 6101 et seq.).

ARTICLE XI
LOYING

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

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

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

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

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

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

**ARTICLE XII**

**MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

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

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

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

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

**ARTICLE XIII**

**FINANCIAL REPORTING REQUIREMENTS**

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

13.2 Close-out Reports.

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343; 44 Ill. Admin. Code 7000.44Q(b).

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

13.3 Consolidated Year-End Financial Reports.

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

(b) Grantees shall submit Consolidated Year-End Financial Reports, according to the required audit (see ARTICLE XV), namely:
   (i) For Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the Grantee’s fiscal year ending on or after June 30, or (b) 30 calendar days following completion of the audit; or
   (ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the Grantee’s fiscal year ending on or after June 30.

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

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

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

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

(f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.
13.4. **Effect of Failure to Comply.** Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply.

**ARTICLE XIV**

**PERFORMANCE REPORTING REQUIREMENTS**

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

14.2. **Close-out Performance Reports.** Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343; 44 Ill. Admin. Code 7000.440(b)(1).

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


**ARTICLE XV**

**AUDIT REQUIREMENTS**

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

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

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

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

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

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

(iv) If Grantee does not meet the requirements in subsections 15.2(b) and 15.2(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

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

15.3. **Performance of Audits.** For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the state of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor’s most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantee for the preparation and submission of audit reports and any related documents.

15.4. **Delinquent Reports.** Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantee within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grant Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.
ARTICLE XVI
TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

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

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

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

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

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

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

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

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

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee’s non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee...
16.5. **Effects of Suspension and Termination.**

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

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

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

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

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

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

**ARTICLE XVII**

**SUBCONTRACTS/SUB-GRANTS**

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

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

17.3. **Liability as Guaranty.** Grantee shall be liable as guarantor for any Grant Funds it lawfully obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds.

**ARTICLE XVIII**

**NOTICE OF CHANGE**

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

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

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

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

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

**ARTICLE XIX**
**STRUCTURAL REORGANIZATION**

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

**ARTICLE XX**
**AGREEMENTS WITH OTHER STATE AGENCIES**

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

**ARTICLE XXI**
**CONFLICT OF INTEREST**

21.1. **Required Disclosures.** Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 44 Ill. Admin. Code 7000.40(b)(3).
21.2. **Prohibited Payments.** Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an Instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the state of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor’s annual salary, or $106,447.20 (30 ILCS 500/50-13). An Instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. 2 CFR 200.64.

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

**ARTICLE XXII**

**EQUIPMENT OR PROPERTY**

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

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

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

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

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

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

ARTICLE XXIV
INSURANCE

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

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

ARTICLE XXV
LAWSUITS

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

25.2. Liability. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party’s agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.
26.1. **Gift Ban.** Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

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

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

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

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

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

26.7. **No Waiver.** No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party’s right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

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

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

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

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

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


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

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

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

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

26.18. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including final indirect cost rate adjustments, including those funds obligated pursuant to ARTICLE XVI; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) Reference source not found.; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXI; (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

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EXHIBIT A

PROJECT DESCRIPTION

CSFA Number: 494-00-1007
NOSA/SaIN Number: 677089

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| Current Jurisdiction | Woodford County | TIP Number | n/a | Existing Structure No | n/a |

PROJECT DESCRIPTION

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

Permanent Repair at one (1) location on Woodford County Highway 12 (Banta Rd) to repair damages incurred as a result of flash flooding identified in Disaster Proclamation IL-1901. Repairs consist of ditch cleaning to remove accumulated silt.
EXHIBIT B

DELIVERABLES OR MILESTONES

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

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

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

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

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

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

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

**Emergency Relief:** Completion of all requirements as outlined in the FHWA’s Emergency Relief Manual (rev 05/31/2013) and incorporated by reference.
**EXHIBIT C**

**Division of Cost/Budget**

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*80% EMR Funds NTE $7,790.00; Balance by Grantee*

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

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**GRANTEE-Let and Administered Projects**

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

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

**Engineer’s Payment Estimates:** Engineers pay Estimates shall be in accordance with the Division of Cost.

**Reimbursement Requests:** For reimbursement requests the GRANTEE will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fixed fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). GRANTEE invoice requests to the GRANTOR will be submitted with sequential invoice numbers by project.
EXHIBIT D
CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

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

GRANTOR CONTACT
Name: Tony Sassine
Title: IDOT District 4 Local Roads Engineer
Address: 401 Main Street, Peoria, IL 61602-1111
Phone: 309/671-3690
TTY#: 
Fax#: 
E-mail Address: tony.sassine@illinois.gov

GRANTEE CONTACT
Name: Conrad Moore
Title: County Engineer
Address: 301 S Main Street, Roanoke, IL 61561
Phone: 309/923-2891
TTY#: 
Fax#: 
E-mail Address: cmoore@woodford-county.org

Additional Information:
EXHIBIT E

PERFORMANCE MEASURES

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

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

For Federally Funded Projects: To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires GRANTORS and GRANTEES to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the GRANTOR within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.

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

For Preliminary Engineering: For preliminary Engineering projects, the period of performance (end date) is ten (10) years from the execution date of the agreement. The GRANTEE must begin right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is by the close of the tenth (10th) fiscal year following the fiscal year in which the project is federally authorized, the GRANTEE. In the event that this work is not started within this timeframe, the GRANTEE will repay the GRANTOR any Federal funds received under the terms of this Agreement.

For Right-of-Way Acquisition: For Right-of-Way projects the period of performance (end date) is fifteen (15) years from the execution date of the agreement. The GRANTEE must begin construction of the project on this right-of-way by the close of the twentieth (20th) fiscal year following the fiscal year in which the project is federally authorized, the GRANTEE. In the event that construction is not started within this timeframe, the GRANTEE will repay the GRANTOR any Federal Funds received under the terms of this Agreement.
EXHIBIT F

PERFORMANCE STANDARDS

Performance standards are contained herein and incorporated by reference:

The current Standard Specifications for Road and Bridge Construction
The current Supplemental Specifications and Recurring Special Provisions
The IDOT Bureau of Local Roads and Streets Manual
The IDOT Bureau of Construction Manual
The IDOT Project Procedures Guide
Other relevant IDOT policy manuals and guides that may govern the specific work contemplated by this Agreement

Emergency Relief: Completion of all requirements as outlined in the FHWA’s Emergency Relief Manual (rev 05/31/2013) and incorporated by reference.
EXHIBIT G - SPECIFIC CONDITIONS

These specific conditions, as listed in the accepted Notice of State Award (NOSA), are based upon the GRANTEE’s responses to the Fiscal and Administrative Risk Assessment (ICQ).
PART TWO – THE GRANTOR-SPECIFIC TERMS

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

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

Ethics.
A. Code of Conduct

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

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year. The code shall also provide that GRANTEE's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The GRANTOR may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the GRANTEE or the locality relating to such contract, subcontract, or arrangement.

The code shall also prohibit the officers, employees, board members, or agents of the GRANTEE from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

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

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


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

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

For the purpose of reconciliation, the GRANTEE must submit a BoBS 2832 report for the period ending November 30, 2020.

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

The Grantee Agrees:

1. To acquire in its name, or in the name of the State of Illinois if on the State highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the GRANTEE shall certify to the GRANTOR that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the GRANTEE, the GRANTOR, and the FHWA if required.

2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.

3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.

4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.

5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the GRANTOR and the FHWA.

6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.

7. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.

State of Illinois
INTERGOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2020 / L7 19
Page 34 of 37
8. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.

**THE GRANTOR AGREES:**

1. To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the GRANTEE's certification of compliance with Titles II and III requirements.

2. (Day Labor) To authorize the GRANTEE to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the GRANTEE for that portion of the cost payable from Federal and/or GRANTOR funds based on the Agreed Unit Prices and Engineer’s Payment Estimates in accordance with the Division of Cost on page one.

3. (GRANTEE Administered Projects) For agreements with Federal and/or GRANTOR funds in engineering, right-of-way, utility work and/or construction work:
   
   (a) To reimburse the GRANTEE for the Federal and/or GRANTOR share on the basis of periodic billings within timeframes specified in Exhibit E, provided said billings contain sufficient cost information and show evidence of payment by the GRANTEE;

   (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by GRANTOR inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the GRANTOR.

**IT IS MUTUALLY AGREED:**

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

2. That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.
PART THREE – THE PROJECT-SPECIFIC TERMS

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

Emergency Relief: Completion of all requirements as outlined in the FHWA’s Emergency Relief Manual (rev 05/31/2013) and incorporated by reference.

Attachments:

   Location Map
View of Cleaned Ditch

View of Cleaned Ditch

View of Cleaned Ditch

View of Cleaned Ditch
<table>
<thead>
<tr>
<th>Description of Work to Date (Equipment, Labor, and Materials)</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Quantity</th>
<th>Completed</th>
<th>Remaining</th>
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**Total Cost:** 4,290.53

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**Emergency Repair**

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**Total Cost:** 6,128.00

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**Permanant Restoration**

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**Total Cost:** 6,128.00

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**Environmental Assessment Recommendation**

- **Categorical Exclusion**: Yes
- **EA/EIS**: No

**Concurrence**

- **State Engineer**: Yes
- **Local Agency Representative**: Yes

**Date**

- **FHWA Engineer**: 10/14/19
- **State Engineer**: 10/21/19
- **Local Agency Representative**: 10/10/19

Form FHWA-1547 (Rev. 4-98)
**DETAILED DAMAGE INSPECTION REPORT**

*(Title 23, Federal-aid Highways)*

**Location (Name of Road and Milepost):**

COUNTY HIGHWAY 12 (BANTA RD) NEAR INTERSECTION OF HERINGTON RD IN WOODFORD COUNTY, IL.

**Description of Damage:**

DITCH CLEANING ALONG C.H. 12 DUE TO RECENT HEAVY RAINS.

### Cost Estimate

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**Environmental Assessment Recommendation:**

- [ ] Categorical Exclusion
- [X] EA/EIS
- [ ] Other

**Concurrence:**

- [X] Yes
- [ ] No

**Concurrence:**

- [X] Yes
- [ ] No

**FHWA Engineer:**

[Signature]

**State Engineer:**

[Signature]

**Local Agency Representative:**

[Signature]

**Date:**

10/21/19

10/10/2019

Form FHWA-1547 (Rev. 4-99)