



City of Fairview Heights

CITY COUNCIL MEETING AGENDA
10025 BUNKUM ROAD
FAIRVIEW HEIGHTS, IL 62208
January 20, 2026
7:00 P.M.

The City Council meeting will be held in the Council Chambers. Participation (only) join at <https://meet.goto.com/COFH> or dial in at 1 (786) 535-3211 - Access Code: 808-004-661 - Please mute your phone during the meeting. To install the application: <https://meet.goto.com/install>

A. Pledge of Allegiance

F. Consent Agenda:

City Council Amended Minutes-December 16, 2025

City Council Minutes – January 06, 2026

Finance Director's Report

Presentation of Bills - \$ 2,571,744.93

B. Invocation

C. Call to Order

G. Committee Reports

D. Roll Call

H. Communications from Mayor

E. Public Participation

I. Communication from Elected Officials

J. UNFINISHED BUSINESS

None

K. NEW BUSINESS

Proposed Resolution No. 04-'26 a Resolution Amending Resolution No. 4676-2025 authorizing the Mayor on behalf of the City of Fairview Heights to enter into a revised agreement with the County of St. Clair, Village of Swansea, City of Fairview Heights and the JMT Enterprise Group, LLC for the Construction of a Signalized Intersection at Frank Scott Parkway, DePaul Drive and Jennings Station Drive. (Operations Committee)

Proposed Resolution No. 05-'26 a Resolution authorizing the Mayor on behalf of the City of Fairview Heights to enter into a letter of understanding with the State of Illinois through its Department of Transportation to complete improvements of Illinois Route 159. (Operations Committee)

Proposed Resolution No. 06-'26 a Resolution authorizing the Mayor to sign a Joint Funding Agreement for Federally Funded Construction Associated with improvements to Old Collinsville Road from Lincoln Highway (US 50) to Ashland Avenue. (Operations Committee)

Proposed Resolution No. 07-'26 a Resolution for Improvement Under the Illinois Highway Code for the Old Collinsville Road Project from Lincoln Highway to Ashland Avenue. (Operations Committee)

K. NEW BUSINESS – CONTINUED

Proposed Resolution No. 08-‘26 a Resolution authorizing the Mayor to enter into a letter agreement with the St. Clair County Highway Department for reimbursement of Fees for the preparation of an STP – S Grant Application for road improvements to Ashland Avenue, Phase 2, from Joseph Drive to Illinois Route 159. (Operations Committee)

Proposed Resolution No. 09-‘26 a Resolution authorizing the Mayor on behalf of the City of Fairview Heights to enter into an agreement with the Illinois Department of Commerce and Economic Opportunity for receipt of funding for costs associated with the Renovation of the City Council Chambers in City Hall. (Operations Committee)

Proposed Resolution No. 10-‘26 a Resolution authorizing the Mayor to enter into a Letter of Agreement with the St. Clair County Highway Department for Reimbursement of fees for Engineering Services for road improvements to Ashland Avenue Phase 1, from Old Collinsville Road to Joseph Drive. (Operations Committee)

L. MOTION**M. ADJOURNMENT**

**CITY OF FAIRVIEW HEIGHTS
AMENDED CITY COUNCIL MINUTES
December 16, 2025**

The regular meeting of the Fairview Heights City Council was called to order at 7:00 p.m. by Mayor Mark T. Kupsy in the City Council Chambers, 10025 Bunkum Road, Fairview Heights, IL and also conducted virtually for guest attendees and City Council members per Resolution 4391-2021 with the Pledge of Allegiance and Invocation by City Clerk Karen Kaufhold.

ROLL CALL

Roll call of Aldermen present: Josh Frawley, James Winkeler, Barbara Brumfield, Jeff Harris, Brenda Wagner, Pat Peck, Anthony LeFlore, Bill Poletti and Frank Menn. Alderman Derrick King was absent – excused. City Clerk Karen Kaufhold and Attorney Andrew Hoerner were present.

PUBLIC PARTICIPATION

None

CONSENT AGENDA

Alderman Frank Menn moved to approve the December 02, 2025 City Council Meeting Minutes and Finance Director's report and the bills and invoices presented for payment in the amount of \$4,004,088.79. Seconded by Alderman Bill Poletti.

Roll call on the December 02, 2025 City Council Meeting Minutes and Finance Director's report and the bills and invoices presented for payment in the amount of \$4,004,088.79 showed Aldermen Frawley, Winkeler, Brumfield, Harris, Wagner, Peck, LeFlore, Poletti and Menn voting "Yea". Alderman King was absent from the vote. Motion passes with 9 yeas and one absent.

COMMITTEE REPORTS

The Mayor announced that the Community Committee will be held on December 17, 2025 at 7:00 P.M.

COMMUNICATIONS FROM THE MAYOR

Mayor Mark started the meeting by asking for a moment of silence for Ruth Pierce, who recently passed, she is the wife of Randy Pierce a Reporter for Fairview Heights Tribune. Mayor also wanted to give a moment of silence those who passed in the Bondi Beach incident in Australia, Brown University shooting and Actor Rob Reiner and his wife. Mayor Kupsy issued a reminder that City Hall will be open December 26th, 2025 and January 2nd, 2026. The Mayor shared with us that the Bonds Sale for The REC is completed. Mayor announced to additions to our City, Dutch Brothers Coffee, who had a Ribbon Cutting on December 15, 2025 and the Club Car Wash which is open now. Next, was discussed NPR, National Public Radio, had done an interview with Ryan Jenkins, our Economic Development Coordinator, regarding Generation Z Individuals joining the workforce. The Mayor wanted to wish everyone a very Merry Christmas and Happy New Year on behalf of his Office and family.

COMMUNICATIONS FROM ELECTED OFFICIALS

Alderman Frank Menn gave a big Thank You to the I.T. Department, to Director Chris Elliot, and his staff Zach and Kylee for all they do.

Alderman Pat Peck announce the next Trekking for Trash on Saturday, December 20th, 2025.

Alderman Jeff Harris wanted to acknowledge Alderman LeFlore for donating Turkeys to the School District.

Mayor wanted to thank everyone who donated to the Santa for Seniors Program and Special Needs Homes. Many would not have received gifts this year if it wasn't for everyone's donations.

UNFINISHED BUSINESS

Proposed Ordinance No. 31-'25 an Ordinance adopting the Lincoln Trail Great Streets Plan for the Lincoln Trail Corridor within the City of Fairview Heights, Illinois. Proposed Ordinance No. 31-'25 was read for the second time.

Roll call on Proposed Ordinance No. 31-'25 showed Aldermen Frawley, Winkeler, Brumfield, Harris, Wagner, Peck, LeFlore, Poletti and Menn voting "Yea". Alderman King was absent from the vote. Motion passes with 9 yeas and one absent.

Proposed Ordinance No. 31-'25 passed on 9 yeas.

Proposed Ordinance No. 31-'25 now becomes **ORDINANCE NO. 2015-2025**

NEW BUSINESS

Proposed Ordinance No. 32-'25 an Ordinance amending Ordinance No. 190, "The Revised Code", Chapter 24, Motor Vehicle Code, Schedule "C", No Parking Zones, by adding 3rd Avenue. Motion was made by Alderman Poletti. Seconded by Alderman Frawley. Proposed Ordinance No. 32-'25 was read for the first time.

Proposed Ordinance No. 33-'25 an Ordinance approving guaranteed maximum price amendment and related documents for agreement with Holland Construction Services, Inc. for Construction Manager as Constructor for the Expansion of The REC and Renovations of Pleasant Ridge Park. Motion was made by Alderman Peck. Seconded by Alderman Wagner. Proposed Ordinance No. 33-'25 was read for the first time.

Motion made by Alderman Menn to advance Proposed Ordinance No. 33-'25 to the second reading. Seconded by Alderman LeFlore.

Roll Call to advance Proposed Ordinance No. 33-'25 to the second reading showed Aldermen Frawley, Winkeler, Brumfield, Harris, Wagner, Peck, LeFlore, Poletti and Menn voting "Yea". Alderman King was absent from the vote. Motion passes with 9 yeas and one absent.

Roll call on Proposed Ordinance No. 33-'25 showed Aldermen Frawley, Winkeler, Brumfield, Harris, Wagner, Peck, LeFlore, Poletti and Menn voting "Yea". Alderman King was absent from the vote. Motion passes with 9 yeas and one absent.

Proposed Ordinance No. 33-'25 passed on 9 yeas.

Proposed Ordinance No. 33-'25 now becomes **ORDINANCE NO. 2016-2025**

NEW BUSINESS - CONTINUED

Proposed Ordinance No. 34-'25 an Ordinance repealing Chapter 16, of Ordinance No. 190, "The Revised Code," Chapter 16, Fees and Salaries, Article I – Salaries, and establishing a new Article I Salaries; an Ordinance establishing salaries of appointed officials and employees of the City of Fairview Heights, IL 2025-2026. Motion was made by Alderman Brumfield. Seconded by Alderman Wagner. Proposed Ordinance No. 34-'25 was read for the first time.

Motion made by Alderman Menn to advance Proposed Ordinance No. 34-'25 to the second reading. Seconded by Alderman Wagner.

Roll Call to advance Proposed Ordinance No. 34-'25 to the second reading showed Aldermen Frawley, Winkeler, Brumfield, Harris, Wagner, Peck, LeFlore, Poletti and Menn voting "Yea". Alderman King was absent from the vote. Motion passes with 9 yeas and one absent.

Roll call on Proposed Ordinance No. 34-'25 showed Aldermen Frawley, Winkeler, Brumfield, Harris, Wagner, Peck, LeFlore, Poletti and Menn voting "Yea". Alderman King was absent from the vote. Motion passes with 9 yeas and one absent.

Proposed Ordinance No. 34-'25 passed on 9 yeas.

Proposed Ordinance No. 34-'25 now becomes **ORDINANCE NO. 2017-2025**

Proposed Ordinance No. 35-'25 an Ordinance Amending Ordinance No. 1990-2025, passed April 15, 2025; an Ordinance Establishing a Budget for the City of Fairview Heights, Illinois for the Fiscal Year 2025-2026. Motion was made by Alderman Poletti. Seconded by Alderman Winkeler. Proposed Ordinance No. 35-'25 was read for the first time.

Motion made by Alderman Menn to advance Proposed Ordinance No. 35-'25 to the second reading. Seconded by Alderman Wagner.

Roll Call to advance Proposed Ordinance No. 35-'25 to the second reading showed Aldermen Frawley, Winkeler, Brumfield, Harris, Wagner, Peck, LeFlore, Poletti and Menn voting "Yea". Alderman King was absent from the vote. Motion passes with 9 yeas and one absent.

Roll call on Proposed Ordinance No. 35-'25 showed Aldermen Frawley, Winkeler, Brumfield, Harris, Wagner, Peck, LeFlore, Poletti and Menn voting "Yea". Alderman King was absent from the vote. Motion passes with 9 yeas and one absent.

Proposed Ordinance No. 35-'25 passed on 9 yeas.

Proposed Ordinance No. 35-'25 now becomes **ORDINANCE NO. 2018-2025**

Proposed Resolution No. 77-'25 a Resolution authorizing the Mayor on behalf of the City to enter into an agreement for Professional Engineering Services to prepare a Surface Transportation Block Grant Program application for improvements to Lincoln Highway from Joseph Drive to Bell Rose Drive. Motion made by Alderman LeFlore. Seconded Alderman Harris.

Roll call on Proposed Resolution No. 77-'25 showed Aldermen Frawley, Winkeler, Brumfield, Harris, Wagner, Peck, LeFlore, Poletti and Menn voting "Yea". Alderman King was absent from the vote. Motion passes with 9 yeas and one absent.

Proposed Resolution No. 77-'25 passed on 9 yeas

Proposed Resolution No. 77-'25 now becomes **RESOLUTION NO. 4680-2025**

Proposed Resolution No. 78-'25 a Resolution authorizing the Mayor to enter into an agreement on behalf of the City with Millennia Professional Services of Illinois, LTD. to provide Professional Engineering and Surveying Services for Storm Sewer Replacement at 7445 Timberwolf Trail. Motion was made by Alderman Peck. Seconded by Alderman Poletti.

Roll call on Proposed Resolution No. 78-'25 showed Aldermen Frawley, Winkeler, Brumfield, Harris, Wagner, Peck, LeFlore, Poletti and Menn voting "Yea". Alderman King was absent from the vote. Motion passes with 9 yeas and one absent.

Proposed Resolution No. 78-'25 passed on 9 yeas

Proposed Resolution No. 78-'25 now becomes **RESOLUTION NO. 4681-2025**

MOTION

Motion made by Alderman Pat Peck to accept the Fiscal Year 2024-2025 Audits and additional reports prepared and presented by Scheffel Boyle. Seconded by Alderman LeFlore.

Roll call on the motion to accept the Fiscal Year 2024-2025 Audits and additional reports prepared and presented by Scheffel Boyle showed Aldermen Frawley, Winkeler, Brumfield, Harris, Wagner, Peck, LeFlore, Poletti and Menn voting "Yea". Alderman King was absent from the vote. Motion passes with 9 yeas and one absent.

Motion made by Alderman Peck moved to adjourn. Seconded by Alderman Poletti. Motion carried.

Meeting adjourned at 7:21 P.M.

Respectfully submitted,

VERONICA GABRIEL
DEPUTY CITY CLERK

**CITY OF FAIRVIEW HEIGHTS
CITY COUNCIL MINUTES
January 06, 2025**

The regular meeting of the Fairview Heights City Council was called to order at 7:00 p.m. by Mayor Mark T. Kupsky in the City Council Chambers, 10025 Bunkum Road, Fairview Heights, IL and also conducted virtually for guest attendees and City Council members per Resolution 4391-2021 with the Pledge of Allegiance and Invocation by Deputy Clerk Veronica Gabriel.

ROLL CALL

Roll call of Aldermen present: Derrick King, James Winkeler, Barbara Brumfield, Jeff Harris, Josh Frawley, and Frank Menn. Alderman Brenda Wagner, Anthony LeFlore, and Bill Poletti were absent, excused and attended virtually. Alderman Pat Peck was absent – excused. City Clerk Karen Kaufhold was absent – excused - attended virtually. Deputy Clerk Veronica Gabriel and Attorney Andrew Hoerner were present.

PUBLIC PARTICIPATION

Micheal Armour – Discussed his concerns on the Aberdeen Villas Development with potential water run off problems and cleanup of the construction.

Sue Juen – Discussed her concerns with Aberdeen Villas Development having sub leases and or sub rentals.

Sue Pflug – Addressed her concerns with Aberdeen Villas Development. Overview of main points are Drainage issues, Safety Concerns, Crime, Developer, and Economic Impact and Reputation. Sue Pflug presented a detailed letter outlining her concerns which was forwarded to the Mayor.

Bob Breig – Attended virtually – had spoken with the Mayor briefly before the meeting and asked if there was a revised Storm Water report for the Retention Basin at Geneva Village. Mayor responded with the requirements and process for approval of Storm Water Plan.

CONSENT AGENDA

Alderman Frank Menn moved to approve the December 16, 2025 City Council Meeting Minutes Seconded by Alderman Frawley.

Roll call on the December 16, 2025 City Council Meeting Minutes showed Aldermen King, Winkeler, Brumfield, Harris, Wagner, LeFlore, Poletti, Frawley, and Menn voting “Yea”. Alderman Peck was absent from the vote. Motion passes with 9 yeas and one absent.

COMMITTEE REPORTS

The Mayor announced that the Administration and Operations Committee will be held on January 14, 2026 at 7:00 P.M. The next following meeting will be the Community Committee meeting being held on January 21, 2026 at 7:00 P.M.

COMMUNICATIONS FROM THE MAYOR

Mayor Mark began the meeting by greeting everyone a Happy New Year! Mayor reminded everyone to keep our some of our Council Members in your thoughts and prayers. Our City Clerk Karen Kaufhold is under the weather, Alderman Brenda Wagner's husband has been ill, Alderman Barbara Brumfield's husband had shoulder surgery, and Alderman Pat Peck is ill and recovering. Just a reminder, with the Flu and Covid on the rise, if you're feeling under the weather, please take precautions to help keep the spread to a minimum. Mayor announced it was a very busy shopping season, which contributes greatly to the City's Sales Tax Revenue. Mayor Mark informed us there will be a Ribbon Cutting for Club Carwash on January 15, 2026.

COMMUNICATIONS FROM ELECTED OFFICIALS

None

UNFINISHED BUSINESS

Proposed Ordinance No. 32-'25 an Ordinance amending Ordinance No. 190, "The Revised Code", Chapter 24, Motor Vehicle Code, Schedule "C", No Parking Zones, by adding 3rd Avenue. Motion was made by Alderman Poletti. Seconded by Alderman Frawley. Proposed Ordinance No. 32-'25 was read for the second time.

Roll call on Proposed Ordinance No. 32-'25 showed King, Winkeler, Brumfield, Harris, Wagner, LeFlore, Poletti, Frawley, and Menn voting "Yea". Alderman Peck was absent from the vote. Motion passes with 9 yeas and one absent.

Proposed Ordinance No. 32-'25 passed on 9 yeas.

Proposed Ordinance No. 32-'25 now becomes **ORDINANCE NO. 2019-2026**

NEW BUSINESS

Proposed Resolution No. 01-'26 a Resolution authorizing the Mayor to enter into an agreement with the Fource Group for Website Hosting, Redesign, and Development Services. Motion was made by Alderman Brumfield. Seconded by Alderman Menn.

Roll call on Proposed Resolution No. 01-'26 showed Aldermen King, Winkeler, Brumfield, Harris, Wagner, LeFlore, Poletti, Frawley, and Menn voting "Yea". Alderman Peck was absent from the vote. Motion passes with 9 yeas and one absent.

Proposed Resolution No. 01-'26 passed on 9 yeas and one absent.

Proposed Resolution No. 01-'26 now becomes **RESOLUTION NO. 4682-2026**

Proposed Resolution No. 02-'26 a Resolution of the City of Fairview Heights in support of the Illinois America250 Commemoration. Motion was made by Alderman Brumfield. Seconded by Alderman Frawley.

Roll call on Proposed Resolution No. 02-'26 showed Aldermen King, Winkeler, Brumfield, Harris, Wagner, LeFlore, Poletti, Frawley, and Menn voting "Yea". Alderman Peck was absent from the vote. Motion passes with 9 yeas and one absent.

Proposed Resolution No. 02-'26 passed on 9 yeas and one absent.

Proposed Resolution No. 02-'26 now becomes **RESOLUTION NO. 4683-2026**

Mayor briefly discussed how the City of Fairview Heights will be participating in the America250 Commemoration.

Mayor took this time to address some of the concerns for Proposed Resolution No. 03-'26 addressing the process of a Water Retention Plan. A Developer will have to submit a complete Water Retention Plan that will have to be reviewed by Engineers and no building permits will be issued until it meets all the requirements of the City Code. The Mayor said that is it expected that the contractor will monitor cleanup. If you have issues, you can reach out to Land Use Department, Land Use Director, Dallas Alley, and or the Mayor's Office.

Land Use Director, Dallas Alley added a few words that address some of the concerns as well.

Motion made by Alderman Frawley to correct a typo error and change Proposed Ordinance No.03-'26 to Proposed Resolution No. 03-'26. Seconded by Aldermen Menn.

Roll call on motion to correct a typo error and change Proposed Ordinance No.03-'26 to Proposed Resolution No. 03-'26 showed Aldermen King, Winkeler, Brumfield, LeFlore, Menn and Frawley voting "Yea". Aldermen Wagner and Peck was absent from the vote. Alderman Poletti abstained from the vote. Motion passes with 7 yeas, 2 absent, and 1 abstain.

Proposed Resolution No. 03-'26 a Resolution Adopting Finding of Fact relating to approval of a Preliminary Plat for Aberdeen Villas at Old Collinsville Road. Motion was made by Alderman Brumfield. Seconded by Alderman King.

Roll call on Proposed Resolution No. 03-'26 showed Aldermen King, Winkeler, Brumfield, Harris, Wagner, LeFlore, Poletti, Frawley, and Menn voting "Yea". Alderman Peck was absent from the vote. Alderman Poletti abstained from the vote. Motion passes with 8 yeas, one absent and one abstain. Proposed Resolution No. 03-'26 passed on 8 yeas, one absent and one abstain.

Proposed Resolution No. 03-'26 now becomes **RESOLUTION NO. 4684-2026**

Motion made by Alderman Brumfield moved to adjourn. Seconded by Alderman Harris. Motion carried.

Meeting adjourned at 7:36 P.M.

Respectfully submitted,

VERONICA GABRIEL
DEPUTY CITY CLERK

Memo

To: Mayor & City Council
From: Gina Rader - Director of Finance
CC: City Clerk & Directors
Date: January 15, 2026
Re: Finance Report – January 20, 2026 City Council Meeting

Bill List

The Bill List for December 2025 was presented to the Finance Committee and recommended to be forwarded to the January 20, 2026 City Council Meeting. The amount is \$ 2,571,744.93.

Sales Tax Report

Attached is the January Sales Tax Report. Although the City experienced a 5.9% decrease (\$44,837.35) in sales tax revenue this month, we remain \$293,498.28 ahead compared to the same period last year. This marks the first decline of the fiscal year.

Changes in the Finance Department

Amy Ligibel joined the Finance Department on January 5. She brings over 20 years of experience in accounting. She has spent the past 5 years working as the general manager at Wicks Aircraft Supply. We are happy to have her on our team.

Amanda Schwartz transferred from the Land Use Department to Finance. She took Kelly Youngman's position. She is a great asset to our team and brings years of experience in accounting. She will be sitting next to Jana Calvin in the main area.

Finance is finally fully staffed!

CITY OF FAIRVIEW HEIGHTS, IL
SALES TAX REPORT
State 1% Municipal Tax Portion

DISTRIBUTION MONTH	MAY 2018 - APRIL 2019	MAY 2019 - APRIL 2020	MAY 2020 - APRIL 2021	MAY 2021 - APRIL 2022	MAY 2022 - APRIL 2023	MAY 2023 - APRIL 2024	MAY 2024 - APRIL 2025	MAY 2025 - APRIL 2026	% CHANGE	CHANGE IN DOLLARS
MAY	\$ 553,114.13	\$ 490,116.91	\$ 518,363.86	\$ 485,349.04	\$ 566,819.87	\$ 611,908.51	\$ 629,180.65	\$ 622,533.94	-1.1%	\$ (6,646.71)
JUN	676,704.83	654,604.36	473,959.16	779,052.70	762,542.61	743,018.96	741,809.41	783,008.20	5.6%	\$ 41,198.79
JUL	555,320.85	572,195.98	292,786.39	671,227.76	729,663.46	646,895.58	645,682.49	701,715.12	8.7%	\$ 56,032.63
AUG	607,357.54	585,032.16	352,983.85	705,072.08	696,071.59	671,800.32	672,068.48	708,685.86	5.5%	\$ 36,617.38
SEP	623,578.60	610,349.55	573,698.65	769,875.25	723,295.00	714,236.85	686,146.56	755,562.63	10.1%	\$ 69,416.07
OCT	540,557.44	562,791.28	553,942.65	644,304.43	655,076.98	633,142.68	662,673.06	714,150.91	7.8%	\$ 51,477.85
NOV	570,594.16	561,747.98	539,090.76	669,316.96	657,316.09	666,756.88	681,623.37	710,507.47	4.2%	\$ 28,884.10
DEC	577,677.65	585,185.60	588,959.31	639,166.02	711,995.75	687,640.20	661,750.89	723,106.41	9.3%	\$ 61,355.52
JAN	560,273.13	581,553.25	552,631.29	666,763.34	688,819.03	667,526.21	761,850.84	717,013.49	-5.9%	\$ (44,837.35)
FEB	668,036.72	644,092.22	555,336.35	707,919.44	717,165.05	722,678.85	779,355.75			
MAR	870,591.30	865,433.15	800,244.14	1,021,806.92	938,892.59	965,462.25	954,362.92			
APR	457,194.13	482,774.60	499,297.62	567,463.90	591,594.14	597,229.68	581,935.70			
YTD TOTAL	\$ 7,261,000.48	\$ 7,195,877.04	\$ 6,301,294.03	\$ 8,327,317.84	\$ 8,439,252.16	\$ 8,328,296.97	\$ 8,458,440.12	\$ 2,815,943.12		\$ 293,498.28
YTD CHANGE	-1.8%	-0.9%	-13.6%	33.7%	1.1%	-1.5%	1.9%			
MONTHLY AVG	\$ 605,083.37	\$ 599,656.42	\$ 525,107.84	\$ 693,943.15	\$ 703,271.01	\$ 694,024.75	\$ 704,870.01			

PROPOSED RESOLUTION NO. 04-'26

A RESOLUTION AMENDING RESOLUTION NO. 4676-2025 AUTHORIZING THE MAYOR ON BEHALF OF THE CITY OF FAIRVIEW HEIGHTS TO ENTER INTO A REVISED AGREEMENT WITH THE COUNTY OF ST. CLAIR, VILLAGE OF SWANSEA, CITY OF FAIRVIEW HEIGHTS AND THE JMT ENTERPRISE GROUP, LLC FOR THE CONSTRUCTION OF A SIGNALIZED INTERSECTION AT FRANK SCOTT PARKWAY, DEPAUL DRIVE AND JENNINGS STATION DRIVE.

WHEREAS, the City of Fairview Heights desires to participate in the construction of a signalized intersection at Frank Scott Parkway, DePaul Drive and Jennings Station Drive to facilitate the free flow of traffic and ensure safety to the motoring public, and

WHEREAS, paragraph 3.03. Village and City Maintenance of the agreement has been revised to read: *“The VILLAGE and CITY agree to be responsible 50/50 to pay all energy charges and all maintenance of the traffic signals located at the intersection of Jennings Station Drive and Frank Scott Parkway and striping on Frank Scott Parkway associated with this project. The COUNTY will maintain ownership and operation of said signals.”*

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS:

That the City of Fairview Heights does hereby authorize the Mayor to enter into an Agreement with the County of St. Clair, Village of Swansea, City of Fairview Heights and the JMT Enterprise Group, LLC per the Agreement (Highway Construction & Maintenance) attached hereto, and made a part hereof, and marked “Exhibit A.”

This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED:

APPROVED:

ATTEST:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

KAREN J. KAUFHOLD - CITY CLERK

AGREEMENT
(Highway Construction & Maintenance)

THIS “**AGREEMENT**” is entered into to be effective as of the ____ day of _____, 20____, by and among the **COUNTY OF ST. CLAIR**, hereafter “**County**” or “**St. Clair County**”, the **VILLAGE OF SWANSEA** hereafter “**Village**”, the **CITY OF FAIRVIEW HEIGHTS**, hereafter “**City**”, and **JMT ENTERPRISE GROUP, LLC**, an Illinois Limited Liability Corporation, hereafter “**Developer**” (each a “**Party**” and collectively referred to herein as the “**Parties**”).

WITNESSETH

Whereas, JMT Enterprise Group, LLC, the developer, is the record owner of certain undeveloped land located in Swansea, Illinois, St. Clair County, Illinois (the “**Property**”), which is legally described in Exhibit “A”, attached to this Agreement and incorporated herein by reference;

WHEREAS, Developer intends to develop and operate the Property as Jennings Station Development, as generally depicted on the site plan (the “**site plan**”), attached to this Agreement as Exhibit “B”, and incorporated herein by reference (the “**Development**”); and

WHEREAS, the Parties, in order to facilitate the free flow of traffic, ensure safety to the motoring public and to foster economic development of the area, seek to complete the improvement work described in this Agreement in connection with Developer’s or its affiliate’s development of the Property. Said work to be identified as Section 24-00301-28-TL.

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

1. **Description of the Improvements.** The “**Improvements**” shall generally consist of asphalt pavement, earthwork, combination curb and gutter, storm sewer, traffic signals, pavement markings, signage, and other ancillary work necessary for the construction of a signalized intersection at Frank Scott Parkway and Jennings Station Drive pursuant to the construction and roadway plans prepared by Thouvenot, Wade & Moerchen, Inc., dated the 16 day of September, 2025, attached hereto as Exhibit “C” and incorporated herein by reference (the “**Construction Plans**”).
2. **Construction/Installation of the Improvements.**
 - 2.01. **Developer’s Work.** Any and all work that is to be performed on St. Clair County right-of-way, which is to be maintained by St. Clair County in the future, shall be done in accordance with the Illinois Department of Transportation (“**IDOT**”) Standard Specifications for Road and Bridge Construction in effect at the time of the letting for the Improvements and/or as shown on the Construction Plans and/or as directed by the County Engineer. This work must be performed by a contractor who is prequalified with the Illinois Department of Transportation in those categories relevant to the work being done.

- 2.02. Review of Construction Plans. The Developer agrees to prepare, or cause to be prepared, the plans and specifications for the Improvements. The County shall cooperate in good faith to provide its approval for roadway access in a reasonably prompt manner, for the Improvements. The Developer agrees not to award the contract for the Improvements until said approval is granted. Developer shall obtain any permits, licenses and approvals required for performance of the Improvements work (collectively, the “**Approvals**”). The County, shall cooperate with Developer in its efforts to obtain the Approvals to the extent such Party’s involvement is required in connection with issuing the Approvals.
- 2.03. Material Testing. Any material that is incorporated into areas that are to be maintained by St. Clair County must be tested in accordance with procedures set forth by IDOT by a consultant prequalified with IDOT under Special Services-Construction Inspection. The results of said testing shall be made available to the County upon request. The cost of said testing shall be borne solely by the Developer. Only those materials meeting the standards of IDOT are to be incorporated into the Improvements.
- 2.04. Temporary Construction Easements. The County agrees to grant and convey, and does hereby grant and convey, to Developer, Developer’s affiliates, and their employees, agents, contractors, and representatives, a temporary, non-exclusive easement(s) over, upon, across and under those portions of the public rights-of-way and other real property owned or controlled by such Party which are necessary for the construction and completion of the Development for purposes of: (a) ingress and egress to and from the Property and the location where the Development work is ongoing; (b) the installation and construction of any portion of the materials, equipment, or other improvements constituting a part of the Development, as applicable and otherwise facilitating the construction of the Improvements and the completion of the Development, as contemplated herein. Upon request, any such temporary easements between Developer and/or its affiliates and another Party shall be evidenced pursuant to a written temporary construction easement executed by Developer and/or its affiliates and such Party and in a form reasonably agreeable to the Parties, which may be recorded in the St. Clair County Records upon request of either Party.
- 2.05. Construction Inspector. Developer shall provide a professional engineer registered in the State of Illinois or a consultant prequalified with IDOT under Special Services – Construction Inspection, to oversee any work being done on St. Clair County right-of-way which will be the maintenance responsibility of the County when completed. The inspections must be in accordance with IDOT’s “*Criteria for Outsource Inspector*”. Developer must provide the name of the individual or firm performing the work, along with documentation of his/her/their past experience, for County approval.
3. Maintenance of the Project.
- 3.01. County’s Maintenance. The County shall maintain permanently all improvements lying within the right-of-way of **Frank Scott Parkway** with the exceptions set forth

below. The degree of maintenance required will be at the sole direction of the County Engineer.

- 3.02. Developer Maintenance. The Developer or its affiliates shall maintain, or cause to be maintained, all proposed or future sidewalks that are located on the Property in addition to the commercial entrance, extending up to the edge-of-pavement of **Frank Scott Parkway**. This maintenance shall include, but not be limited to: (i) ensuring that any sidewalk constructed on the Property that are contiguous to, or will be contiguous with, sidewalks on St. Clair County right-of-way are ADA compliant; ii) maintaining the surface of the sidewalks in a level, smooth and evenly covered condition with the type of surface material originally installed or of similar quality, use and durability; (ii) removing all debris, snow, ice, filth and refuse and thoroughly sweeping the sidewalks to the extent reasonably necessary to keep the same clear and accessible; and (iii) otherwise keeping the sidewalks in a good, safe and clean condition that permits pedestrian traffic. Include: Curb and/or curb and gutter along commercial entrance up to point where it ties into the combination curb and gutter along Frank Scott Parkway. Pavement striping on the commercial entrance.
- 3.03. Village and City Maintenance. The VILLAGE and CITY agree to be responsible 50/50 to pay all energy charges and all maintenance of the traffic signals located at the intersection of Jennings Station Drive and Frank Scott Parkway and striping on Frank Scott Parkway associated with this project. The COUNTY will maintain ownership and operation of said signals.
- 3.04. Dedication: No Obligation of Developer. Notwithstanding anything in this Agreement to the contrary, maintenance, repair, and replacement of any and all improvements constructed or installed as part of the Improvements which are not located on the Property shall be the obligation of (a) the Party owning the property on which such improvements are located, or (b) the County, as part of the public roadway system.
4. Insurance. The Developer agrees to cause its contractor to provide both property damage and liability insurance for the project. In order to protect the interest of St. Clair County and the Public Building Commission of St. Clair County, the Developer agrees that such policies of insurance shall name each of St. Clair County and the Public Building Commission of St. Clair County, IL, as additional insured with all costs to be paid by the Developer. The Developer agrees to indemnify, and hold harmless the County for any acts or omissions made by their officers, agents, and/or employees in the construction of the Improvements. The Developer shall cause its contractor to comply with the St. Clair County Standard Insurance Certificate Requirements as described on Exhibit "D", attached hereto and incorporated herein by reference.
5. Irrevocable Letter of Credit. The Developer must provide a surety, in the form of an irrevocable line of credit payable to St. Clair County, equal to 115% of the value of the proposed work that is to be done on St. Clair County right-of-way which will become the maintenance responsibility of St. Clair County upon completion and approval of the

Improvements. The amount shall be based on the Estimate of Cost as shown on Exhibit "E". This surety is a prerequisite to receiving a Notice to Proceed Authorization from St. Clair County.

6. **Notices.** All notices, demands or communications required to be given under this Agreement shall be in writing to a Party at its address listed below:

If to County:	St. Clair County Highway Department Attention: Mr. Norman Etling, PE Title: County Engineer Address: 1415 North Belt West Belleville, Illinois 62226 Tel.: (618) 233-1392
If to Village:	Village of Swansea, Illinois Attention: Ben Schloesser Title: Village Administrator Address: 1444 Boul Avenue Swansea, Illinois 62226 Tel.: (618) 234-0044
If to City:	City of Fairview Heights, Illinois Attention: John Harty Title: Director Public Works Department Address: 10025 Bunkum Road Fairview Heights, Illinois 62208 Tel.: (618) 489-2000
If to Developer:	JMT Enterprise Group, LLC Attention: Matt Patterson Title: Manager Address: 4001 State Route 159 Suite 107 Smithton, Illinois 62285-2508 Tel.: (618) 234-7710

7. **Default and Remedies.** Except as otherwise provided in this Agreement, if a Party breaches any provision of this Agreement and fails to remedy such breach within twenty (20) days of notice thereof (unless such cure is not reasonably possible within such 20-day period and the breaching Party has commenced and is pursuing with reasonable diligence such cure), a non-breaching Party may institute legal action against the defaulting Party for specific performance, injunctive or declaratory relief, damages, and/or any other remedy provided by law or in equity. All remedies hereunder shall be deemed cumulative and not exclusive.
8. **Assignment.** No Party may assign this Agreement without obtaining express, written consent from the other Parties prior to assignment; provided, however that Developer may assign this Agreement without the consent of any other Party in connection with the sale of

all or a portion of the Property to a successor developer. This Agreement embodies the entire understanding of the Parties with respect to the subject matter hereof and shall be binding upon and inure to the Parties, their respective successors and assigns.

9. **Governing Law/Venue.** Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Agreement whether between Parties, or any of the Parties' employees, agents or affiliated businesses, will be resolved under the laws of the State of Illinois, in any court of competent jurisdiction in St. Clair County, IL.
10. **Interpretation of Agreement.** The terms hereof shall not be construed in favor of or against any Party, but shall be construed as if jointly prepared by the Parties, it being understood and agreed that each Party hereto had sufficient opportunity to participate in the drafting of this Agreement and to seek legal advice in relation hereto.
11. **Complete Agreement.** This writing constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof. It supersedes all prior oral and written understandings, agreements, representations, and negotiations.
12. **Non-Waiver.** No waiver by either Party of any default in performance on the part of the other Party, or of any breach or series of breaches, or any of any term, covenant, or condition of this Agreement will constitute a waiver of any subsequent breach or waiver of any term, covenant or condition of this Agreement.
13. **Severability.** If any provision of this Agreement shall be held to be void or unenforceable for any reason, said provision shall be deemed modified so as to constitute a provision conforming as nearly as possible to said void or unenforceable provision while still remaining valid and enforceable, and the remaining terms or provisions hereof shall not be affected thereby.
14. **Modification of Agreement.** No modification of this Agreement shall be effective unless in writing and signed by the Parties hereto. Nothing contained in this Agreement shall constitute or be construed to be a partnership or joint venture between the Parties or their respective successors and assigns.
15. **Execution.** This Agreement may be executed by facsimile, electronic or original signature of the Parties and in counterparts which, assuming no modification or alteration, shall constitute an original and when taken together, shall constitute one and the same instrument.
16. **Survivability.** The terms and provisions of Sections 9-15 shall survive the expiration, termination or completion of this Agreement.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the day and year first above written.

Date: _____

ST. CLAIR COUNTY

By: _____

Name: Mark Kern

Title: St. Clair County Board Chairman

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the day and year first above written.

Date: _____

Village of Swansea, Illinois

By: _____

Name: _____

Title: Mayor, Village of Swansea

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the day and year first above written.

Date: _____

City of Fairview Heights, Illinois

By: _____

Name: _____

Title: Mayor, City of Fairview Heights

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the day and year first above written.

Date: _____

By: JMT Enterprise Group, LLC

Name: _____

Title: Manager, JMT Enterprise Group, LLC

PROPOSED RESOLUTION NO. 05-'26**A RESOLUTION AUTHORIZING THE MAYOR ON BEHALF OF THE CITY OF FAIRVIEW HEIGHTS TO ENTER INTO A LETTER OF UNDERSTANDING WITH THE STATE OF ILLINOIS THROUGH ITS DEPARTMENT OF TRANSPORTATION TO COMPLETE IMPROVEMENTS ON ILLINOIS ROUTE 159.**

WHEREAS, the State of Illinois through its Department of Transportation is desirous of improving 0.79 mile of Illinois Route 159 by milling and resurfacing from 0.1 mile north of Fountains Parkway to north of Lincoln Trail, and

WHEREAS, the City of Fairview Heights allows the State's representatives and contractors to enter upon the City's rights-of-way/easements to perform construction and maintenance without compensation other than the completion of the proposed improvements, and

WHEREAS, the City of Fairview Heights shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the State.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS:

That the City of Fairview Heights does hereby authorize the Mayor to enter into a Letter of Understanding between the State of Illinois through its Department of Transportation to complete improvements on Illinois Route 159 per the Letter of Understanding attached hereto, and made a part hereof, and marked "Exhibit A."

This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED:

APPROVED:

ATTEST:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

KAREN J. KAUFHOLD - CITY CLERK



Illinois Department of Transportation

Office of Highways Project Implementation / Region 5 / District 8
1102 Eastport Plaza Drive / Collinsville, Illinois 62234-6198

December 4, 2025

LETTER OF UNDERSTANDING

LU-826-007

FAP 600 (IL 159)

Section (130-1, 130-2)RS-4

St. Clair County

Contract 76U95

Honorable Mark T. Kupsky
Mayor
City of Fairview Heights
10025 Bunkum Road
Fairview Heights, IL 62208

Dear Mayor Kupsky:

The State of Illinois, acting by and through its Department of Transportation, hereinafter known as the "STATE", in cooperation with the City of Fairview Heights, hereinafter known as the "CITY", in order to facilitate the free flow of traffic and to increase safety to the motoring public, is desirous of improving 0.79 mile of IL 159, FAP Route 600 Section (130-1, 130-2)RS-4, by milling and resurfacing from 0.1 mile north of Fountains Parkway to north of Lincoln Trail and performing all other work necessary to complete the improvement in accordance with the approved plans and specifications to be known as State Section (130-1, 130-2)RS-4.

This project is anticipated to be on the January 16, 2026 letting.

In order to advance the improvement, which is desired and which will be of benefit to the residents of the State of Illinois, it is necessary that CITY and the STATE agree as to the responsibilities of each party. This letter and the acceptance thereof by CITY shall constitute such agreement. These responsibilities are as follows:

1. The STATE agrees to make the surveys, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the plans, specifications and contract, and pay all the costs incidental thereof. The estimated cost for this improvement is \$4,100,000.
2. CITY agrees to allow the STATE, its Representatives and Contractors, to enter upon the CITY right-of-way or easements to perform construction and maintenance without compensation other than the completion of the proposed improvements.
3. The CITY shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.

LETTER OF UNDERSTANDING
LU-826-007
City of Fairview Heights
December 4, 2025
Page 3

It is mutually agreed that this Letter of Understanding shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

The CITY agrees that by signing this Letter of Understanding the CITY is approving that portion of the plans and specifications relative to the CITY's financial and maintenance obligations described herein.

If the conditions contained herein are acceptable to CITY, it is requested that the Mayor sign this Letter of Understanding on behalf of CITY and return one copy to this office.

Sincerely,



Lora S. Rensing, P.E.
Director of Highways Project Implementation
Chief Engineer

Attachments

ACCEPTED BY THE CITY OF FAIRVIEW HEIGHTS

BY: _____
Mark T. Kupsky
Mayor

DATE: _____

STATE OF ILLINOIS)
) SS
COUNTY OF ST. CLAIR)

I, Karen J. Kaufhold, City Clerk, in and for the City of Fairview Heights, of the State of Illinois hereby certify that Mark T. Kupsy, the Mayor of the City of Fairview Heights, was duly authorized to execute the foregoing Letter of Understanding on behalf of the City of Fairview Heights pursuant to a resolution adopted by the City Council at a meeting on _____ A.D., 20_____.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____ A.D., 20_____.

City Clerk

S E A L

PROPOSED RESOLUTION NO. 06-'26

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A
JOINT FUNDING AGREEMENT FOR FEDERALLY
FUNDED CONSTRUCTION ASSOCIATED WITH
IMPROVEMENTS TO OLD COLLINSVILLE ROAD FROM
LINCOLN HIGHWAY (US 50) TO ASHLAND AVENUE.**

A Resolution for:

Section No.: 24-00035-01-RS

Job No.: C-98-052-25

Project No.: 4MG2(557)

WHEREAS, the City of Fairview Heights is proposing to patch, resurface, install ADA compliant curb ramps, install curb and gutter, install driveway pavement and all other work required to upgrade Old Collinsville Road from Lincoln Highway (US 50) to Ashland Avenue.

WHEREAS, the above stated improvement will necessitate the use of funding provided through the Illinois Department of Transportation (IDOT); and the City of Fairview Heights; and

WHEREAS, the use of these funds requires a joint funding agreement (AGREEMENT) with IDOT; and

WHEREAS, the improvement requires matching funds; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS:

Section 1: The City of Fairview Heights hereby appropriates \$586,240.00, FIVE HUNDRED EIGHTY-SIX THOUSAND TWO HUNDRED FORTY DOLLARS AND NO CENTS or as much as may be needed to match the required funding to complete the

proposed improvement from Motor Fuel Tax funds and furthermore agrees to pass a supplemental resolution if necessary to appropriate additional funds for completion of the project.

Section 2: The Mayor of the City of Fairview Heights is hereby authorized to execute an AGREEMENT with IDOT for the above-mentioned project.

Section 3: This Resolution will become Attachment 3 of the AGREEMENT.

Section 4: The City Clerk of the City of Fairview Heights is directed to transmit three (3) copies of the AGREEMENT and Resolution to IDOT District 8 Bureau of Local Roads and Streets.

This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

I, Karen J. Kaufhold, City Clerk in and for the City of Fairview Heights, County of St. Clair, Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the forgoing to be a true, perfect and complete copy of the Resolution approved by the City Council of the City of Fairview Heights at its meeting on the Twentieth day of January, 2026.

IN TESTIMONY WHEREOF; I have unto set my hand and seal, at my office, this _____
day of _____, 2026.

KAREN J. KAUFHOLD – CITY CLERK



LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	
City of Fairview Heights	St. Clair	24-00035-01-RS	
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU	N/A	EWGCG	7371H-28

Construction

State Job Number	Project Number
C-98-052-25	4MG2(557)

☐ Local Let/Day Labor ☒ Construction on State Letting ☐ Construction Engineering ☐ Utilities ☐ Railroad Work

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	From	To
Old Collinsville RD	FAU 9168	0.50 MI		01.49	01.99

Location Termini

US 50 to Ashland AVE

Current Jurisdiction	Existing Structure Number(s)	
City of Fairview Heights	N/A	<button>Remove</button>

PROJECT DESCRIPTION

Standard overlay of roadway and all necessary work to complete the project.

Local Public Agency	Section Number	State Job Number	Project Number
City of Fairview Heights	24-00035-01-RS	C9805225	4MG2(557)

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as the "STATE". The STATE and LPA jointly proposes to improve the designated location as described in the Location and Project Description sections of this agreement. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereby referred to as "FHWA".

I. GENERAL

- 1.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The STATE 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 LPA by the STATE or the federal funding source, (ii) the Governor or STATE reserves funds, or (iii) the Governor or STATE determines that funds will not or may not be available for payment. The STATE shall provide notice, in writing, to LPA 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.
- 1.2 Domestic Steel Requirement. 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 Build America-Buy America provisions.
- 1.3 Federal Authorization. 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.
- 1.4 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.
- 1.5 Termination. 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 STATE, the STATE must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If the STATE determines in the case of a partial termination that the reduced or modified portion of the funding award will not accomplish the purposes for which the funding award was made, the STATE may terminate the Agreement in its entirety.

This Agreement may be terminated, in whole or in part, by the STATE without advance notice:

- a. Pursuant to a funding failure as provided under Article 1.1.
- b. If LPA fails to comply with the terms and conditions of this funding award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any award.

II. REQUIRED CERTIFICATIONS

By execution of this Agreement and the LPA'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 and any and all license requirements or professional certification provisions.

- 2.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). The LPA 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.
- 2.2 Compliance with Registration Requirements. LPA certifies that it: (i) is registered with the federal SAM system; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable. It is LPA's responsibility to remain current with these registrations and requirements.
- 2.3 Bribery. The LPA certifies to the best of it's knowledge that it's officials have 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).
- 2.4 Bid Rigging. LPA certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- 2.5 Debt to State. LPA certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because the LPA, or its affiliate(s), is/are delinquent in the payment of any debt to the STATE, unless the LPA, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and STATE acknowledges the LPA may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- 2.6 Debarment. The LPA certifies to the best of its knowledge and belief that it's officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or

Local Public Agency	Section Number	State Job Number	Project Number
City of Fairview Heights	24-00035-01-RS	C9805225	4MG2(557)

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;

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

d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.

- 2.7 Construction of Fixed Works. The LPA 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, the LPA 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.
- 2.8 Criminal Convictions. The LPA certifies that neither it nor any managerial agent of LPA 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. The LPA further certifies that it is not barred from receiving an funding award under 30 ILCS 500/50-10.5 and acknowledges that STATE shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- 2.9 Improper Influence. The LPA certifies that no funds have been paid or will be paid by or on behalf of the LPA 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, the LPA certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
- 2.10 Telecom Prohibition. The LPA certifies that it will comply with Section 889 of the FY 2019 National Defense Authorization Act (NDAA) that prohibits the use of telecommunications or video surveillance equipment or services produced or provided by the following companies: Dahua Technology Company, Hangzhou Hikvision Digital Technology Company, Huawei Technologies Company, Hytera Communications Corporation, and ZTE Corporation. Covered equipment and services cannot be used as substantial or essential component or any system, or as critical technology as part of any system.
- 2.11 Personal Conflict of Interest - (50 ILCS 105/3, 65 ILCS 5/3.1-55-10, 65 ILCS 5/4-8-6) The LPA certifies that it 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 LPA 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:
- the employee, officer, board member, or agent;
 - any member of his or her immediate family;
 - his or her partner; or
 - an organization which employs, or is about to employ, any of the 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 LPA'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 STATE 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 LPA relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the LPA from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

- 2.12 Organizational Conflict of Interest - The LPA certifies that it 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 LPA or impair the objectivity in performing the contract work.
- 2.13 Accounting System. The LPA certifies that it has 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

Local Public Agency	Section Number	State Job Number	Project Number
City of Fairview Heights	24-00035-01-RS	C9805225	4MG2(557)

pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. To comply with 2 CFR 200.305(b)(7)(i), the LPA shall use reasonable efforts to ensure that funding streams are delineated within LPA's accounting system. See 2 CFR 200.302.

III. AUDIT AND RECORD RETENTION

- 3.1 Single Audits: The LPA 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.

If, during its fiscal year, LPA expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), LPA 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. A copy of the audit report must be submitted to the STATE (IDOT's Financial Review & Investigations Section, Room 126, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year.

Assistance Listing number (formally known as the Catalog of Federal Domestic Assistance (CFDA) number) for all highway planning and construction activities is **20.205**.

Federal funds utilized for construction activities on projects let and awarded by the STATE (federal amounts shown as "Participating Construction" on Schedule 2) are not included in a LPA's calculation of federal funds expended by the LPA for Single Audit purposes.

- 3.2 STATE Audits: The STATE may, at its sole discretion and at its own expense, perform a final audit of the Project (30 ILCS 5, the Illinois State Auditing Act). Such audit may be used for settlement of the Project expenses and for Project closeout purposes. The LPA agrees to implement any audit findings contained in the STATE's authorized inspection or review, final audit, the STATE's independent audit, or as a result of any duly authorized inspection or review.
- 3.3 Record Retention: The LPA shall maintain for three (3) years from the date of final project closeout by the STATE, adequate books, records, and supporting documents to verify the amounts, recipient, and uses of all disbursements of funds passing in conjunction with this contract, adequate to comply with 2 CFR 200.334. 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.
- 3.4 Accessibility of Records: The LPA shall permit, and shall require its contractors and auditors to permit, the STATE, and any authorized agent of the STATE, 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 LPA with regard to the Project. The LPA in compliance with 2 CFR 200.337 shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized STATE representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the STATE's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by the STATE (including auditors), by the state of Illinois or by federal statute. The LPA shall cooperate fully in any such audit or inquiry.
- 3.5 Failure to maintain the books and records: Failure to maintain the books, records and supporting documents required by this section shall establish presumption in favor of the STATE for recovery of any funds paid by the STATE under the terms of this contract.

IV. LPA FISCAL RESPONSIBILITIES

- 4.1 To provide all initial funding and payment for construction engineering, utility, and railroad work
- 4.2 LPA Appropriation Requirement: By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as Schedule 5.
- 4.3 Reimbursement Requests: For reimbursement requests the LPA 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 fix 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). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.
- 4.4 Financial Integrity Review and Evaluation (FIRE) program: LPA's and the STATE must 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 STATE within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- 4.5 Final Invoice: The LPA will submit to the STATE 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 work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice

Local Public Agency	Section Number	State Job Number	Project Number
City of Fairview Heights	24-00035-01-RS	C9805225	4MG2(557)

may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.

- 4.6 **Project Closeout:** The **LPA** shall provide the final report to the appropriate **STATE** district office 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 (12) 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.
- 4.7 **Project End Date:** The period of performance (end date) for state and federal obligation purposes 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. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

V. THE LPA AGREES

- 5.1 To acquire in its name, or in the name of the **STATE** 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 **LPA** shall certify to the **STATE** 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 **LPA**, the **STATE**, and the **FHWA** if required.
- 5.2 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.
- 5.3 To provide on-site engineering supervision and inspection during construction of the proposed improvement.
- 5.4 To retain jurisdiction of the completed improvement unless specified otherwise by schedule (schedule should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional schedule is required.
- 5.5 To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by schedule) in a manner satisfactory to the **STATE** and the **FHWA**.
- 5.6 To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- 5.7 To regulate parking and traffic in accordance with the approved project report.
- 5.8 To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
- 5.9 To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
- 5.10 For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on **STATE** awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
- 5.12 That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.

VI. THE STATE AGREES

- 6.1 To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
- 6.2 To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
- 6.3 To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The **LPA** will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Schedule 2.

Local Public Agency	Section Number	State Job Number	Project Number
City of Fairview Heights	24-00035-01-RS	C9805225	4MG2(557)

- 6.4 For agreements with federal and/or state funds in local let/day labor construction, construction engineering, utility work and/or railroad work:
- a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
 - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

SCHEDULES

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

☒	1.	Division of Cost
☒	2.	Location Map
☒	3.	Risk Assessment
☒	4.	Attestations
☒	5.	Resolution*
☐		
☐		
☐		
☐		

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

Local Public Agency	Section Number	State Job Number	Project Number
City of Fairview Heights	24-00035-01-RS	C9805225	4MG2(557)

AGREEMENT SIGNATURES EXECUTION

The LPA agrees to accept and comply with the applicable provision set forth in this agreement including attached schedules.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Mr. Mark Kupsky

Title of Official

City Mayor

Signature

Date

The above signature certifies the agency's TIN number is

370918589 conducting business as a Governmental Entity.

DUNS Number 020374427

UEI

APPROVED

State of Illinois

Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

Michael Prater, Acting Chief Counsel

Date

Vicki Wilson, Chief Fiscal Officer

Date

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required and attached as Schedule 5. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

☐ Please check this box to open a fillable Resolution form within this form.

SCHEDULE NUMBER 1

Local Public Agency	County	Section Number	State Job Number	Project Number
City of Fairview Heights	St. Clair	24-00035-01-RS	C-98-052-25	4MG2(557)

DIVISION OF COST

Type of Work	Federal Funds		State Funds		Local Public Agency			Totals
	Fund Type	Amount	%	Fund Type	Amount	Fund Type	%	
Participating Construction	STU	\$567,760.00	*			Local	BAL	\$1,154,000.00
Total		\$567,760.00		Total		Total		\$1,154,000.00

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

* STU 80% NTE \$567,760

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA 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.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation _____)

Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The LPA will pay to the **STATE** the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the LPA will pay to the **STATE** a specified amount each month for an estimated period of months, or until 80% of the LPA's estimated obligation under the provisions of the agreement has been paid. The LPA will pay to the **STATE** the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

☒ METHOD C - LPA's Share _____ **BALANCE** _____ divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LPA will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the LPA's share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

RETURN TO AGENDA

SCHEDULE NUMBER 3

Local Public Agency City of Fairview Heights	Section Number 24-00035-01-RS	County St. Clair	State Job Number	Project Number
--	---	----------------------------	------------------	----------------

LRS Federal Funds RISK ASSESSMENT

Risk Factor	Description	Definition of Scale (time frames are based on LPA fiscal year)	Points
General History of Performance	Have there been any changes in key organizational staff or leadership, such as Fiscal and Administrative Management, Transportation Related Program/Project Management, and/or Elected Officials?	0 points - no significant changes in the last 4 or more years; 1 point - minor changes, but majority of key staff and officials have not changed in the last 4 years; 2 points - significant key staff or elected leadership changes within the last 3 years; 3 points - significant key staff and elected leadership changes within the last 3 years	0
	What is the LPA's history with federal-aid funded transportation projects?	0 points - One or more federal-aid funded transportation projects initiated per year; 1 point - At least one project initiated within the past three years; 2 points - AT least one project initiated within the past 5 years; 3 points - None or more than 5 years	0
	Does LPA have qualified technical staff with experience managing federal-aid funded transportation through IDOT?	0 points - Full-time employee with experience designated as being in "responsible charge"; 1 point - LPA has qualified technical staff, but will be utilizing an engineering consultant to manage day-to-day with LPA technical staff oversight; 2 points - LPA has no technical staff and all technical work will be completed by consultant, but LPA staff has prior experience with federal-aid projects; 3 points - LPA staff have no prior experience or technical expertise and relying solely on consultant	0
	Has the LPA been untimely in submitting invoicing, reporting on federal-aid projects as required in 2 CFR 200, and or audits as required?	0 points - No; 1 point - Delays of 6 or more months; 2 points - Delays of up to 1 year; 3 points - 1 year or more years of delay	0
Financial Controls	Are the annual financial statements prepared in accordance with Generally Accepted Accounting Principles or on a basis acceptable by the regulatory agency?	0 points - yes; 3 points - no	0
	What is the LPA's accounting system?	0 points - Automated accounting software; 1 point - Spreadsheets; 2 points - paper only; 3 points - none	0
	Does the organization have written policies and procedures regarding proper segregation of duties for fiscal activities that include but are not limited to: a) authorization of transactions; b) recordkeeping for receipts and payments; and c) cash management?	0 points - yes; 3 points - no	0
Audits	When was the last time a financial statement audit was conducted?	0 points - in the past year; 1 point - in the past two years; 2 points - in the past three years; 3 points - 4 years or more, or never	0
	What type of financial statement audit has the organization had conducted?	0 points - Single Audit/Program Specific Audit in accordance with 2 CFR 200.501 or Financial audit conducted in accordance with Generally Accepted Auditing Standards or Generally Accepted Government Auditing Standards; 1 point - Financial review?; 2 points Other type? or no audit required; 3 points - none	0
	Did the most recent audit disclose findings considered to be significant deficiencies or material weaknesses?	0 points - no; 3 points - yes, or no audits required	0
	Have the findings been resolved?	0 points - yes or no findings; 1 point - in progress; 3 points - no	0

Summary of Risk

General History of Performance	0
Financial Controls	0
Audits	0
Total	0

District Review Signature & Date

Josh Hensley
Digitally signed by Josh Hensley
Date: 2025.12.01 14:27:44
-06'00'

Additional Requirements? ☐ Yes ☒ No

Central Office Review Signature & Date

Teresa Cline
Digitally signed by Teresa Cline
Date: 2025.12.01 14:53:45
-06'00'

Local Public Agency	Section Number	State Job Number	Project Number
City of Fairview Heights	24-00035-01-RS	C9805225	4MG2(557)

SCHEDULE NUMBER 4
Attestation on Single Audit Compliance

1. In the prior fiscal year, did City of Fairview Heights LPA expend more than \$750,000 in federal funds in aggregate from all federal sources?

☐ Yes ☒ No

2. Does the City of Fairview Heights LPA anticipate expending more than \$750,000 in federal funds in aggregate from all federal sources in the current City of Fairview Heights LPA fiscal year?

☐ Yes ☒ No

If answers to question 1 and 2 are no, please proceed to the signature section.

If answer to question 1 is yes, please answer question 3a.

If answer to question 2 is yes, please answer question 3b.

3. A single audit must be conducted in accordance with Subpart F of 2 CFR 200 if \$750,000 or more in federal funds are expended in a single fiscal year.

a. Has the City of Fairview Heights LPA performed a single audit for their previous fiscal year?

☐ Yes ☐ No

i. If yes, has the audit be filed with the Illinois Office of the Comptroller in accordance with 50 ILCS 310 (see also 55 ILCS 5 & 65 ILCS 5 & 60 ILCS 1/80)?

☐ Yes ☐ No

b. For the current fiscal year, does the City of Fairview Heights LPA intend to comply with Subpart F of 2 CFR 200?

☐ Yes ☐ No

By completing this attestation, I certify that I have authority to sign this attestation on behalf of the LPA; and that the foregoing information is correct and complete to the best of my knowledge and belief.

Name	Title	LPA
John Harty	Director of Public Works	City of Fairview Heights

Signature & Date

John Harty Digitally signed by John Harty
Date: 2025.11.25 15:09:18
-06'00'

Instructions for BLR 05310C Page 1 of 4

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a local public agency (LPA) project involves Federal-Aid, with or without state funds and this standard form is sufficient to describe all details of the agreement. For more information refer to the Bureau of Local Roads and Streets (BLRS) Manual, Chapter 5. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS manual. When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Local Public Agency

Name of Local Public Agency Insert the name of the LPA.

County Insert the name of the county in which the LPA is located.

Section Number Insert the section without dashes. The dashes are automatically inserted.

Fund Type Insert the funding type(s) being used for this project (e.g. STU, STR, ITEP, etc.).

ITEP, SRTS, HSIP, Number Insert the ITEP, SRTS, HSIP number assigned to this project.

MPO Name From the drop-down choose the MPO in which the project is located. If the project is not located within an MPO, select N/A. Types to choose from are:

Bi-State	Bi-State Regional Commission
CMAP	Chicago Metropolitan Planning Organization
CUUATS	Champaign/Urbana Urban Area Transportation Study
DATS	Danville Area Transportation Study
DMATS	Dubuque
DSATS	DeKalb/Sycamore Area Transportation Study
DUATS	Decatur Urbanized Area Transportation Study
EWGCG	East-West Gateway Council of Governments
KATS	Kankakee Area Transportation Study
MCRPC	McLean County Regional Planning Commission
PPUATS	Peoria/Pekin Urban Area Transportation Study
RPC	Region 1 Planning Council
SATS	Springfield Area Transportation Study
SEMPO	South East Metropolitan Planning Organization
SIMPO	Southern Illinois Metropolitan Planning Organization
SLATS	State Line Area Transportation Study

MPO Tip Number Insert MPO Tip Number assigned to this project, this is required for all projects located within the MPO planning boundaries if applicable. If not, insert "N/A"

Construction

Job Number Insert the job number assigned for the construction portion, the number will begin with a "C"

Project Number Insert the project number assigned to the construction portion of this project.

Local Let/Day Labor Check this box if the construction portion of this project will be local let or day labor.

Construction on State Letting Check this box if the construction portion of this project will be on a state held letting.

Construction Engineering Check this box if the construction portion of this project will involve construction engineering.

Utilities Check this box if the construction portion of this project will involve utility work.

Railroad Work Check this box if the construction portion of this project will involve railroad work.

Location

Use the add location bu

Local Street/Road Name Insert the local street/road name.

Key Route Insert the key route of the street/road listed above.

Length Insert the length in miles as it pertains to the location listed above. For a structure insert 0.01.

Station

From Insert the beginning station of the project as it pertains to the key route for this location for this project

To Insert the ending station of the project as it pertains to the key route for this location for this project.

Location Termini Insert the beginning and ending termini as it pertains to this location for this project.

Existing Structure Number(s) Insert the existing structure number(s) for this project.

Use the add location button to add additional locations if needed for up to a total of five locations. If there are more than five locations, use various.

Project Description

Project Description Insert a description of the work to be accomplished by this project.

Agreement Signatures Execution

Local Public Agency The appropriate LPA official shall insert their name, sign, and date. Insert the LPA's TIN number, DUNS Number, and the UEI (note the UEI will be replacing the DUNS Number <https://sam.gov/content/duns-uei>).

Illinois Dept. of Transportation The appropriate IDOT official shall sign and date here.

Schedules

Within the schedule table, check the box as applicable. Insert the item number of the schedule and a description of the item.

1. Location Map - Attach a location map to this agreement showing all locations being improved by this project.
2. Location Map - Attach a location map to this agreement showing all locations being improved by this project.
3. Division of Cost — See separate instructions for completing this page. (All Agreements)
4. Risk Assessment - See separate instructions for completing these pages. (All Agreements)
5. Attestations - See separate instructions for completing this page. (All Agreements)
6. Resolution — The LPA must pass an appropriation resolution covering the local share of the project and must grant signature authority to the signee. Attach the resolution as Schedule 5. (check the box at the bottom of Agreement Signatures page) If BLR 09110 or BLR 09120 are used to appropriate local fund, attach these forms to the signature authorization resolution.

For additional schedules, check the selection box and insert a schedule number and a short schedule description / name and attach it to the agreement.

Division of Cost (Schedule 1) Instructions

When the LPA desires to use one or more lump-sum amounts before the federal percentage is calculated, specify the order in which it should be used and the "not to exceed" amount. The following provides an example of the wording that may be used:

Lump-sum \$60,000 TARP funds not to exceed 50% of final cost of project credited to the project to be utilized first.

Lump-sum to be utilized second not to exceed \$20,000 EDP funds.

Lump-sum to be utilized third not to exceed \$40,000 SMA funds.

These specified amounts will be used in sequence, with the federal and local percentages calculated after they are deducted.

When the LPA desires to use a percent "not to exceed" commitment, the federal and state funds will be used concurrently at the specified percentages up to the "not to exceed" amount.

Example: Maximum STR participation 80% not to exceed \$100,000.
Lump-sum SMA not to exceed \$20,000 to be used as a match to the federal funds.

Be advised that the "not to exceed" amount specified under a percentage commitment will be tied up and unavailable for programming until the project is closed out and a documentation review has been completed by IDOT or FHWA, if required.

Use a separate line for each type of work as it relates to the fund type for federal, state and/or LPA funds.

Type of Work	Choose the type of work from the drop-down list. Types to choose from are: Participating Construction, Non-Participating Construction, Construction Engineering, Railroads, Utilities, and Materials.
Federal Funds	If federal funds are being used on this project complete the following for federal funds.
Fund Type	Choose the type of federal fund type from the drop-down.
Amount	Insert the amount of federal funds for the type of listed under fund type.
%	Insert the percentage of federal funds for this type.
State Funds	If state funds are being used on this project complete with following for state funds.
Fund Type	Choose the type of state fund type from the drop-down.
Amount	Insert the amount of state funds for the type of listed under fund type.
%	Insert the percentage of state funds for this type.
Local Public Agency Funds	
Fund Type	Choose the type of LPA funds from the drop-down.
Amount	Insert the amount of LPA funds for the type of listed under fund type.
%	Insert the percentage of LPA funds for this type.
Explanation	Insert any necessary additional information as to how the funding is being applied for this project.

For State-Let Construction Projects

Method of Financing	This area is for state-let contract only. Check one.
Method A	If this box is checked, insert the dollar amount equal to 80% of the LPA's total obligation.
Method B	If this box is checked, insert the number of monthly payments needed to repay 80% of the LPA's estimated obligation.
Method C	If this box is checked, insert the dollar amount of the LPA's share of the construction costs for this project.

Instructions for BLR 05310C Page 3 of 4

LRS Federal Funds Risk Assessment (Schedule 3) Instructions

The LPA shall complete the risk assessment to the best of their knowledge.

District staff will review the assessment and make recommendations for risk monitoring based on the results of the assessment. If monitoring is required above normal policy procedures, those requirements shall be itemized in the Additional Requirements box. Appropriate full-time district staff will approve the assessment by signing and dating in the box provided.

Attestation on Single Audit Compliance (Schedule 4) Instructions

The LPA shall complete the risk assessment to the best of their knowledge.

The appropriate local agency official shall certify the attestation by signing and dating in the box provided.

A minimum of two (2) originals executed by the LPA must be submitted to the District through its Regional Engineer's Office. If the DocuSign process is used no physical copies are required to be submitted.

Upon execution distribution will be as follows:

LPA

Bureau of Local Roads & Streets

Printing Instructions

For the document to print properly, please make sure "Orientation" is set to "Auto" (see image below) within the print dialog window. If this setting is not chosen, then some pages may be cut off during the printing process.

Orientation:



☒ Auto

☐ Portrait

☐ Landscape

Instructions for BLR 05310C Page 4 of 4

Sample Resolution

RESOLUTION No: _____

A Resolution for:

Section No: _____

Job No.: _____

Project No.: _____

WHEREAS, the [city, village, town, county] of _____ is proposing to _____.**WHEREAS**, the above stated improvement will necessitate the use of funding provided through the Illinois Department of Transportation (IDOT); and signee**WHEREAS**, the use of these funds requires a joint funding agreement (AGREEMENT) with IDOT; and**WHEREAS**, the improvement requires matching funds; and**NOW, THEREFORE**, be it resolved by the {Board} :

Section 1: The {Board} hereby appropriates \$_____, _____ or as much as may be needed to match the required funding to complete the proposed improvement from {Local fund source} and furthermore agree to pass a supplemental resolution if necessary to appropriate additional funds for completion of the project.

Section 2: The {Local Official or delegate} is hereby authorized to execute an AGREEMENT with IDOT for the above-mentioned project.

Section 3: This resolution will become Attachment 3 of the AGREEMENT.

Section 4: The _____ Clerk of _____ is directed to transmit 3 (three) copies of the AGREEMENT and Resolution to IDOT District __ Bureau of Local Roads and Streets.

I, _____, _____ Clerk in and for _____, Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the forgoing to be a true, perfect and complete copy of the resolution approved by the _____ at its meeting on the _____ day of _____, 20__.

IN TESTIMONY WHEREOF; I have unto set my hand and seal, at my office, this _____ day of _____, 20__.

(seal)



Illinois Department of Transportation

Project Old Collinsville Road
Route FAU 9168
Section 24-000-35-01-RS
County St. Clair

RETURN TO AGENDA

Estimate of Cost

Location of Improvement: _____

Ashland Avenue to US Route 50 (Lincoln Highway)

For a total distance of 2,665 ft / 0.505 mi Net improvement of 2,665 ft / 0.505 mi
Type HMA Width 37' Thickness 2.5" HMA
Shoulders N/A Average Haul N/A Maximum Grade %

Code Number	Item	Unit of Measure	Quantity	Unit Price	Total Cost
40600290	BITUMINOUS MATERIALS (TACK COAT)	LBS	8178	\$1.50	\$12,267.00
40600985	PCC SURF REM BUTT JT	SQ YD	514	\$30.00	\$15,420.00
40602970	HMA BC, IL-9.5FG, N70	TON	761	\$165.00	\$125,565.00
40604012	HMA SC IL-9.5FG, D, N70	TON	849	\$175.00	\$148,575.00
42400800	DETECTABLE WARNINGS	SQ FT	253	\$60.00	\$15,180.00
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	631	\$27.00	\$17,037.00
44000600	SIDEWALK REMOVAL	SQ FT	1565	\$6.00	\$9,390.00
44200050	WELDED WIRE REINFORCEMENT	SQ YD	842	\$20.00	\$16,840.00
44201298	DOWEL BARS, 1 1/4"	EACH	1179	\$25.00	\$29,475.00
44213200	SAW CUTS	FOOT	8123	\$9.00	\$73,107.00
44213204	TIE BARS, 3/4"	EACH	1179	\$16.00	\$18,864.00
60255500	MANHOLES TO BE ADJUSTED	EACH	8	\$400.00	\$3,200.00
60265700	VALVE VAULTS TO BE ADJUSTED	EACH	5	\$250.00	\$1,250.00
60260100	INLETS TO BE ADJUSTED	EACH	3	\$1,000.00	\$3,000.00
67100100	MOBILIZATION	L SUM	1	\$75,000.00	\$75,000.00
78000100	THPL PVT MK LTR & SYM	SQ FT	86	\$9.00	\$774.00
78000200	THPL PVT MK LINE 4	FOOT	6014	\$1.00	\$6,014.00
78000600	THPL PVT MK LINE 12	FOOT	336	\$3.00	\$1,008.00
78000650	THPL PVT MK LINE 24	FOOT	51	\$20.00	\$1,020.00
LR403200	BITUMINOUS MATERIALS (PRIME COAT)	TON	19	\$1,200.00	\$22,800.00
LR403600	SEAL COAT AGGREGATE	TON	133	\$230.00	\$30,590.00
X4240420	PCC SIDEWALK 4 INCH (SPECIAL)	SQ FT	1690	\$32.00	\$54,080.00
X4420668	CL B PATCH T4 8 SPL	SQ YD	422	\$155.00	\$65,410.00
X4420669	CL B PATCH T2 8 SPL	SQ YD	478	\$225.00	\$107,550.00
	CL B PATCH T1 8 SPL	SQ YD	206	\$275.00	\$56,650.00
	CL B PATCH T3 8 SPL	SQ YD	420	\$170.00	\$71,400.00
X6060052	COMB CC&G TB6.24 SPL	FOOT	631	\$35.00	\$22,085.00
X7010216	TRAF CONT & PROT SPL	L SUM	1	\$75,000.00	\$75,000.00
X8860105	DET LOOP REPL	FOOT	1722	\$35.00	\$60,270.00
Z0013798	CONSTRUCTION LAYOUT	L SUM	1	\$15,000.00	\$15,000.00
TOTAL ESTIMATED COST OF WORK INCLUDING ALL LABOR, MATERIALS AND PROFITS.					\$1,153,821.00



**Illinois Department
of Transportation**

**Resolution for Improvement
Under the Illinois Highway Code**

Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Original

Resolution Number

Section Number

24-00035-01-RS

BE IT RESOLVED, by the Council

of the City

Governing Body Type

Local Public Agency Type

of Fairview Heights

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Old Collinsville Road	0.5	FAU 9168	01.49	01.99

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Standard overlay of roadway and all necessary work to complete the project.

2. That there is hereby appropriated the sum of

Six Hundred Thousand

Dollars (\$600,000.00) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Karen J. Kaufhold

City

Clerk in and for said City

Name of Clerk

Local Public Agency Type

Local Public Agency Type

of Fairview Heights

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council

of Fairview Heights

at a meeting held on

Governing Body Type

Name of Local Public Agency

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this

Day

Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation

PROPOSED RESOLUTION NO. 08 - '26

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A LETTER AGREEMENT WITH THE ST. CLAIR COUNTY HIGHWAY DEPARTMENT FOR REIMBURSEMENT OF FEES FOR THE PREPARATION OF AN STP-S GRANT APPLICATION FOR ROAD IMPROVEMENTS TO ASHLAND AVENUE, PHASE 2, FROM JOSEPH DRIVE TO ILLINOIS ROUTE 159.

WHEREAS, the St. Clair County Highway Department and the City of Fairview Heights are interested in improving Ashland Avenue from Joseph Drive to Illinois Route 159, and

WHEREAS, the St. Clair County Highway Department, as the lead agency, has obtained an Agreement for Professional Services from Gonzalez Companies, LLC for the preparation of an STP-S grant application for a fee of Five Thousand Four Hundred Dollars and No Cents (\$5,400.00) in an effort to secure funding for improvements to Ashland Avenue from Joseph Drive to Illinois Route 159, and

WHEREAS, the City of Fairview Heights agrees to reimburse the St. Clair County Highway Department one half of Gonzalez Companies, LLC's fee in the amount of Two Thousand Seven Hundred Dollars and No Cents (\$2,700.00).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS:

That the Mayor be and is hereby authorized to enter into, on behalf of the City, a Letter Agreement with the St. Clair County Highway Department for reimbursement of one half of Gonzalez Companies, LLC's fee in the amount of TWO THOUSAND SEVEN HUNDRED DOLLARS AND NO CENTS (\$2,700.00) for the preparation of an STP-S grant application in an effort to secure funding for improvements to Ashland Avenue

from Joseph Drive to Illinois Route 159 per the Letter Agreement attached hereto, made a part hereof, and marked "Exhibit A."

This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK



CITY OF FAIRVIEW HEIGHTS

10025 Bunkum Road ♦ Fairview Heights, Illinois 62208 ♦ Phone: (618) 489-2000 ♦ www.cofh.org

LETTER AGREEMENT

TO: ST. CLAIR COUNTY HIGHWAY DEPARTMENT
NORM ETLING, P.E. COUNTY ENGINEER
14151 NORTH BELT WEST
BELLEVILLE, IL 62226

DATE: January 20, 2026

This Letter Agreement (“AGREEMENT”) is made and entered into as of _____ by and between ST. CLAIR COUNTY, IL (“COUNTY”) and THE CITY OF FAIRVIEW HEIGHTS (“CITY”).

WHEREAS, COUNTY and CITY are interested in improving St. Clair County H59 and, as such, are willing to enter into a partnership to cause an STP-S grant application to be completed and submitted in an effort to secure funding for the desired improvements.

NOW, THEREFORE, BE IT RESOLVED BY COUNTY AND CITY AS FOLLOWS:

COUNTY, as lead applying agency, will enter into a contract with GONZALES COMPANIES, LLC to complete and submit the STP-S application on behalf of both COUNTY and CITY.

CITY, as partnering entity, will reimburse COUNTY for one half of the fees invoiced to COUNTY from GONZALES COMPANIES, LLC for the work associated with preparing and submitting the STP-S grant.

As St. Clair County H59 is a county route that resides within the jurisdictional boundaries of the City of Fairview Heights, Illinois, CITY will provide GONZALEZ COMPANIES, LLC the following STP-S support material:

1. Crash data for Ashland Avenue from Joseph Drive to Rt. 159.
2. Letters of support from stakeholders in and near the corridor.

CITY OF FAIRVIEW HEIGHTS

ST. CLAIR COUNTY

SIGNATURE

SIGNATURE

PRINT NAME

PRINT NAME



Gonzalez Companies, LLC

Construction Management – Civil Engineering

525 W Main Street, Ste. 125

Belleville, IL 62220

618-222-2221 Fax: 618-222-2225

www.gonzalezcos.com

AGREEMENT FOR PROFESSIONAL SERVICES

TO ST. CLAIR COUNTY HIGHWAY DEPARTMENT DATE November 11, 2025
NORM ETLING, P.E., COUNTY ENGINEER
1415 NORTH BELT WEST
BELLEVILLE, IL 62226

PROJECT ASHLAND AVENUE PHASE 2 2026 STP-S APPLICATION
PROJECT NO. TBD
DEPARTMENT Civil Design
PROJECT TYPE Engineering

SECTION 1 DEFINITIONS AND PARTIES

This is an AGREEMENT between GONZALEZ COMPANIES, LLC, hereinafter referred to as the ENGINEER, and ST. CLAIR COUNTY, IL, hereinafter referred to as the CLIENT.

The CLIENT proposes to engage the ENGINEER to furnish certain professional services in connection with ASHLAND AVENUE PHASE 2 2026 STP-S APPLICATION, which work is hereinafter referred to as the PROJECT.

SECTION 2 SCOPE OF SERVICES

BACKGROUND

The CLIENT desires to submit an application for federal assistance through the East-West Gateway Council of Governments (EWGCOG) Surface Transportation Program (STP) for improvements to Ashland Avenue from Joseph Drive to North Illinois Street (IL Route 159). It is understood that the CLIENT desires the improvements to consist of hot-mix asphalt resurfacing, pavement patching as necessary, and other various improvements to the roadway.

TASK 1 STP APPLICATION

The ENGINEER agrees to complete an STP application through EWGCOG's Call for Projects during the 2026 program cycle.

ASSUMPTIONS AND CLARIFICATIONS

The CLIENT will be responsible for providing all appropriate certifications, signatures, and application fees. The CLIENT will provide accident data. The CLIENT will provide any letters of support for the project and facilitate any public involvement process. Based on our understanding of the proposed improvements, no traffic counts or other detailed traffic investigation will be required.

SECTION 3 TIME FOR PERFORMANCE**DELIVERABLE SCHEDULE**

The ENGINEER will submit a draft copy of the application to the CLIENT for review no later than 3:30 pm on January 30, 2026. The ENGINEER agrees to submit a final application by February 6, 2026, at 4:00 pm.

SECTION 4 COMPENSATION

The ENGINEER agrees to perform task 1 within SECTION 2 SCOPE OF SERVICES for a LUMP SUM fee of five thousand four hundred dollars (\$5,400.00 USD) unless scope changes occur. The ENGINEER may submit invoices as frequently as monthly.

The ENGINEER will use the address listed below for receiving payments from the CLIENT.

Gonzalez Companies, LLC
Attn: Accounting
1750 S Brentwood Blvd., Ste. 700
St. Louis, MO 63144-1339

The CLIENT will use the address listed below for receiving invoices from the ENGINEER.

ST. COUNTY HIGHWAY DEPARTMENT
NORM ETLING, P.E., COUNTY ENGINEER
1415 NORTH BELT WEST
BELLEVILLE, IL 62226

SECTION 5 INCORPORATION OF EXHIBITS

The following documents are attached hereto and incorporated herein by this reference.

Exhibit A	Manhour Estimate
Exhibit B	Terms and Conditions

PROFESSIONAL SERVICES AGREEMENT
CONTINUED

ASHLAND AVENUE PH. 2 STP-S APPLICATION
PROJECT NO. TBD

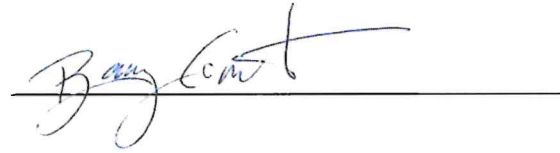
SECTION 6 ACCEPTANCE

This proposal is valid for thirty (30) calendar days. If this AGREEMENT meets your approval, please sign where noted below and return to our offices. We will treat this as notice to proceed unless instructed otherwise.

This AGREEMENT effective this 11 day of NOVEMBER, 2025.

GONZALEZ COMPANIES, LLC

ST. CLAIR COUNTY, IL



Authorized client representative

Barry Grant

Print name

President

Print title

November 11, 2025

Date

Date

11/11/25

Ashland Avenue Phase 2 STP-S Application

MANHOURLY ESTIMATE

PREPARED BY: JAS

QA'ED BY:

ROW ID	PHASES, TASKS AND MILESTONES	Project Manager VIII	Project Engineer III	Project Engineer II		HOURS
1.00	Insert Phase					
1.01	Field Visit (Photos, Pavement Assessment, Etc.)	1	6			7
1.02	Application Exhibits		2	8		10
1.03	Application Write-Up	4	8			12
1.04	QA	1				1
1.05	Revisions and Final Deliverable	1	4	2		7
1.06						0
SUM	SUMMARY	7	20	10	0	37
TOTAL		7	20	10	0	37

RETURN TO AGENDA

TERMS AND CONDITIONS

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$500,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. Upon request, CLIENT/OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the CLIENT/OWNER. ENGINEER agrees to indemnify CLIENT/OWNER for the claims covered by ENGINEER's insurance.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contract(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. CLIENT/OWNER agrees to include ENGINEER as an indemnified party in CLIENT/OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as CLIENT/OWNER. Further, CLIENT/OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state of Missouri or if agreed in writing with CLIENT/CLIENT/OWNER where ENGINEER'S services are performed.

6. SERVICES AND INFORMATION

CLIENT/OWNER will provide all criteria and information pertaining to CLIENT/OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. CLIENT/OWNER will also provide copies of any CLIENT/OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project. CLIENT/OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The CLIENT/OWNER agrees to bear full responsibility for the technical

accuracy and content of CLIENT/OWNER-furnished documents and services.

In performing professional engineering, construction management, and related services hereunder, it is understood by CLIENT/OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the CLIENT/OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the CLIENT/OWNER's legal and financial interests. To that end, the CLIENT/OWNER agrees that CLIENT/OWNER or the CLIENT/OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the CLIENT/OWNER deems necessary to protect the CLIENT/OWNER's interests before CLIENT/OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS AND ASSIGNS

CLIENT/OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither CLIENT/OWNER nor ENGINEER will assign, sublet, or transfer and interest in this Agreement or claims arising therefrom without the written consent of the other.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. CLIENT/OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by CLIENT/OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at CLIENT/OWNER's sole risk and without liability or legal exposure to ENGINEER, and CLIENT/OWNER will define, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CLIENT/OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

CLIENT/OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving no less than ten (10) business days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where the method of payment is "lump sum," time & material, or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination plus a fifteen percent fee mark-up for the final invoice amount. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become agreed upon before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit invoices for services rendered and CLIENT/OWNER will make prompt payments in response to ENGINEER's invoices. ENGINEER will retain receipts for reimbursable expenses in general accordance with rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by CLIENT/OWNER's auditors upon request.

If CLIENT/OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, CLIENT/OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice, so as not to hold payment. CLIENT/OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

CLIENT/OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER; ENGINEER retains the right to assess CLIENT/OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) calendar days from the date of the invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) business days prior written notice, to suspend the performance of its services until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to the Agreement, or Task Order, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of the Task Order. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of the Task Order. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the time of performance and compensation scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, and equitable adjustment shall be made, and the Task Order modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document or Task Order.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under the Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity, and other employment, statutes and regulations.

15. HAZARDOUS MATERIALS

CLIENT/OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, CLIENT/OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify CLIENT/OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to CLIENT/OWNER, suspend performance of services on that portion of the project affected by hazardous materials until CLIENT/OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations.

CLIENT/OWNER acknowledges that ENGINEER is performing professional services for CLIENT/OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this

Task Order. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Task Order for cause on 30 calendar days written notice. To the fullest extent permitted by law, CLIENT/OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting there from, and (ii) nothing in this paragraph shall obligate CLIENT/OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement and subsequent changes, including the exhibits and schedules made part hereof, constitute the entire agreement between ENGINEER and CLIENT/OWNER, supersedes and controls over all prior written or oral understandings. This agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. LIMITATION OF LIABILITY

ENGINEER's and its employees' total liability to CLIENT/OWNER for any loss or damage, including but not limited to special and consequential damages arising out of or in connection with the performance of services or any other cause, including ENGINEER's and its employees' professional negligent acts, errors, or omissions, shall not exceed the lesser of \$5,000 or the total compensation received by ENGINEER hereunder, and CLIENT/OWNER hereby releases and holds harmless ENGINEER and its employees from any liability above such amount.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, CLIENT/OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. UTILITY LOCATION

If underground sampling/testing is to be performed, a utility locating service shall be contracted to make arrangements for all utilities to determine the location of underground utilities. In addition, CLIENT/OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the CLIENT/OWNER's property which are not the responsibility of other private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The CLIENT/OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

20. ESCALATION

Annual rate escalation of 6% effective January 1, 2026.

21. PREPAYMENT

Upon acceptance of this Agreement by the CLIENT/OWNER, a payment of 6% of the total fee may be required to initialize the project and may be exercised by ENGINEER at any time.

22. JOB CANCELLATION FOR CONVENIENCE FEE

Because of potentially significant revenues from other projects forgone by the ENGINEER to take this project, if the project is cancelled by the CLIENT/OWNER, a cancellation fee of 10% of contract will be immediately due and payable for project's current billings, work-in-progress, and reimbursable expenses.

23. **PROJECT RESTART FEE**

Because of substantial cost incurred by the ENGINEER to stop and restart a project once it is underway, should this project's progress be halted at any time for thirty (30) or more calendar days by the CLIENT/OWNER, for any reason, a project restart fee of 10% of the total contract fee to date will be due and payable immediately.

24. **LATE PENALTY SCHEDULE**

All invoices not paid promptly will be subject to the following late payment penalty: 30 to 59 calendar days overdue, \$650; 60 to 89 calendar days overdue, \$850; 90 to 120 calendar days overdue, \$1250; in addition to the interest charges as outlined in term and condition 11.

25. **LIMITATION OF DESIGN ALTERNATIVES**

The ENGINEER will limit the number of design alternatives provided under this contract to three, upon which time the design will be considered complete.

26. **GRAPHICS CONTROL**

Because of its standing as a professional design firm, the ENGINEER has complete control over graphic content and presentation of all studies, reports, and all other documents produced under this agreement.

27. **HIGHER FEES PAID FOR CHANGES**

Any changes requested by the CLIENT/OWNER to the scope of services provided under this agreement after acceptance of 25% completion will be billed at 1.15 times billing rates.

PROPOSED RESOLUTION NO. 09-'26

A RESOLUTION AUTHORIZING THE MAYOR ON BEHALF OF THE CITY OF FAIRVIEW HEIGHTS TO ENTER INTO AN AGREEMENT WITH THE ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY FOR RECEIPT OF FUNDING FOR COSTS ASSOCIATED WITH THE RENOVATION OF THE CITY COUNCIL CHAMBERS IN CITY HALL.

WHEREAS, pursuant to a grant application submitted by the City of Fairview Heights to the Illinois Department of Commerce and Economic Opportunity (DCEO), the City anticipates receipt of funding for costs associated with design, removal and implementation of renovations to update the City Council chambers in City Hall, and

WHEREAS, upon final signatures and processing of Grant Agreement No. 25-203186 by both parties, the City will be in receipt of Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS:

That the Mayor be and is hereby authorized to enter into a Grant Agreement between the State of Illinois, Department of Commerce and Economic Opportunity, 607 East Adams Street, Springfield, Illinois 62701 for the receipt of funding in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$250,000.00) for costs associated with design, removal and implementation of renovations to update the City Council chambers in City Hall per DCEO's Grant Agreement No. 25-203186 attached hereto, made a part hereof, and marked "Exhibit A."

This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK



**GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
AND
City of Fairview Heights**

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

PART ONE – The Uniform Terms

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

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

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

**ILLINOIS DEPARTMENT OF COMMERCE AND
ECONOMIC OPPORTUNITY**

CITY OF FAIRVIEW HEIGHTS

By: _____
Signature of Kristin A. Richards, Director

Date: _____

By: _____
Signature of Designee

Date: _____

Printed Name: _____

Printed Title: _____
Designee

By: _____
Signature of Authorized Representative

Date: _____

Printed Name: Mark Kupsky

Printed Title: Mayor

Email: mark.kupsky@cofh.org

By: _____
Signature of Second Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Second Grantor Approver

By: _____
Signature of Second Grantee Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Second Grantee Approver
(optional at Grantee's discretion)

By: _____
Signature of Third Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Third Grantor Approver

PART ONE – THE UNIFORM TERMS**ARTICLE I
DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II AWARD INFORMATION

2.1. Term. This Agreement is effective on **12/01/2025** and expires on **11/30/2027** (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds must not exceed **\$250,000.00**, of which **\$0.00** are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

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

The Award amount listed in Paragraph 2.2 is not a guarantee of payment, and Grantee's receipt of Grant Funds is contingent upon all terms and conditions of this Agreement.

Reimbursement

Payments to the Grantee are subject to the Grantee's submission and certification of eligible costs and any documentation as required by the Grantor. Payment shall be initiated upon the Grantor's approval of eligible costs and cash amount requested for reimbursement of those costs.

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is **N/A**, the federal awarding agency is **N/A**, and the Federal Award date is **N/A**. If applicable, the Assistance Listing Program Title is **N/A** and Assistance Listing Number is **N/A**. The Catalog of State Financial Assistance (CSFA) Number is 420-00-1758 and the CSFA Name is Site Improvements. If applicable, the State Award Identification Number (SAIN) is 1758-62226.

**ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and **RKC7ZWLBVAB2** is Grantee's correct UEL; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

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

3.2. Tax Identification Certification. Grantee certifies that: **370918589** is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

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

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

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

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

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

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

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

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

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

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

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

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

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

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

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

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

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

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

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

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

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

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

(q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5),

and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV PAYMENT REQUIREMENTS

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

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

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

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

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

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

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee or a subrecipient will be treated in accordance with 2 CFR 200.305(b)(12), unless otherwise provided in PART TWO or PART THREE. Grantee

and its subrecipients must remit annually any amount due in accordance with 2 CFR 200.305(b)(12) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(10), (b)(11).

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

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

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V

SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

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

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

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

ARTICLE VI

BUDGET

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

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

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

**ARTICLE VII
ALLOWABLE COSTS**

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

7.2. Indirect Cost Rate Submission.

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

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

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

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

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

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

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

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

(d) A grantee who does not have a current negotiated rate, may elect to charge a *de minimis* rate up to 15 percent of modified total direct costs, which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

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

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

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

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(9) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII LOBBYING

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

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

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

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

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

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

**ARTICLE IX
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

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

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

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

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

**ARTICLE X
FINANCIAL REPORTING REQUIREMENTS**

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit reports to Grantor describing the expenditure(s) of the funds related thereto at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either PART TWO or PART THREE (approved as an exception by GATU) or on Exhibit E pursuant to specific conditions. 2 CFR 200.328(b). Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

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

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

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

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

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

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

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

ARTICLE XII AUDIT REQUIREMENTS

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

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

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

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

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

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

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

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends at least \$1,000,000 in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$1,000,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least \$750,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO**, **PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$750,000 in State-issued Awards, but expends at least \$500,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

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

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

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

12.4. "For-Profit" Entities.

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

(b) **Program-Specific Audit.** If, during its fiscal year, Grantee expends at least \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

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

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

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

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

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

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(3).

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

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

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

(iii) If the Award no longer effectuates the Program goals or agency priorities and if this termination is permitted in the terms and conditions of the Award, which must be detailed in **Exhibit A, PART TWO** or **PART THREE**.

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

13.3. **Non-compliance.** If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

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

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

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

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

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

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

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

ARTICLE XIV
SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must follow all applicable requirements set forth in 2 CFR 200.332.

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

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

ARTICLE XV NOTICE OF CHANGE

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

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

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

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

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

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

governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII CONFLICT OF INTEREST

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

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

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

ARTICLE XVIII EQUIPMENT OR PROPERTY

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

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

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317–200.327 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the

Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

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

ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). To use Grant Funds in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, these uses must be allowable under 2 CFR 200.421 and 200.467 and Grantee must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

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

ARTICLE XX INSURANCE

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

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

ARTICLE XXI LAWSUITS AND INDEMNIFICATION

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

21.2. Indemnification and Liability.

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

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

**ARTICLE XXII
MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

22.10 Compliance with Whistleblower Protections. Grantee must comply with the Whistleblower Act (740 ILCS 174/1 *et seq.*) and the whistleblower protections set forth in 2 CFR 200.217, including but not limited to, the requirement that Grantee and its subrecipients inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

22.11. Precedence.

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT A

PROJECT DESCRIPTION

Grantee must complete the Award Activities described on this **Exhibit A**, the Deliverables and Milestones listed on **Exhibit B** and the Performance Measures listed on **Exhibit D** within the term of this Agreement, as provided in Paragraph 2.1, herein.

AUTHORITY: The Grantor is authorized to make this Award pursuant to 20 ILCS 605/605-55 and/or 20 ILCS 605/605-30.

The purpose of this authority is as follows:

To make and enter into contracts, including grants, as authorized pursuant to appropriations by the General Assembly. and/or to use the State and federal programs, grants, and subsidies that are available to assist in the discharge of the provisions of the Civil Administrative Code of Illinois.

PROJECT DESCRIPTION:

Scope or Work

Grant funds will be utilized for all costs, including any that are prior incurred, associated with the design, removal and implementation of renovations at the Grantee-owned Municipal Complex building located at 10025 Bunkum Road in Fairview Heights, Illinois.

The completion of this project will benefit the public by providing an updated City Council chambers for more residents who desire to attend public meetings.

Project Work Plan

The Grantee shall administer the project as outlined in the Grantee's *Project Work Plan* approved by the Grantor. The *Project Work Plan* may be modified with Grantor approval throughout the Term of this Agreement. The *Project Work Plan*, once approved by Grantor, and any modifications thereto, are incorporated fully by reference into this Agreement.

EXHIBIT B**DELIVERABLES OR MILESTONES**

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will provide a detailed task list of projected deliverables, which must be approved by Grantor. These tasks and associated due dates, and any subsequent revisions, shall be incorporated by reference into this Agreement. These tasks will be used to measure performance throughout the life of the Award and can be updated and reported on each PPR reporting due date.

EXHIBIT C**CONTACT INFORMATION****CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:**

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

FOR OFFICIAL GRANT NOTIFICATIONS**GRANTOR CONTACT**

Name: Kristin A. Richards
Title: Director
Address: 1011 S. 2nd St.
Springfield, IL 62704

GRANTEE CONTACT

Name: Mark Kupsky
Title: Mayor
Address: 10027 Bunkum Rd
Fairview Heights, IL 62208-1703

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address: N/A

FOR GRANT ADMINISTRATION**GRANTOR CONTACT**

Name: Christopher Rogers
Title: Grant Manager
Address: 1011 S. 2nd St.
Springfield, IL 62704
Phone: 217-555-1234
TTY#: (800) 785-6055
Email: christopher.rogers2@illinois.gov
Address:

GRANTEE CONTACT

Name: John Harty
Title: Director of Public Works
Address: 10027 Bunkum Rd
Fairview Heights, IL 62208-1703
Phone: 618-489-2020
TTY#: N/A
Email: harty@cofh.org
Address:

GRANTEE DESIGNEES

The following are designated as Authorized Designee(s) for the Grantee (See **PART TWO**, ARTICLE XXIII):

Authorized Designee: _____
Authorized Designee Title: _____
Authorized Designee Phone: _____
Authorized Designee Email: _____

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

Authorized Designee: _____
Authorized Designee Title: _____
Authorized Designee Phone: _____
Authorized Designee Email: _____

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

GRANTOR CONTACT FOR AUDIT OR CONSOLIDATED YEAR-END FINANCIAL REPORTS QUESTIONS—AUDIT UNIT

Email: CEO.GrantHelp@Illinois.gov

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT AND REFUNDS—PROGRAM ACCOUNTANT

Name: Sam Huston
Email: samuel.huston@illinois.gov
Phone: 000-000-0000
Fax#: N/A

Address: IDCEO-ACCOUNTING OFFICE
1011 S 2ND ST
SPRINGFIELD IL 62704-3004

EXHIBIT D**PERFORMANCE MEASURES AND STANDARDS**

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will incorporate project specific performance measures within the corresponding section of the PPR. The project specific performance measures will encompass the following standardized performance measures listed below.

- Did the deliverables specified in the task list submitted pursuant to Exhibit B lead to the completion of the project described in Exhibit A?
- Given the total amount of Grant Funds available, does the percent currently drawn and expended directly correlate to the percent of the completion of the project to date?
- At the time of Award closeout, has the Grantee fulfilled the public purpose of the project stated in Exhibit A?

The Grantor reserves the right to deny any voucher request(s) at its discretion, based on lack of progress toward meeting completion goals. If the Grantee fails to meet any of the performance measures/goals, and if deemed appropriate at the discretion of the Grantor, the Grant Funds may be decreased by an amount proportionate to the size of the shortfall, and/or the Grantee may be responsible for the return of the Grant Funds in the amount specified by the Grantor. Grantor may initiate a grant modification(s) to de-obligate Grant Funds based on non-performance. The Grantee will submit grant modification requests as necessary in a timely manner, including a request to de-obligate Grant Funds in an amount that the Grantee determines will be unspent by the end of the Grant Agreement Term.

EXHIBIT E

SPECIFIC CONDITIONS

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

There were no conditions resulting from the Internal Control Questionnaire (ICQ).

Programmatic Risk Assessment

1. PRA Section:

1a. Conditions:

2. Reason Imposed:

3. Action Needed to Remove:

4. Timeframe:

5. Method for reconsideration:

Financial Stability:

Requires more detailed and more frequent programmatic reporting;

Medium or High Risk increases likelihood of non-compliance.

Entity must demonstrate ability to comply with requirements.

Agency re-examines annually.

Written Request.

PART TWO – GRANTOR-SPECIFIC TERMS

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

**ARTICLE XXIII
AUTHORIZED SIGNATORY**

23.1. Authorized Signatory. In processing this Award and related documentation, Grantor will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed in the Grantee's signature block or on **Exhibit C**. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to Grantor, the Authorized Signatory must either send written notice to Grantor indicating the name of the designee, or provide notice as set forth in **Exhibit C**. Without this notice, Grantor will reject any materials signed or submitted on the Grantee's behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated on **Exhibit C** or on the appropriate form provided by Grantor. If an Authorized Designee(s) appears on **Exhibit C**, the Grantee should verify the information and indicate any changes as necessary. Signatures of both the Authorized Signatory and the Authorized Designee are required in order for the Authorized Designee to have signature authority under this Agreement.

**ARTICLE XXIV
ADDITIONAL AUDIT PROVISIONS**

24.1. Discretionary Audit. The Grantor may, at any time and in its sole discretion, require a program-specific audit, or other audit, SAS 115/AU-C265 letters (Auditor's Communication of Internal Control Related Matters) and SAS 114/AU-C260 letters (Auditor's Communication With Those Charged With Governance).

**ARTICLE XXV
ADDITIONAL MONITORING PROVISIONS**

25.1. Cooperation with Audits and Inquiries, Confidentiality. Pursuant to ARTICLE IX, above, the Grantee is obligated to cooperate with the Grantor and other legal authorities in any audit or inquiry related to the Award. The Grantor or any other governmental authority conducting an audit or inquiry may require the Grantee to keep confidential any audit or inquiry and to limit internal disclosure of the audit or inquiry to those Grantee personnel who are necessary to support the Grantee's response to the audit or inquiry. This confidentiality requirement does not limit Grantee's right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the Grantee, pursuant to any law, regulation, or legal process, to disclose an audit or inquiry that has been deemed confidential by the Grantor or other governmental authority, the Grantee must promptly notify the entity that is conducting the audit or inquiry of such effort so that the entity that is conducting the audit or inquiry may seek a protective order, take other appropriate action, or waive compliance by the Grantee with the confidentiality requirement.

**ARTICLE XXVI
ADDITIONAL INTEREST PROVISIONS**

26.1. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to \$500 per year may be retained by the Grantee for administrative expenses unless otherwise provided in **PART THREE**. Any additional interest earned on Grant Funds above \$500 per year must be returned to the Grantor pursuant to Paragraphs 4.3 and 29.2 herein, or as otherwise instructed by the Grant Manager or as set forth in **PART THREE**. All interest earned must be expended prior to Grant Funds. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Grantor as described in Paragraphs 4.3 and 29.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in ARTICLE X herein. If applicable, the Grantor will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services

Payment Management System through the process set forth at 2 CFR 200.305(b)(12), or as otherwise directed by the federal awarding agency. The provisions of this Paragraph are inapplicable to the extent any statute, rule or program requirement provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in **PART THREE**.

**ARTICLE XXVII
ADDITIONAL BUDGET PROVISIONS**

27.1. **Restrictions on Line Item Transfers.** Unless set forth otherwise in **PART THREE** herein, Budget line item transfers within the guidelines set forth in paragraph 6.2 herein, which would not ordinarily require approval from Grantor, but result in an increase of ten percent (10%) or more to any expenditure category of the current approved Budget, are considered changes in the project scope and require Prior Approval from Grantor pursuant to 44 Ill. Admin. Code 7000.370(b).

**ARTICLE XXVIII
ADDITIONAL REPRESENTATIONS AND WARRANTIES**

28.1. **Grantee Representations and Warranties.** In connection with the execution and delivery of this Agreement, the Grantee makes the following representations and warranties to Grantor:

(a) That it has no public or private interest, direct or indirect, and will not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;

(b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;

(c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;

(d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:

(i) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or State department or agency;

(ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;

(iii) Are not presently indicted for, or otherwise criminally or civilly charged, by a government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (ii) of this certification; and

(iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity

associated with its principals or key personnel, related to a grant issued by any federal or state agency or a local government.

Any request for an exception to the provisions of this subparagraph (d) must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction; and

(e) Grantee certifies that it is not currently operating under, or subject to, any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify Grantor of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that Grantor is authorized to declare Grantee out of compliance with this Agreement and suspend or terminate the Agreement pursuant to ARTICLE XIII herein and any applicable rules.

ARTICLE XXIX

ADDITIONAL TERMINATION, SUSPENSION, BILLING SCHEDULE AND NON-COMPLIANCE PROVISIONS

29.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to ARTICLE XIII herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:

(a) Direct the Grantee to refund some or all of the Grant Funds disbursed to it under this Agreement; and

(b) Direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses.

29.2. Grant Refunds. In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.*, the Grantee must, within forty-five (45) days of the effective date of a termination of this Agreement, refund to Grantor, any balance of Grant Funds not spent or not obligated as of that date.

29.3. Grant Funds Recovery Procedures. In the event that Grantor seeks to recover from Grantee Grant Funds received pursuant to this Award that: (i) Grantee cannot demonstrate were properly spent, or (ii) have not been expended or legally obligated by the time of expiration or termination of this Award, the Parties agree to follow the procedures set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.* (GFRA), for the recovery of Grant Funds, including the informal and formal hearing requirements. All remedies available in Section 6 of the GFRA will apply to these proceedings. The Parties agree that Grantor's Administrative Hearing Rules (56 Ill. Admin. Code Part 2605) and/or any other applicable hearing rules shall govern these proceedings.

29.4. Grantee Responsibility. Grantee will be held responsible for the expenditure of all Grant Funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.339 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

29.5. Billing Schedule. In accordance with paragraph 4.8, herein Grantee must submit all payment requests to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART THREE** or Paragraph 2.3. 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 must 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 cannot be unreasonably withheld. The payment requirements of this Paragraph supersede those set forth in Paragraph 4.8.

ARTICLE XXX ADDITIONAL MODIFICATION PROVISIONS

30.1. Modifications by Operation of Law. This Agreement is subject to such modifications as the Grantor determines, in its sole discretion, may be required by changes in federal or State law or regulations applicable to this Agreement. Grantor will initiate such modifications, and Grantee will be required to agree to the modification in writing as a condition of continuing the Award. Any such required modification will be incorporated into and become part of this Agreement as if fully set forth herein. The Grantor will timely notify the Grantee of any pending implementation of or proposed amendment to any laws or regulations of which it has notice.

30.2. Discretionary Modifications. If either the Grantor or the Grantee wishes to modify the terms of this Agreement other than as set forth in ARTICLES V and VI and Paragraphs 30.1 and 30.3, written notice of the proposed modification must be given to the other Party. Modifications will only take effect when agreed to in writing by both the Grantor and the Grantee. However, if the Grantor notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the Grantor may commence a process to suspend or terminate this Award. In making an objection to the proposed modification, the Grantee must specify the reasons for the objection and the Grantor will consider those objections when evaluating whether to follow through with the proposed modification. The Grantor's notice to the Grantee must contain the Grantee name, Agreement number, Amendment number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee must submit a detailed narrative explaining why the Project cannot be completed in accordance with the terms of the Agreement and how the requested modification will ensure completion of the Grant Activities, Deliverables, Milestones and/or Performance Measures (Exhibits A, B and D).

30.3. Unilateral Modifications. The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee's funding allocation as additional funds become available for the Award during the program year covered by the Term of this Agreement.

30.4. Management Waiver. The Parties agree that the Grantor may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to non-material changes to specific provisions that the Grantor determines are necessary to place the Grantee in administrative compliance with the requirements of this Agreement. A management waiver issued after the Term of the Agreement has expired will supersede the original requirements of this Agreement that would normally require a modification of this Agreement to be executed. The Grantor will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this Paragraph.

30.5. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (Exhibits A, B and D) must be completed during the Term of the Agreement. Extensions of the Term will be granted only for good cause, subject to the Grantor's discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*), no Award may be extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Award Term or extended Award Term, as applicable, stating the reason for the extension. If Grantee provides reasonable extenuating circumstances, Grantee may request an extension of the Award Term with less than sixty (60) days remaining.

**ARTICLE XXXI
ADDITIONAL CONFLICT OF INTEREST PROVISIONS**

31.1. Bonus or Commission Prohibited. The Grantee shall not pay any bonus or commission for the purpose of obtaining the Grant Funds awarded under this Agreement.

**ARTICLE XXXII
ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS**

32.1. Equipment Management. The Grantee is responsible for replacing or repairing equipment and materials purchased with Grant Funds that are lost, stolen, damaged, or destroyed. Any loss, damage or theft of equipment and materials must be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate law enforcement authorities.

32.2. Purchase of Real Property. If permitted by the Award Budget and scope of activities provided in this Agreement, a Grantee may use the Grant Funds during the Award Term for the costs associated with the purchase of real property (as defined by 2 CFR 200.1) either through the use of reimbursement or advanced funds as permitted in Paragraph 2.3 of this Agreement for the following purposes and consistent with the Grantor's bondability guidelines and 2 CFR 200:

- (a) Cash payment of the entirety or a portion of the real property acquisition;
- (b) Cash Payment of a down payment for the acquisition;
- (c) Standard and commercially reasonable costs required to be paid at the acquisition closing (*i.e.*, closing costs); or
- (d) Payments to reduce the debt incurred by Grantee to purchase the real property.

32.3. Bonding Requirements. If Grant Funds through this Award are used for construction or facility improvement projects that exceed the Simplified Acquisition Threshold, the Grantee must comply with the minimum bonding requirements listed in 2 CFR 200.326(a) – (c). Grantor will not accept the Grantee's own bonding policy and requirements.

32.4. Lien Requirements. Grantor may direct Grantee in writing to record a lien or notice of State or federal interest on the property purchased or improved with Grant Funds. 2 CFR 200.316. If Grantor makes this direction and the Grantee does not comply, the Grantor may: (a) record the lien or notice of State or federal interest and reduce the amount of the Grant Funds by the cost of recording the lien or notice of State or federal interest, or (b) suspend this Award until Grantee complies with Grantor's direction.

**ARTICLE XXXIII
APPLICABLE STATUTES**

To the extent applicable, Grantor and Grantee shall comply with the following:

33.1. Land Trust Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant Funds will be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein. This affidavit must be filed with the Illinois Office of the Comptroller as an attachment to this Agreement.

33.2. Historic Preservation Act (20 ILCS 3420/1 et seq.). The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Department of Natural Resources, Historic Preservation Division. The Grantee must not expend Grant Funds under this Agreement for any project, activity, or program that can result in changes in the character or use of historic property, if any historic property is located in the area of potential effects without the approval of the Illinois Department of Natural Resources, Historic Preservation Division. 20 ILCS 3420/3(f).

33.3. Victims' Economic Security and Safety Act (820 ILCS 180 et seq.). If the Grantee has one (1) or more employees, it may not discharge or discriminate against an employee who is a victim of domestic or sexual violence, or who has a family or household member who is a victim of domestic or sexual violence, for taking up to the allowable amount of leave from work to address the domestic violence, pursuant to the Victims' Economic Security and Safety Act. 820 ILCS 180/20(a)(2). The Grantee is not required to provide paid leave under the Victims' Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Grantee to comply with all applicable provisions of the Victims' Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.

33.4. Equal Pay Act of 2003 (820 ILCS 112 et seq.). If the Grantee has one (1) or more employees, it is prohibited by the Equal Pay Act of 2003 from: (a) discriminating between employees by paying unequal wages on the basis of sex for doing the same or substantially similar work; (b) discriminating between employees by paying wages to an African-American employee at a rate less than the rate at which the Grantee pays wages to another employee who is not African-American for the same or substantially similar work; (c) remedying violations of the Equal Pay Act of 2003 by reducing the wages of other employees or discriminating against any employee exercising their rights under the Equal Pay Act of 2003; and (d) screening job applicants based on their current or prior wages or salary histories, or requesting or requiring a wage or salary history from an individual as a condition of employment or consideration for employment. Any failure on behalf of the Grantee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.

33.5. Steel Products Procurement Act (30 ILCS 565/1 et seq.). The Grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this Award for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565/1 et seq.).

33.6. Business Enterprise for Minorities, Women, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS 575/0.01; 775 ILCS 5/2-105). The Grantee acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, and the equal employment practices of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the Award activities to be performed under this Agreement.

33.7. Identity Protection Act (5 ILCS 179/1 et seq.) and Personal Information Protection Act (815 ILCS 530/1 et seq.). The Grantor is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, the Grantor will request social security numbers or other personal identifying information. Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, Awards. The Grantor also collects confidential information for oversight and monitoring purposes.

Furnishing personal identity information, such as a social security number, is voluntary; however, failure to provide required personal identity information may prevent an individual or organization from using the services/benefits provided by the Grantor as a result of state or federal laws, rules and regulations.

To the extent the Grantee collects or maintains protected personal information as part of carrying out the Award activities, the Grantee must maintain the confidentiality of the protected personal information in accordance with applicable law and as set forth below.

(a) **Personal Information Defined.** As used herein, "Personal Information" shall have the definition set forth in the Personal Information Protection Act, 815 ILCS 530/5 ("PIPA").

(b) **Protection of Personal Information.** The Grantee must use at least reasonable care to protect the confidentiality of Personal Information that is collected or maintained as part of the Award activities and (i) not use any Personal Information for any purpose outside the scope of the Award activities and (ii) except as otherwise authorized by the Grantor in writing, limit access to Personal Information to those of its employees, contractors, and agents who need such access for purposes consistent with the Award Activities. If Grantee provides any contractor or agent with access to Personal Information, it must require the contractor or agent to comply with the provisions of this Paragraph.

(c) **Security Assurances.** Grantee represents and warrants that it has established and will maintain safeguards against the loss and unauthorized access, acquisition, destruction, use, modification, or disclosure of Personal Information and shall otherwise maintain the integrity of Personal Information in its possession in accordance with any federal or state law privacy requirements, including PIPA. These safeguards must be reasonably designed to (i) ensure the security and confidentiality of the Personal Information, (ii) protect against any anticipated threats or hazards to the security or integrity of Personal Information, and (iii) protect against unauthorized access to or use of Personal Information. Additionally, Grantee will have in place policies, which provide for the secure disposal of documents and information which contain Personal Information, including but not limited to shredding documents and establishing internal controls over the authorized access to such information. 815 ILCS 530/40.

(d) **Breach Response.** In the event of any unauthorized access to, unauthorized disclosure of, loss of, damage to or inability to account for any Personal Information (a "Breach"), Grantee agrees that it will promptly, at its own expense: (i) report such Breach to the Grantor by telephone with immediate written confirmation sent by e-mail, describing in detail any accessed materials and identifying any individual(s) who may have been involved in such Breach; (ii) take all actions necessary or reasonably requested by the Grantor to stop, limit or minimize the Breach; (iii) restore and/or retrieve, as applicable, and return all Personal Information that was lost, damaged, accessed, copied or removed; (iv) cooperate in all reasonable respects to minimize the damage resulting from such Breach; (v) provide any notice to Illinois residents as required by 815 ILCS 530/10, 815 ILCS 530/12 or applicable federal law, in consultation with the Grantor; and (vi) cooperate in the preparation of any report related to the Breach that the Grantor may need to present to any governmental body.

(e) **Injunctive Relief.** Grantee acknowledges that, in the event of a breach of this Paragraph, Grantor will likely suffer irreparable damage that cannot be fully remedied by monetary damages. Accordingly, in addition to any remedy which the Grantor may possess pursuant to applicable law, the Grantor retains the right to seek and obtain injunctive relief against any such breach in any Illinois court of competent jurisdiction.

(f) **Compelled Access or Disclosure.** The Grantee may disclose Personal Information if it is compelled by law, regulation, or legal process to do so, provided the Grantee gives the Grantor at least ten (10) days' prior notice of such compelled access or disclosure (to the extent legally permitted) and reasonable assistance if the Grantor wishes to contest the access or disclosure.

**ARTICLE XXXIV
ADDITIONAL MISCELLANEOUS PROVISIONS**

34.1. Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes. The Grantee must provide Workers' Compensation insurance where the same is required and accepts full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

34.2. Required Notice. Grantee agrees to give prompt notice to the Grantor of any event that may materially affect the performance required under this Agreement. Any notice or final decision by Grantor relating to (a) a Termination or Suspension (ARTICLE XIII), (b) Modifications, Management Waivers or Term Extensions (ARTICLE XXX) or (c) Assignments (Paragraph 22.2) must be executed by the Director of the Grantor or her or his authorized designee.

**ARTICLE XXXV
ADDITIONAL REQUIRED CERTIFICATIONS**

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

35.1. Sexual Harassment. The Grantee certifies that it has written sexual harassment policies that must include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by Sections 6-101 and 6-101.5 of the Illinois Human Rights Act. 775 ILCS 5/2-105(A)(4). A copy of the policies must be provided to the Grantor upon request.

35.2. Federal, State and Local Laws; Tax Liabilities; State Agency Delinquencies. The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. If Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor will disburse Grant Funds only if the Grantee enters into an installment payment agreement with the applicable tax authority and remains in good standing with that authority. Grantee is required to tender a copy of all relevant installment payment agreements to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. **The execution of this Agreement by the Grantee is its certification that: (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.**

35.3. Lien Waivers. If applicable, the Grantee must monitor construction to assure that necessary contractors' affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

35.4. Grant for the Construction of Fixed Works. Grantee certifies that all Projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement will 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

Agreement No. 25-203186

construction of the Projects, Grantee must comply with the requirements of the Prevailing Wage Act including, but not limited to: (a) paying the prevailing rate of wages required by the Illinois Department of Labor, or a court on review, to all laborers, workers and mechanics performing work with Grant Funds provided through this Agreement, (b) 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 Project must be paid to all laborers, workers, and mechanics performing work under this Award; and (c) requiring all bonds of contractors to include a provision as will guarantee the faithful performance of the prevailing wage clause as provided by contract.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

PART THREE – PROJECT-SPECIFIC TERMS

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

**ARTICLE XXXVI
REPORT DELIVERABLE SCHEDULE**

36.1. External Audit Reports. External Audit Reports may be required. Refer to ARTICLE XII of this Agreement to determine whether you are required to submit an External Audit Report and the applicable due date.

36.2. Annual Financial Reports. Annual Financial Reports may be required. Refer to Paragraph 12.2 of this Agreement to determine whether you are required to submit Annual Financial Reports.

36.3. Required Periodic Reports. Below is the required periodic reporting schedule for this Award.

March 2026

- Quarterly Periodic Financial Report (03/30/2026) - Covering Period of 12/01/2025 - 02/28/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (03/30/2026) - Covering Period of 12/01/2025 - 02/28/2026; Send To: Grant Manager

June 2026

- Quarterly Periodic Financial Report (06/30/2026) - Covering Period of 03/01/2026 - 05/31/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (06/30/2026) - Covering Period of 03/01/2026 - 05/31/2026; Send To: Grant Manager

September 2026

- Quarterly Periodic Financial Report (09/30/2026) - Covering Period of 06/01/2026 - 08/31/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (09/30/2026) - Covering Period of 06/01/2026 - 08/31/2026; Send To: Grant Manager

December 2026

- Quarterly Periodic Financial Report (12/30/2026) - Covering Period of 09/01/2026 - 11/30/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (12/30/2026) - Covering Period of 09/01/2026 - 11/30/2026; Send To: Grant Manager

March 2027

- Quarterly Periodic Financial Report (03/30/2027) - Covering Period of 12/01/2026 - 02/28/2027; Send To: Grant Manager
- Quarterly Periodic Performance Report (03/30/2027) - Covering Period of 12/01/2026 - 02/28/2027; Send To: Grant Manager

June 2027

- Quarterly Periodic Financial Report (06/30/2027) - Covering Period of 03/01/2027 - 05/31/2027; Send To: Grant Manager
- Quarterly Periodic Performance Report (06/30/2027) - Covering Period of 03/01/2027 - 05/31/2027; Send To: Grant Manager

September 2027

- Quarterly Periodic Financial Report (09/30/2027) - Covering Period of 06/01/2027 - 08/31/2027; Send To: Grant Manager
- Quarterly Periodic Performance Report (09/30/2027) - Covering Period of 06/01/2027 - 08/31/2027; Send To: Grant Manager

December 2027

- Quarterly Periodic Financial Report (12/30/2027) - Covering Period of 09/01/2027 - 11/30/2027; Send To: Grant Manager
- Quarterly Periodic Performance Report (12/30/2027) - Covering Period of 09/01/2027 - 11/30/2027; Send To: Grant Manager

January 2028

- End of grant Closeout Financial Report (01/14/2028) - Covering Period of 12/01/2025 - 11/30/2027; Send To: Grant Manager
- End of grant Closeout Performance Report (01/14/2028) - Covering Period of 12/01/2025 - 11/30/2027; Send To: Grant Manager

36.4. Changes to Reporting Schedule. Changes to the schedules for periodic reporting, the external audit reports and the annual financial reports do not require a formal modification to this Agreement pursuant to Paragraph 22.4 and ARTICLE XXX, and may be changed unilaterally by the Grantor if necessitated by a change in the project schedule or at the discretion of the Grantor. The Grantee may not modify the reporting deliverable schedules in ARTICLES X, XI, XII and XXXVI unilaterally, and must obtain prior written approval from Grantor or the Grant Accountability and Transparency Unit of the Governor's Office of Management and Budget, if applicable, to change any reporting deadlines.

**ARTICLE XXXVII
GRANT-SPECIFIC TERMS/CONDITIONS**

37.1. Funding. If this Award is bond-funded, all expenditures shall be in accordance with all applicable bondability guidelines.

37.2. Use of Real Property. Grantee shall use any real property acquired, constructed or improved with Grant Funds pursuant to this Agreement to provide the programs and services specified herein for at least the Award Term stated in Paragraph 2.1. Grantee shall comply with the real property use and disposition requirements set forth in 2 CFR 200.311.

37.3. Projects Requiring External Sign-offs.

- (1) Pursuant to applicable statute(s), this Award requires sign-off by the following State agency(ies). **The status of the sign-off is indicated as of the date the Award is sent to the Grantee for execution:**

AGENCY	SIGN-OFF	SIGN-OFF
	RECEIVED	OUTSTANDING
_____ Illinois State Historic Preservation Office	_____	_____
_____ Illinois Dept. of Agriculture	_____	_____
_____ Illinois Dept. of Natural Resources	_____	_____
_____ Illinois Environmental Protection Agency	_____	_____
X _____ NONE APPLICABLE	_____	_____

While **any** external sign-off is outstanding, the provisions of Item (3), immediately below apply with respect to the disbursement of funds under this Award.

NOTE: The fact that a sign-off has been received in no way relieves the Grantee of its obligation to comply with any conditions or requirements conveyed by the applicable agency(ies) in conjunction with the issuance of the sign-off for the project funded under this Agreement.

- (2) For projects subject to review by the Illinois Environmental Protection Agency (IEPA), the Grantee must, prior to construction, obtain a construction permit or “authorization to construct” from the IEPA pursuant to the provisions of the Environmental Protection Act, 415 ILCS 5/1 *et seq.*

(3) External Sign-Off Provisions:

- a.) The Project described in Exhibit A and funded under this Agreement is subject to review by the external agency(ies) indicated in Item (1) immediately above. Grantee must comply with requirements established by said agency(ies) relative to their respective reviews. **Any requirements communicated to the Grantor shall be incorporated into this Agreement as follows: as an attachment to this Agreement (immediately following PART THREE) at the time of the Agreement execution.** The Grantee is contractually obligated to comply with such requirements.
- b.) Grantee is responsible for coordinating directly with the applicable external agency(ies) relative to said reviews. Except as specifically provided below, the Grantor’s obligation to disburse funds under this Agreement is contingent upon notification by the applicable agency(ies) that all requirements applicable to the project described in this Agreement have been satisfied. Upon receipt of said notification, disbursement of the Grant Funds shall be authorized in accordance with the provisions of Paragraph 2.3 herein.
- c.) Prior to notification of compliance by the applicable external agency(ies), the Grantee may request disbursement of funds **only** for the following purposes: administrative, contractual, legal, engineering, or architectural costs incurred which are necessary to allow for compliance by the Grantee of requirements established by the external agency(ies). **FUNDS WILL NOT BE DISBURSED FOR LAND ACQUISITION OR ANY TYPE OF CONSTRUCTION OR OTHER ACTIVITY**

WHICH PHYSICALLY IMPACTS THE PROJECT SITE PRIOR TO RECEIPT BY THE GRANTOR OF THE REQUIRED NOTIFICATION FROM ALL APPLICABLE AGENCIES.

- d.) If external sign-offs are indicated in this paragraph 37.3, disbursement of Grant Funds (whether advance or scheduled) are subject to the restrictions set forth by the External Sign-Off Provisions of this paragraph 37.3. Upon receipt of all required sign-offs, the Grantor's Accounting Division will be notified of authorization to disburse Grant Funds in accordance with the disbursement method indicated herein.

37.4. Prevailing Wage Act Compliance. The work to be performed under this Agreement is subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*). Grantee shall comply with all requirements of the Prevailing Wage Act, including but not limited to: (a) inserting into all contracts for construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project 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 and (b) all required reporting and documentation.

37.5. Compliance with Illinois Works Jobs Program Act. Grantee must comply with requirements in the Illinois Works Jobs Program Act (30 ILCS 559/Art. 20). For Awards with an estimated total project cost of \$500,000 or more, the Grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules (*see* 14 Ill. Admin. Code Part 680). The "estimated total project cost" is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. Grantee must submit a Budget Supplement Form (available on the Grantor's website) to the Grantor within ninety (90) days of the execution of this Award. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Of this goal, at least half of those apprenticeship hours shall be performed by graduates of the Illinois Works Pre-apprenticeship Program, the Illinois Climate Works Pre-apprenticeship Program, or the Highway Construction Careers Training Program. Grantee is permitted to seek from the Grantor a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The Grantee must ensure compliance for the life of the entire project, including during the term of the Award and after the Term ends, if applicable, and will be required to report on and certify its compliance.

37.6. Compliance with Business Enterprise Program. If applicable to this Grant, Grantee acknowledges that it is required to comply with the Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act ("BEP") (30 ILCS 575/0.01 *et seq.*), which establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. Grantee shall maintain compliance with the BEP Utilization Plan submitted in conjunction with the Agreement and shall comply with all reporting requirements.

37.7. Compliance with the Employment of Illinois Workers on Public Works Act: In a period of excessive unemployment rates, Grantees (1) constructing or building any public works or (2) cleaning-up and disposing on-site of hazardous waste, and that clean-up or on-site disposal is funded or financed in whole or in part with State funds or funds administered by the State, are required to employ at least 90% Illinois laborers on such project. For projects involving clean-up and on-site disposal of hazardous waste, emergency response or immediate removal activities are excluded. This requirement applies to all labor whether skilled, semi-skilled or unskilled, whether manual or non-manual. A period of excessive unemployment rates is defined as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures. Any public works project financed in whole or in part by federal funds

administered by the State of Illinois is covered under the provisions of this requirement, to the extent permitted by any applicable federal law or regulation. (30 ILCS 570). Grantee may receive an exception from this requirement by submitting a request and supporting documents certifying that Illinois laborers are either not available or are incapable of performing the particular type of work involved. The certification must: (a) be submitted to the agency within the first quarter of the Contract Term; (b) provide sufficient support that demonstrates the exception is met; (c) be signed by an authorized signatory of the contractor; and (d) be approved by the agency.

37.8. Interest on Grant Funds for this Award. Because this Award may be subject to the Grantor's bondability guidelines, Grantee must comply with the interest requirements contained in Paragraph 4.7 and is not permitted to retain interest earned on Grant Funds, as stated in Paragraph 26.1, unless specifically notified by Grantor that Grantee may do so.

**ARTICLE XXXVIII
BOND FUNDED GENERAL GRANT PROVISIONS**

38.1. Bond Funded General Grant Provisions. It is the intent of the State that all or a portion of the costs of this Project will be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the State.

PROPOSED RESOLUTION NO. 10-'26**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A LETTER AGREEMENT WITH THE ST. CLAIR COUNTY HIGHWAY DEPARTMENT FOR REIMBURSEMENT OF FEES FOR ENGINEERING SERVICES FOR ROAD IMPROVEMENTS TO ASHLAND AVENUE, PHASE 1, FROM OLD COLLINSVILLE ROAD TO JOSEPH DRIVE**

WHEREAS, the St. Clair County Highway Department and the City of Fairview Heights are interested in improving Ashland Avenue from Old Collinsville Road to Joseph Drive, and

WHEREAS, the St. Clair County Highway Department, as the lead agency, has obtained an Agreement for Professional Services from Gonzalez Companies, LLC for the preparation of plats, plans and specifications for a fee of Ninety-nine Thousand Seven Hundred Thirty Dollars and No Cents (\$99,730.00), and

WHEREAS, the City of Fairview Heights agrees to reimburse the St. Clair County Highway Department one half of Gonzalez Companies, LLC's fee in the amount of Forty-nine Thousand Eight Hundred Sixty-five Dollars and No Cents (\$49,865.00).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS:

That the Mayor be and is hereby authorized to enter into, on behalf of the City, a Letter Agreement with the St. Clair County Highway Department for reimbursement of one half of Gonzalez Companies, LLC's fee in the amount of FORTY-NINE THOUSAND EIGHT HUNDRED SIXTY-FIVE DOLLARS AND NO CENTS (\$49,865.00) for the preparation of plats, plans and specifications for improvements to Ashland

Avenue, Phase 1, from Old Collinsville Road to Joseph Drive per the Letter Agreement attached hereto, made a part hereof, and marked "Exhibit A."

This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

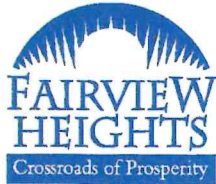
PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK



CITY OF FAIRVIEW HEIGHTS

10025 Bunkum Road ♦ Fairview Heights, Illinois 62208 ♦ Phone: (618) 489-2000 ♦ www.cofh.org

LETTER AGREEMENT

TO: ST. CLAIR COUNTY HIGHWAY DEPARTMENT
NORM ETLING, P.E. COUNTY ENGINEER
14151 NORTH BELT WEST
BELLEVILLE, IL 62226

DATE: January 20, 2026

This Letter Agreement ("AGREEMENT") is made and entered into as of _____ by and between ST. CLAIR COUNTY, IL ("COUNTY") and THE CITY OF FAIRVIEW HEIGHTS ("CITY").

WHEREAS, COUNTY and CITY in order to facilitate the free flow of traffic and increase safety to the motoring public are interested in improving St. Clair County H59 from its approximate intersection with Old Collinsville Road to Joseph Drive by means of concrete patching and asphalt overlay and,

NOW, THEREFORE, BE IT RESOLVED BY COUNTY AND CITY AS FOLLOWS:

COUNTY, as lead applying agency, will enter into a contract with GONZALES COMPANIES, LLC to prepare, or cause to be prepared, plats, plans and specifications in order for the improvements to be built on behalf of both COUNTY and CITY.

CITY, as partnering entity, will reimburse COUNTY for one half of the fees invoiced to COUNTY from GONZALES COMPANIES, LLC for the work associated with preparing and said plats, plans and specifications.

As St. Clair County H59 is a county route that resides within the jurisdictional boundaries of the City of Fairview Heights, Illinois, CITY will provide GONZALEZ COMPANIES, LLC the following support material:

1. Any local information specific to the St. Clair County H59 corridor and its intersecting streets that the CITY may have in its possession.

CITY OF FAIRVIEW HEIGHTS

ST. CLAIR COUNTY

SIGNATURE

SIGNATURE

PRINT NAME

PRINT NAME

[RETURN TO AGENDA](#)

Local Public Agency Engineering Services Agreement

Using Federal Funds? ☐ Yes ☒ No	Agreement For MFT PE	Agreement Type Original
--	-------------------------	----------------------------

LOCAL PUBLIC AGENCY

Local Public Agency St. Clair County	County St. Clair	Section Number 25-00308-04-RS	Job Number
Project Number	Contact Name Norm Etling, P.E.	Phone Number (618) 233-1392	Email Norm.Etling@co.st-clair.il.us

SECTION PROVISIONS

Local Street/Road Name Ashland Avenue	Key Route FAU 9163	Length 0.5 Mi	Structure Number N/A
Location Termini Joseph Drive to Old Collinsville Road			Add Location Remove Location

Project Description The proposed improvements to Ashland Ave will consist of patching to repair damaged and distressed pavement followed by a hot-mix asphalt overlay and pavement marking. Selective areas of curb & gutter and sidewalk will be repaired with curb ramps reconstructed to maintain ADA compliance.

Engineering Funding	☒ MFT/TBP ☐ State ☒ Other	Local
Anticipated Construction Funding	☒ Federal ☒ MFT/TBP ☐ State ☒ Other	Local

AGREEMENT FOR

☒ Phase I - Preliminary Engineering	☒ Phase II - Design Engineering
---	---

CONSULTANT

Prime Consultant (Firm) Name Gonzalez Companies, LLC	Contact Name Jon Schaller	Phone Number (618) 222-2221	Email jschaller@gocos.net
Address 525 West Main Street, Suite 125	City Belleville	State IL	Zip Code 62220

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

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

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge Contractor	A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist
- ☐ EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514)
- ☐ EXHIBIT ____ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- ☒ EXHIBIT D: Professional Service Rates
- ☒ EXHIBIT E: Consultant's Manhour Estimate
- ☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

(1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.

(2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

☐ Percent

☐ Lump Sum

☒ Specific Rate \$99,730.00 (Maximum Fee \$150,000)

☐ Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

- To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
- This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;

- (2) The grantee's or contractor's policy to maintain a drug free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance program; and
- (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 11. For Preliminary Engineering Contracts:
 - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Gonzalez Companies, LLC	43-1872209	\$99,730.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		
Prime Consultant Total		\$99,730.00
Total for all work		\$99,730.00

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The Local Public Agency Type County of Local Public Agency St. Clair County

By (Signature & Date)

By (Signature & Date)

Local Public Agency St. Clair County Local Public Agency Type County Clerk

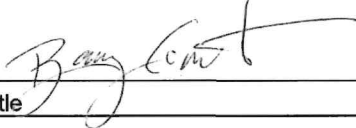
Title

(SEAL)

Executed by the ENGINEER:

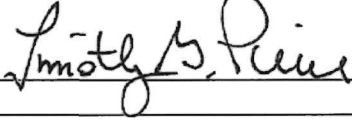
Attest: Prime Consultant (Firm) Name Gonzalez Companies, LLC

By (Signature & Date)

 12/19/2025

Title President

By (Signature & Date)

 12/19/2025

Title Chief Financial Officer

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
St. Clair County	Gonzalez Companies, LLC	St. Clair	25-00308-04-RS

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

TASK 1 SURVEY

ENGINEER will perform a topographic survey in sufficient detail to prepare construction documents for the PROJECT, including establishment of horizontal control points and vertical benchmarks within the project site. ENGINEER will process the data collected through the topographic survey and prepare drawings for use in the design tasks discussed below. ENGINEER will perform property research to obtain plats and/or deed documents as necessary for the definition of parcels within PROJECT corridor. ENGINEER will perform sufficient boundary survey work for the delineation of existing parcels and right-of-way along the project corridor. ENGINEER will plot the boundary lines and determine ownership of each parcel along the project corridor.

TASK 2 PROJECT DEVELOPMENT REPORT

ENGINEER will prepare a Project Development Report and supporting documentation as required by the DEPARTMENT. Anticipated supporting documentation includes an Environmental Survey Request, Preliminary Environmental Site Assessment, and attendance at one (1) public meeting.

TASK 3 PRELIMINARY PLANS

Upon completion of the work described in TASKS 1-2, the ENGINEER will develop a preliminary design within the project corridor for the various improvements as indicated in project description. Upon completion of the preliminary design, it is anticipated that the ENGINEER and LPA will review the preliminary design in one (1) progress meeting. Based upon the comments received on the preliminary design from the LPA, the ENGINEER will revise the preliminary design and resubmit to the LPA for additional review and one (1) follow up meeting. Upon the second review meeting, the ENGINEER will make changes one final time prior to preparation of the preliminary plans. Based upon the comments received on the revised preliminary design from LPA, the ENGINEER will prepare the preliminary plans, with typical sections, plan & profile sheets, schedules, details, and special provisions.

Preliminary plans will be submitted to the DEPARTMENT and the LPA for review and comment prior to moving to TASK 4 – FINAL PLANS.

TASK 4 FINAL PLANS

Final plans for the improvements associated with the project will include addressing any comments received from the DEPARTMENT and LPA on the preliminary plans as well as finalizing the cover sheet, general notes, summary of quantities, typical sections, plan & profile sheets, schedules, details, and special provisions developed under TASK 3. In addition, ENGINEER will prepare the estimate of cost and estimate of time, and other DEPARTMENT required documentation for the purpose of bidding of the project. ENGINEER will provide final plans and bidding documents to the DEPARTMENT for approval.

ENGINEER will coordinate the proposed improvements with known utility companies by sending plans via email after review and approval of the preliminary plans developed in TASK 3, as well as upon completion of the final plans prepared in TASK 4. It is anticipated that the respective utility companies will review these plans and determine if conflicts exist with their utilities. If conflicts exist, relocation of the utilities may be required.

TASK 5 ADDITIONAL WORK

ENGINEER will perform additional work, as requested by the LPA. Additional work (TASK 5), if required, will be performed and billed in accordance with the Professional Service Rates current at the time of work.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
St. Clair County	Gonzalez Companies, LLC	St. Clair	25-00308-04-RS

ASSUMPTIONS AND CLARIFICATIONS

It is assumed any pavement cores and/or geotechnical report will be provided by the LPA.
It is assumed there will be one (1) review of prefinal plans by IDOT followed by a final plan submittal.
It is assumed the ENGINEER will tie-in visible and marked utilities based upon a Joint Utility Locating Information for Excavators (JULIE) call. If utilities are not marked and additional efforts are required to coordinate utility markings, or survey of potholed utilities is required, this work will be included as TASK 5 Additional Work.
Survey and drafts of proposed right-of-way dedications or easement are not included in the Agreement.
Shop drawing review, bidding services, or other construction phase services by the ENGINEER are not included in the Agreement.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
St. Clair County	Gonzalez Companies, LLC	St. Clair	25-00308-04-RS

**EXHIBIT B
PROJECT SCHEDULE**

Topographic Survey - 8 weeks
 Boundary Survey - 8 weeks
 Draft Project Development Report - 8 weeks
 IDOT Review - 4-6 Weeks
 Final Project Development Report - 8 weeks
 Preliminary Plans - 8weeks
 IDOT Review - 4-6 weeks
 Final Plans - 8 weeks
 IDOT Review 4-6 weeks
 Bidding - 4 weeks

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
St. Clair County	Gonzalez Companies, LLC	St. Clair	25-00308-04-RS

**Exhibit C
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	☐	☐
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	☐	☐
3	Was the scope of services for this project clearly defined?	☐	☐
4	Was public notice given for this project?	☐	☐
5	Do the written QBS policies and procedures cover conflicts of interest?	☐	☐
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	☐	☐
7	Do the written QBS policies and procedures discuss the methods of evaluation?	☐	☐
Project Criteria		Weighting	
8	Do the written QBS policies and procedures discuss the method of selection?	☐	☐
Selection committee (titles) for this project			
Top three consultants ranked for this project in order			
1			
2			
3			
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	☐	☐
10	Were negotiations for this project performed in accordance with federal requirements.	☐	☐
11	Were acceptable costs for this project verified?	☐	☐
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	☐	☐
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	☐	☐
14	QBS according to State requirements used?	☐	☐
15	Existing relationship used in lieu of QBS process?	☐	☒
16	LPA is a home rule community (Exempt from QBS).	☐	☐



2025 PROFESSIONAL SERVICE RATES

<u>Employee Classification</u>	<u>Rate</u>
Principal I	\$295
Project Manager XII	\$290
Project Manager XI	\$280
Project Manager X	\$270
Project Manager IX	\$260
Project Manager VIII	\$250
Project Manager VII	\$240
Project Manager VI	\$230
Project Manager V	\$220
Project Manager IV	\$210
Project Manager III	\$200
Project Manager II	\$190
Project Manager I	\$180
Survey Manager	\$165
Senior Structural Engineer III	\$190
Senior Structural Engineer II	\$185
Senior Structural Engineer I	\$175
Project Engineer XI	\$200
Project Engineer X	\$195
Project Engineer IX	\$185
Project Engineer VIII	\$175
Project Engineer VII	\$165
Project Engineer VI	\$155
Project Engineer V	\$145
Project Engineer IV	\$135
Project Engineer III	\$125
Project Engineer II	\$115
Project Engineer I	\$105
Survey Technician IV	\$110
Survey Technician III	\$105
Survey Technician II	\$95
Survey Technician I	\$85
Technician X	\$162
Technician IX	\$157
Technician VIII	\$142
Technician VII	\$132
Technician VI	\$122
Technician V	\$112
Technician IV	\$102
Technician III	\$92
Technician II	\$82
Technician I	\$72

Direct Costs

Mileage	IRS Current Standard Rate
Other Direct Costs	15% Markup
Subconsultant Costs	15% Markup

10/8/25

Ashland Avenue Improvements

MANHOUR ESTIMATE

PREPARED BY: JAS

QA'ED BY:

ROW ID	PHASES, TASKS AND MILESTONES	Project Manager VIII	Project Engineer VI	Survey Manager	Survey Technician IV	Project Engineer IV	HOURS	LABOR	SUBS AND ODCS	MARKUP (SEE TAB 1)	SUBTOTAL
1.00	Survey (2,640')										
1.01	Research and Coordination			8	2		10	\$ 1,540.00	\$ -	\$ -	\$ 1,540.00
1.02	Horizontal and Vertical Control				4		4	\$ 440.00	\$ -	\$ -	\$ 440.00
1.03	Topographic Survey				40		40	\$ 4,400.00	\$ -	\$ -	\$ 4,400.00
1.04	Process Data, Draw Linework and Create Surface					40	40	\$ 5,400.00	\$ -	\$ -	\$ 5,400.00
1.05	Land Ties for Control Points				4		4	\$ 440.00	\$ -	\$ -	\$ 440.00
1.06	Boundary Survey			24	40		64	\$ 8,360.00	\$ -	\$ -	\$ 8,360.00
1.07	Right-of-Way and Easements (NOT INCLUDED)						0	\$ -	\$ -	\$ -	\$ -
1.08	QA	8					8	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
1.09							0	\$ -	\$ -	\$ -	\$ -
SUM	SUMMARY	8	0	32	90	40	170	\$ 22,580.00	\$ -	\$ -	\$ 22,580.00
2.00	Project Development Report										
2.01	Preliminary Alignment Exhibits and Project Data	2	4			8	14	\$ 2,200.00	\$ -	\$ -	\$ 2,200.00
2.02	Initial Coordination Meeting	2	4			8	14	\$ 2,200.00	\$ -	\$ -	\$ 2,200.00
2.03	Environmental Survey Request	4	8			16	28	\$ 4,400.00	\$ -	\$ -	\$ 4,400.00
2.04	Preliminary Environmental Site Assessment	2	2			8	12	\$ 1,890.00	\$ -	\$ -	\$ 1,890.00
2.05	Draft Project Development Report	2	8			8	18	\$ 2,820.00	\$ -	\$ -	\$ 2,820.00
2.06	Project Development Report Exhibits	2	8			8	18	\$ 2,820.00	\$ -	\$ -	\$ 2,820.00
2.07	Public Involvement	4	4			4	12	\$ 2,160.00	\$ -	\$ -	\$ 2,160.00
2.08	Incorporate Revisions and Final Report Prep	2	8			8	18	\$ 2,820.00	\$ -	\$ -	\$ 2,820.00
2.09	QA	8					8	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
2.10							0	\$ -	\$ -	\$ -	\$ -
SUM	SUMMARY	28	48	0	0	68	142	\$ 23,310.00	\$ -	\$ -	\$ 23,310.00
3.00	Preliminary Plans										
3.01	Horizontal and Vertical Alignment	2	8			8	18	\$ 2,820.00	\$ -	\$ -	\$ 2,820.00
3.02	Pavement Design and Typical Section	2	4			8	14	\$ 2,200.00	\$ -	\$ -	\$ 2,200.00
3.03	Plan & Profile Sheets	4	8			16	28	\$ 4,400.00	\$ -	\$ -	\$ 4,400.00
3.04	Sidewalk, Curb Ramp, & ADA Details	2	8			16	26	\$ 3,900.00	\$ -	\$ -	\$ 3,900.00
3.05	Misc. Details	2	8			16	26	\$ 3,900.00	\$ -	\$ -	\$ 3,900.00
3.06	Removal Plan	2	4			8	14	\$ 2,200.00	\$ -	\$ -	\$ 2,200.00
3.07	Schedule of Quantities	2	8			8	18	\$ 2,820.00	\$ -	\$ -	\$ 2,820.00
3.08	Summary of Quantities	2	8			8	18	\$ 2,820.00	\$ -	\$ -	\$ 2,820.00
3.09	General Notes and Cover Sheet	1	2			4	7	\$ 1,100.00	\$ -	\$ -	\$ 1,100.00
3.10	Coordination with Client on Design Details	4	4			8	14	\$ 2,200.00	\$ -	\$ -	\$ 2,200.00
3.11	Coordination on IDOT Submittals	2	4			8	14	\$ 2,200.00	\$ -	\$ -	\$ 2,200.00
3.12	QA	8					8	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
3.13							0	\$ -	\$ -	\$ -	\$ -
SUM	SUMMARY	33	66	0	0	100	199	\$ 31,980.00	\$ -	\$ -	\$ 31,980.00
4.00	Final Plans										
4.01	Meeting with Client to Review Plans	4	4			16	8	\$ 1,620.00	\$ -	\$ -	\$ 1,620.00
4.02	Incorporate Revisions and Finalize Plans	4	8			16	28	\$ 4,400.00	\$ -	\$ -	\$ 4,400.00
4.03	Utility Coordination	2	2			8	8	\$ 1,350.00	\$ -	\$ -	\$ 1,350.00
4.04	Special Provisions	2	4			8	14	\$ 2,200.00	\$ -	\$ -	\$ 2,200.00
4.05	Calculate Quantities	1	2			4	7	\$ 1,100.00	\$ -	\$ -	\$ 1,100.00
4.06	Check & Finalize Schedule of Quantities	1	4			4	9	\$ 1,410.00	\$ -	\$ -	\$ 1,410.00
4.07	Check & Finalize Summary of Quantities	1	4			4	9	\$ 1,410.00	\$ -	\$ -	\$ 1,410.00
4.08	Estimate of Cost	1	2			2	5	\$ 830.00	\$ -	\$ -	\$ 830.00
4.09	Estimate of Time	1	2			2	5	\$ 830.00	\$ -	\$ -	\$ 830.00
4.10	Finalize Bid Package	2	4			2	8	\$ 1,390.00	\$ -	\$ -	\$ 1,390.00
4.11	Coordination on IDOT Submittals and Disposition	2	4			8	14	\$ 2,200.00	\$ -	\$ -	\$ 2,200.00
4.12	QA	8					8	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
4.13							0	\$ -	\$ -	\$ -	\$ -
SUM	SUMMARY	29	40	0	0	54	123	\$ 20,740.00	\$ -	\$ -	\$ 20,740.00
5.00	Bidding Assistance										
5.01	Questions / Addenda	2	4				6	\$ 1,120.00	\$ -	\$ -	\$ 1,120.00
5.02							0	\$ -	\$ -	\$ -	\$ -
SUM	SUMMARY	2	4	0	0	0	6	\$ 1,120.00	\$ -	\$ -	\$ 1,120.00
TOTAL		100	156	32	90	262	640	\$ 99,730.00	\$ -	\$ -	\$ 99,730.00

10/8/2025 8:52 AM