

**KENDALL COUNTY BOARD AGENDA  
ADJOURNED JUNE MEETING**

**Kendall County Office Building, Rooms 209 & 210, Yorkville IL 60560  
Tuesday, August 2, 2022 at 6:00 p.m.**

1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of Agenda
5. Special Recognition
  - A. Approval of Proclamation Declaring August 6, 2022 as Joe Berenyi Day
  - B. Special Recognition of Newark High School State FFA Degree Recipients KJ Friestad, Jaquelin Harvey, Ty Steffen and Carter Westphal
6. Public Comment
7. Consent Agenda
  - A. Standing Committee Minutes Approval
  - B. Approval of Claims in an amount not to exceed \$ 2,916,644.32
  - C. Approval of Proclamation Recognizing Pretrial, Probation and Parole Officers Week July 18-24, 2022
  - D. Approve Chicago HIDTA NARCINT/Domestic Highway Enforcement Initiative Administrative Assistant Service contract amendment with Kendall County as the Fiduciary Agent effective October 15, 2022 through October 14, 2023, in the annual amount of \$72,471.00.
  - E. Approve Chicago HIDTA Security Officer and Facility Manager Service contract with Kendall County as the Fiduciary Agent effective August 5, 2022 through August 4, 2024 at a rate of \$35.00 an hour.
8. Old Business
9. New Business
  - A. Approval of a Hazard Mitigation Plan Consulting Agreement between the County and American Environmental Corporation not to exceed \$49,957.30 and paid by IEMA
  - B. Discussion and Approval of an Ordinance Establishing the Method of Determining the Terms of County Board Members to be Elected on November 8, 2022 and Thereafter Until the Next Decennial Reapportionment
10. Elected Official & Other Department Reports
11. Standing Committee Reports
  - A. Finance
    1. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with OHS Band Boosters Inc. for the amount of \$8,311.75
    2. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with The Conservation Foundation for the amount of \$25,000
  - B. Planning Building & Zoning
    1. Approval of a Certified Local Government Grant for an Historic Structure Survey in Unincorporated Kendall and Bristol Townships; Grant Amount is \$29,750 and County's Match is \$12,750 for a Total Project Cost of \$42,500
    2. Approval to Accept the Lowest Bid from Wiss, Janney, Elstner Associates, Inc. (WJE) to Conduct the Historic Structure Survey in Unincorporated Kendall and Bristol Townships in an Amount Not to Exceed \$42,500 and to Approve a Contract with Wiss, Janney, Elstner Associates, Inc. (WJE) to Conduct the Historic Structure Survey
  - C. Animal Control
    1. Approval to increase the salary for the Animal Control Kennel Manager and Animal Control Officer to \$20.00 per hour
12. Special Committee Reports
13. Other Business
14. Chairman's Report

**APPOINTMENT(S)**

Don Marrone – Merit Commission – 3 year term – Expires August 2026

15. Public Comment
16. Questions from the Press
17. Executive Session
18. Adjournment

If special accommodations or arrangements are needed to attend this County meeting, please contact the Administration Office at 630-553-4171, a minimum 24-hours prior to the meeting time.

**COUNTY OF KENDALL, ILLINOIS**  
**BUDGET & FINANCE COMMITTEE**  
**Meeting Minutes for Thursday, July 14, 2022**

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**Call to Order** – Due to the absence of Committee Chair Matt Kellogg, Committee Member Gengler called the Budget and Finance Committee to order at 4:00p.m

**Roll Call**

<b>Attendee</b>	<b>Status</b>	<b>Arrived</b>	<b>Left Meeting</b>
Amy Cesich	Present		
Brian DeBolt	Yes		
Scott Gengler	Here		
Scott Gryder	Absent		
Matt Kellogg	Absent		

**Others Present** – Latreese Caldwell, Jennifer Karales, Scott Koeppel

**Approval of Agenda** - Member DeBolt made a motion to approve the agenda, second by Member Cesich. **With three members present voting aye, the motion carried by a vote of 3-0.**

**Approval to Forward Claims** – Member Cesich made a motion to forward the claims to the County Board for approval, second by Member DeBolt. **With three members present voting aye, the motion carried by a vote of 3-0.**

**Department Head and Elected Official Reports** – Scott Koeppel asked the committee to review the draft County Board agenda for July 19, 2022 and to determine whether items should be added to the Consent Agenda or Regular Agenda for the meeting.

**Items of Business**

- *Approval of a County Credit Card for new Facilities Management Director Dan Polvere with a limit of \$8000.* – Scott Koeppel reported that this limit is the same as the former Director’s limit.

Member DeBolt made a motion to forward the item to the County Board for approval, second by Member Cesich. **With three members present voting aye, the motion carried and this item is to be added to the Consent Agenda.**

- *Approval of County Credit Card for Coroner’s Office Employee Cherie McCarron with a limit of \$2500.* – Coroner Jacquie Purcell stated that Deputy Coroner’s need a credit card for training, conference attendance, mileage, etc. Ms. Caldwell stated that Chairman Kellogg formally approved this credit card.

Member DeBolt made a motion to forward the item to the County Board for approval, second by Member Cesich. **With three members present voting aye, the motion carried and this item is to be added to the Consent Agenda.**

- *Discussion and Approval of Sheriff's Office Food Service Response Recommendation – Commander Jeanne Russo reviewed the recommendation with the committee, and provided details on the bid process and bids received.*

Member DeBolt made a motion to forward the item to the County Board for approval, second by Member Cesich. **With three members present voting aye, the motion carried and this item is to be added to the Regular Agenda.**

- *Discussion and Approval of the American Rescue Plan Act Funds Non-Profit Grants – Mr. Koepfel stated that the ARPA funds to be distributed to the 708 Mental Health Board will be distributed by an agreement and not through the levy. Ms. Karales updated the committee on the grant status and schedule, and stated that there are no new applications/grants for approval at the July 19, 2022 County Board meeting.*

#### **Items for the July 19, 2022 County Board Meeting**

- *Approval of Claims*
- *Approval of a County Credit Card for new Facilities Management Director Dan Polvere with a limit of \$8000. (Consent Agenda)*
- *Approval of County Credit Card for Coroner's Office Employee Cherie McCarron with a limit of \$2500. (Consent Agenda)*
- *Approval of Sheriff's Office Food Service Response Recommendation (Regular Agenda)*

#### **Items for the July 28, 2022 Committee of the Whole Meeting** – None

#### **Executive Session** – Not needed

**Adjournment** – Member Cesich made a motion to adjourn the Budget and Finance Committee meeting, second by Member DeBolt. **With three members present voting aye, the meeting was adjourned at 4:29p.m. by a vote of 3-0.**

Respectfully submitted,

Valarie McClain  
Administrative Assistant and Recording Clerk



## HAZARD MITIGATION PLAN

### CONSULTANT AGREEMENT

This is an agreement between Kendall County, Illinois, hereinafter referred to as the COUNTY and American Environmental Corporation, hereinafter referred to as the CONSULTANT.

The COUNTY and the CONSULTANT enter into this agreement, hereinafter referred to as the AGREEMENT, in which the CONSULTANT agrees to provide professional services to update the Kendall County Multi-Hazard Mitigation Plan (HMP) in connection with a planning grant awarded by the Federal Emergency Management Agency (FEMA). This AGREEMENT is contingent upon Kendall County receiving a grant from the Illinois Emergency Management Agency (IEMA)/FEMA to update this HMP. Without the grant, this AGREEMENT is void.

The CONSULTANT has the experience in risk assessment, infrastructure design, public involvement, environmental regulation, and emergency planning to provide the services needed to complete this HMP.

Under penalties of perjury, the CONSULTANT certifies that 35-177-0899 is their correct Federal Taxpayer Identification Number and that they are doing business as a Professional Corporation.

In consideration of these premises, the parties hereto agree as set forth in this AGREEMENT, which includes the Scope of Work and Project Schedule.

The AGREEMENT executed this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ becomes effective upon signing by the COUNTY.

CONSULTANT	COUNTY
NAME: _____	NAME: _____
BY: Kenneth M. Miller, LPG, LPE	BY: Scott R. Gryder
TITLE: Regional Manager	TITLE: County Board Chair
ADDRESS: 3700 W. Grand Avenue Springfield, IL 62711	ADDRESS: 111 W. Fox Street Yorkville IL 60560
TEL: (217) 585-9517	TEL: (630) 553-4171

## SECTION 1 – GENERAL PROVISIONS

**All work completed under this AGREEMENT shall be bound by the provisions of the Hazard Mitigation Planning Grant Application approved for this project.**

**Compliance with existing regulations.** The CONSULTANT will comply with all applicable federal, state, and local laws and regulations, including but not limited to health, safety, and environmental protection requirements.

**Indemnification & Insurance.** The CONSULTANT will procure and maintain the following types and amounts of insurance for the duration of the Project: workers' compensation insurance as required by law, \$500,000 of employer's liability insurance, commercial general liability insurance of \$1,000,000 combined single limit for personal injury and property damage, automobile liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired cars, owned and non-owned vehicles, \$5,000,000 of umbrella liability insurance in addition to each of above limits and professional liability insurance in the amount of \$1,000,000. The commercial general liability insurance must include contractual liability coverage including coverage for any indemnities. The CONSULTANT grants to the COUNTY and its, past, present, and future officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of CONSULTANT may acquire against the COUNTY by virtue of the payment of any loss under such insurance. The CONSULTANT agrees to seek any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

Further, the CONSULTANT explicitly waives any right it has to immunity under applicable industrial insurance laws and agrees to indemnify, defend and hold the COUNTY, IEMA, FEMA, their employees, officers, directors, and agents harmless from any and all liability, losses, costs, expenses and fees arising out of claims or law suits brought by the CONSULTANT or any of its employees for bodily injuries or death sustained while performing services hereunder or any claims of whatsoever kind or nature for any breach by CONSULTANT of any covenant, representation, or warranty made within the AGREEMENT or resulting from CONSULTANT's intentional and negligent performance under the AGREEMENT, except to the extent caused by the gross negligence or willful misconduct of the COUNTY. Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the COUNTY pursuant to this Section of the AGREEMENT unless the Kendall County State's Attorney has pre-approved the appointment of the attorney to represent the COUNTY. The COUNTY and its employees, officers, directors, and agents' participation in their defense shall not remove the CONSULTANT'S duty to indemnify, defend, and hold harmless, as set forth above. Neither the COUNTY nor its employees, officers, directors, and agents waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this AGREEMENT.

**Personnel.** The CONSULTANT's personnel who will work on this project include:

NAME

DUTIES

Andrea Bostwick-Campbell	Project Management, Risk Assessment, Technical Writing & Public Involvement
Ken Runkle	Public Involvement, Government Coordination & Risk Assessment
Greg Michaud	Public Involvement and Quality Control
Kenneth Miller P.E.	Engineering Support and Quality Control

**Governing Law / Binding Agreement / Severability / Dispute Resolution**

This AGREEMENT shall be governed by the laws of the State of Illinois, and, if any provision is invalid for any reason, such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit. THE CONSULTANT and COUNTY acknowledge this is a binding agreement between the parties and their respective successors and assigns. Neither party may assign any rights or obligations contained within this AGREEMENT without the written consent of the other party. In the event that such an assignment is consented to, the assigning party shall remain legally responsible for the completion of the terms, conditions, and other obligations of this AGREEMENT. The provisions of this AGREEMENT supersede all other documents, agreements, negotiations and discussion between THE CONSULTANT AND COUNTY, and represent the entire agreement between THE CONSULTANT AND COUNTY and may not be modified except in writing acknowledged by both parties.

In the event a dispute shall arise with regard to compliance by a party with the terms and provisions of this AGREEMENT and such dispute should result in litigation, the prevailing party to such litigation shall be entitled to reasonable attorney fees and costs, which costs shall include, without limitation, court costs and those costs related to litigation.

**Termination**

This AGREEMENT will automatically be suspended or terminated, as appropriate, if the COUNTY does not receive the grant from IEMA/FEMA or if funding is suspended or terminated by IEMA/FEMA. If this AGREEMENT is suspended or terminated because of no fault of the CONSULTANT, payment shall be made to the CONSULTANT for services satisfactorily performed to the date of suspension or termination, conditional upon delivery of all instruments of service to the COUNTY, and the receipt of payment for such services from IEMA/FEMA. In no event will the CONSULTANT be entitled to the recovery of damages arising out of or related to the suspension or termination of this AGREEMENT nor will the COUNTY be responsible for any payment to the CONSULTANT not covered by grant funds. Upon giving written notice to the COUNTY, the CONSULTANT may suspend the services without incurring any liability, until all past due amounts (including, without limitation, collection costs, attorney fees and accrued interest) have been paid.

If the CONSULTANT becomes insolvent or is otherwise in default of this AGREEMENT, the COUNTY may, without prejudice to any of its other rights or remedies and without liability to the CONSULTANT, terminate this AGREEMENT.

## **SECTION 2 – SCOPE OF WORK**

The CONSULTANT agrees to perform the attached Scope of Work described in proposal number 427004 and attached to this AGREEMENT in Attachment “A.” Under the conditions of this AGREEMENT, the CONSULTANT serves as the agent for the COUNTY and will conduct communications with IEMA and FEMA.

All of the CONSULTANT’s services shall be performed within generally accepted standards of professional care and in compliance with all applicable laws, regulations, codes and other requirements.

The CONSULTANT is fully responsible to the COUNTY for any errors contained in the HMP approved by IEMA/FEMA. Any changes made by a participating municipality or the COUNTY after the HMP is approved by IEMA/FEMA becomes the sole responsibility of that jurisdiction. This warranty is made in lieu of all other warranties, expressed or implied.

## **SECTION 3 – PROJECT SCHEDULE**

The CONSULTANT shall complete work in accordance with the attached Project Schedule contained in proposal number 427004 and attached to this AGREEMENT in Attachment “A.”

Time frames for milestone events, such as HMP Committee meetings, and activities, such as the development of new mitigation projects to be added to the HMP, are estimates that are subject to change based on the Committee’s availability to meet and for municipal officials to reach concurrence on new mitigation projects.

If the time allotted for completion of the CONSULTANT’s services is exceeded through no fault of the CONSULTANT, additional time to complete performance will be allowed.

## **SECTION 4 – COMPENSATION**

The CONSULTANT shall submit invoices monthly, to the COUNTY that identify the number of hours performed by each staff person for each task. The COUNTY will submit monthly billings from the CONSULTANT to IEMA in care of the State Hazard Mitigation Officer. The COUNTY, upon receiving payment from IEMA (IEMA administers the federal grant which pays for the CONSULTANT’s services), will pay the CONSULTANT for all services as described in the attached Scope of Work in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.). The federal grant will be the sole source of payments to the CONSULTANT.

The following tasks must be completed to obtain a HMP that can be approved by IEMA/FEMA:

Hazard Mitigation Planning Committee Reformation, Goal Setting Review, Risk Assessment, Vulnerability Analysis, Review/Identifying Mitigation Activities for Participants, Public Involvement, Identifying Changes in Land Use and Development Trends, GIS Compatible Map Update, Draft and Submit HMP to IEMA and FEMA.

Total cost for CONSULTANT services to complete this project, including direct expenses, is not to exceed \$49,957.30.

**County Match.** Twenty-five percent of the total cost estimate, as required by FEMA, is to be provided by local match through the COUNTY. This local match should be met through in-kind participation by COUNTY and municipal representatives during the HMP planning process.

## **SECTION 5 -TOTAL PERFORMANCE OF WORK**

**Communications & Submissions to the COUNTY.** Primary communications with the COUNTY will be through Roger Bonuchi, Kendall County EMA Director. The CONSULTANT shall submit all written documents and invoices to the COUNTY at the address listed below:

Kendall County Emergency Management Agency  
c/o Roger Bonuchi  
1102 Cornell Lane., Yorkville, IL 60560

**Communications & Submissions to the CONSULTANT.** The CONSULTANT will act as the agent for the COUNTY for communications with FEMA and IEMA. The COUNTY shall submit all written documents and payments to the CONSULTANT at the address listed below

American Environmental Corporation  
c/o Andrea Bostwick-Campbell  
3700 West Grand Avenue, Suite A  
Springfield, IL 62711

## **SECTION 5 –MISCELLANEOUS**

**Non-discrimination.** The CONSULTANT, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

The CONSULTANT shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), 775 ILCS 5/1-102, which is incorporated herein by reference, and constituting of a written EEO Policy and a workforce profile that demonstrates its EEO practices. Furthermore, the CONSULTANT shall comply the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended. The CONSULTANT must have a written sexual harassment policy, which complies with 775 ILCS 15/3.

**Certification.** The CONSULTANT certifies that the CONSULTANT, its parent companies, subsidiaries, and affiliates are not barred from entering into this AGREEMENT as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act). The CONSULTANT further certifies by signing the AGREEMENT that the CONSULTANT, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 et seq.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that Officer's or employee's official capacity. Nor has the CONSULTANT made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.

**Conflict of Interest.** Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in the CONSULTANT or this AGREEMENT, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in CONSULTANT or this AGREEMENT, that interest, and the procedure followed to effectuate this AGREEMENT has and will comply with 50 ILCS 105/3.

**Independent Contractor Relationship.** It is understood and agreed that the CONSULTANT is an independent contractor and is not an employee of, partner of, agent of, or in a joint venture with the COUNTY. The CONSULTANT understands and agrees that the CONSULTANT is solely responsible for paying all wages, benefits and any other compensation due and owing to the CONSULTANT's officers, employees, and agents for the performance of services set forth in the AGREEMENT. The CONSULTANT further understands and agrees that the CONSULTANT is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for the CONSULTANT's officers, employees and/or agents who perform services as set forth in the AGREEMENT. The CONSULTANT also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of the CONSULTANT, the CONSULTANT's officers, employees and agents and agrees that the COUNTY is not responsible for providing any insurance coverage for the benefit of the CONSULTANT, the CONSULTANT's officers, employees and agents.

**Counterparts.** This AGREEMENT may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same AGREEMENT.

**Authority to Execute Agreement.** The COUNTY and the CONSULTANT each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this AGREEMENT duly authorized by all necessary and appropriate corporate and/or governmental action to execute this AGREEMENT.

## **ATTACHMENT A – SCOPE OF WORK AND PROJECT SCHEDULE**



## Scope of Work

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It is our understanding that Kendall County (the County) is seeking an experienced consultant to update their Multi-Hazard Mitigation Plan (HMP). The selected consultant will work under the Kendall County Emergency Management Agency with the goal of updating the HMP so that it will receive approval by the Illinois Emergency Management Agency (IEMA) and the Federal Emergency Management Agency (FEMA).

To achieve this goal, AEC proposes the following:

- ❖ ***Facilitate four Mitigation Planning Committee Meetings and one Public Forum*** including preparation of news releases, meeting minutes, and meeting materials.
- ❖ Gather natural hazard information on severe weather events from 2009 through 2022 for Kendall County ***from multiple databases and sources*** and update the Risk Assessment and Vulnerability Analyses.
- ❖ Draft and edit narrative for each section of the Plan to fulfill IEMA/FEMA requirements.
- ❖ Lead and/or assist with all public involvement activities, which include preparing meeting handouts and fact sheets and conducting interactions with Committee members before and after meetings.
- ❖ Assist participants with updating or developing of their lists of jurisdiction-specific hazard mitigation projects and activities.

### **Tasks**

#### ***Task I –Prepare Grant Application***

AEC staff would be able to immediately commence preparing a grant application on behalf of the County, if needed. All of the planning grant applications we have prepared have been approved by IEMA and FEMA.

Meeting the local match for these planning grants can be done through cash or in-kind services. Because we have worked in government and understand what FEMA accepts as in-kind service, all of the counties who chose to use in-kind services to meet their match were able to do so with our help.

#### ***Task II –Re-Organize Committee***

AEC will reassemble the County's Mitigation Planning Committee (the Committee) by inviting municipal and county officials as well as representatives from the agricultural community, business and industry, education, emergency services, healthcare, insurance, non-profit organizations (American Red Cross) and utilities. Committee members will be responsible for providing input during the planning process as well as conveying information to those they represent.

Representatives identified during the last Plan update will be invited to attend the first Committee meeting. Both verbal and written correspondence will be used to extend invitations. The first committee meeting will provide an orientation to the Committee members

of the Plan update process. A series of three Committee meetings and a Public Forum will be held throughout the planning process.

Municipalities often find it difficult to attend all of the Committee meetings. It is crucial to explain, prior to the first meeting that FEMA allows “tag-teaming.” This means that if unforeseen conflicts arise, participating jurisdictions can designate substitutes to fulfill attendance requirements.

### ***Task III – Public Involvement***

Public involvement is a core value that AEC will apply to encourage public input and support. Encouraging collaboration between various government offices and the affected and interested segments of the public begins with listening.

AEC’s public involvement specialists have extensive experience in conducting local and statewide planning processes in Illinois. The public involvement strategy will ***fulfill FEMA public involvement requirements*** and be based on the following goals and activities:

#### ***Initiating and maintaining a dialogue with the public***

Activities: Posting announcements/displays at municipal and county offices as well as on County and municipal websites and social media, if feasible.

Prepare and issue ***news releases*** announcing the purpose of HMP Committee meetings to update the Plan.

Distribute a ***fact sheet*** describing the benefits of a HMP and how residents can participate in the planning process. Copies will be provided to Committee members, selected agencies, and organizations in the County, as well as participating municipalities.

Prepare ***adjacent county*** notification, which provides these counties the opportunity to have input.

#### ***Providing multiple opportunities during the planning process for interested persons and organizations to provide input***

Activities: Ensuring that all Committee meetings will be open to the public and facilitating these meetings in a manner that encourages participation.

Place displays at locations where residents can provide comments.

Hold a ***public forum*** and two-week public comment period where the draft Plan update is available for public discussion and comment.

#### ***Developing local support for hazard mitigation projects***

Activities: Utilize interpersonal skills to initiate conference calls and one-on-one discussions to identify mitigation projects sought for this Plan update.

Issue materials describing hazard mitigation projects that includes examples of acceptable projects.

Support and cultivate local dialogue initiated by Committee members.

Conduct Committee meeting(s) on mitigation projects using facilitation skills honed by experience developing and updating these Plans throughout Illinois.

Interact with elected officials and others not on the Committee to answer their questions and concerns.

Document involvement by participating jurisdictions on a daily basis. This is crucial to meet the in-kind service for the grant as well as meeting FEMA requirements.

#### ***Task IV – Coordination***

***Coordination is a required task by IEMA and FEMA that must be sufficiently documented to obtain Plan approval by both agencies.*** Obtaining and evaluating comprehensive plans, land-use maps, zoning ordinances, Flood Insurance Rate Maps, and other relevant documents is considered part of this task. Participants will be encouraged to provide and discuss the plans that their jurisdictions have adopted since the 2011 Plan update. In addition, coordination with agencies and organizations including the Illinois Department of Natural Resources, the Illinois Department of Transportation, and IEMA among others will be undertaken to determine current and planned activities that may impact hazard mitigation.

#### ***Task V – Risk Assessment & GIS Analysis***

The risk assessment evaluates the vulnerability of people, buildings and infrastructure to the damages resulting from natural hazards. The Plan's risk assessment must identify the natural hazards deemed most important to the County and include a profile of each that identifies past occurrences, the severity or extent of the hazard, and the likelihood of future occurrences.

***AEC's staff is trained and has extensive experience with natural hazards throughout Illinois.*** Their risk assessment experience includes work for every level of government in the public sector in addition to private sector organizations.

##### ***Subtask 1: Identify Hazards***

AEC's specialists will gather information from local, state, and federal records to identify the natural hazards that have impacted Kendall County since 2009 as well as fill in gaps in data from the last Plan update. Information from sources listed below as well as from community files, existing plans and reports and technical experts will be evaluated along with input from the Committee and the public to identify the applicable hazards affecting the County.

- |  |  |
|--|--|
| ❖ NOAA's Storm Events Database               | ❖ USDA National Agriculture Statistics Service |
| ❖ NWS COOP Weather Observer Records          | ❖ US Drought Monitor                           |
| ❖ NOAA's Storm Data Publications             | ❖ USACE National Inventory of Dams             |
| ❖ NWS Weather Forecast Office                | ❖ IEM's NWS Watch, Warning & Advisories Search |
| ❖ USACE River Gage Data                      | ❖ CEUS-SSC Earthquake Catalog                  |
| ❖ NWS Advanced Hydrologic Prediction Service | ❖ USGS Earthquake Catalog                      |
|  | ❖ Local Newspapers                             |

We frequently find and correct discrepancies. While this is time consuming, correct information helps the participants make better decisions about risk and when to apply for project grants.

A ***hazard events questionnaire*** will be distributed to the Committee members prior to the first meeting to solicit storm damage information not included in these other sources along with a ***citizen survey*** to encourage input from the general public.

#### Subtask 2: Profile Hazard Events

Once the list of applicable hazards has been identified and information gathered, AEC will update the hazard event profiles for each hazard. This information will be summarized in narrative form, tables, and maps. It will describe the location and extent of past natural hazard occurrences. As the magnitude and severity of each natural hazard impacting the County is determined, the probabilities of future occurrences will be calculated as required by FEMA.

Maps will be developed to show:

- tornado occurrences and pathways;
- floodplains, rivers, and streams;
- dam locations; and
- other features as decided by the Committee.

#### ***Task VI – Vulnerability Analysis***

Once the hazard profiles have been updated, the vulnerability analysis of each hazard will be re-evaluated. A vulnerability analysis identifies the impacts to public health and property, evaluates the assets of the participating jurisdictions (i.e., residential buildings, critical facilities and infrastructure) and estimates the potential impacts each natural hazard would have on the health and safety of the residents as well as buildings, critical facilities and infrastructure.

#### Subtask 1: Inventory Assets & Identifying Vulnerable Structures

Each participant will be asked to review the lists the critical assets located within their jurisdiction to create separate, jurisdiction-specific lists. These updated lists will then be used to conduct an inventory of vulnerable resources. Aerial photography and available floodplain maps will be used during this subtask.

Current and anticipated land-use and population projections will be evaluated to estimate changes in building and infrastructure vulnerability. The types and numbers of existing and planned buildings (including repetitive-loss structures), infrastructure, and other critical facilities will be identified for all participating jurisdictions.

#### Subtask 2: Estimating Potential Dollar Losses

Estimates of future potential losses to structures will be updated and/or developed for each jurisdiction as well as the County. Damage estimates will be based on the ***latest property assessment figures*** from the Kendall County Supervisor of Assessments Office.

The dollar damage estimates produced through this type of vulnerability analysis have been accepted by municipal and county participants in every county where it has been conducted. The feedback we have received can be summed up with these comments received by two county officials:

“The results provide clear damage estimates based on solid information...the tornado event upon which this estimate is based will happen again and provides us with a realistic dollar estimate...and I would not be surprised if the actual damages are higher.”

“Our County Board can use this information to decide what steps should be taken to better protect our residents.”

### ***Task VII –Mitigation Strategy & Goals Re-Evaluation***

The mitigation strategy identifies how participating jurisdictions are going to reduce the potential loss of life and property damage that results from the natural hazards identified in the risk assessment. The strategy includes:

- ❖ Updating mitigation goals.
- ❖ Identifying a comprehensive range of jurisdiction-specific mitigation actions (projects and activities) including those related to continued compliance with the National Flood Insurance Program. Mitigation actions are projects, plans, activities, or programs that achieve at least one of the mitigation goals identified.
- ❖ Analyzing and prioritizing mitigation actions.
- ❖ Implementing and administering mitigation actions.

#### ***Subtask 1: Re-Evaluate Mitigation Goals***

Mitigation goals describe the objective(s) or desired outcome(s) that the participants would like to accomplish in terms of hazard and loss prevention. These goals are intended to reduce the long-term vulnerabilities to natural hazards. The results of the risk assessment will be used to re-evaluate and update the list of mitigation goals included in the last Plan update. AEC will ensure the list of mitigation goals and objectives prepared by the Committee are tailored to the long-term needs of Kendall County.

#### ***Subtask 2: Evaluate Existing Mitigation Actions & Identifying New Mitigation Actions***

The status of any ongoing and planning mitigation activities will be identified and documented per FEMA’s requirements for each of the 14 jurisdictions that participated in the previous Plan update. Participants will also have the opportunity to add new mitigation actions to the Plan update. Jurisdiction-specific mitigation action lists will be created for each participant.

Our experience has been that many participants need assistance updating their list of mitigation projects. AEC will ***contact each Committee member*** to help them with any additional questions that arise so that everyone has a base list of mitigation projects. ***Each representative will be able to review project lists for each participating jurisdiction.*** We have found that this practice sometimes stimulates members to ask, “I really did not consider this project from another community, but it or a variation of it makes sense for our community.” The mitigation

projects and activities identified by the participating jurisdictions should be clearly linked to long-term mitigation goals that are based on the risk assessment findings.

AEC has developed an array of handouts of ***potential mitigation projects*** for distribution to municipal and county representatives to begin the process of thinking about specific projects. These handouts include projects that most frequently occur in other counties and municipalities and serves as a starting point from which projects can be selected. We will ***supplement these handouts with one-on-one conversations with participants***. This kind of special assistance helps participating jurisdictions identify a full range of mitigation actions tailored to their jurisdiction's risk, vulnerabilities, and priorities.

### *Subtask 3: Analyzing and Prioritizing Mitigation Actions*

The mitigation actions identified will then be assigned to one of four broad mitigation action categories for comparison and consolidation of similar actions. The mitigation action categories include: Education and Public Involvement, Local Plans and Regulations, Natural System Protection, and Structure and Infrastructure Projects. Additional analysis of the actions will be undertaken to determine:

- the hazard or hazards being mitigated;
- if the action will mitigate risk to one or more Community Lifeline (those fundamental services that enable the continuous operation of critical government and business functions essential to human health, safety and/or economic security);
- the general size of the population affected (i.e., small, medium, or large);
- the goal or goals fulfilled;
- whether the action would reduce the effects on new or existing buildings and infrastructure; and
- whether the action would ensure continued compliance with the National Flood Insurance Program.

As part of the planning process the method used to prioritize each mitigation action in the 2011 Plan will need to be reviewed and re-evaluated. While this can consume a lot of time, ***AEC staff have developed and updated “prioritization methodologies” for other counties and have the expertise to guide the Committee through this task without “turning off participants”.***

While prioritizing the actions is useful and provides participants with additional information, it is important to keep in mind that implementing all the mitigation actions is desirable regardless of which prioritization category an action falls under.

### *Subtask 4: Implementing & Administering Mitigation Actions*

The final step in the development of the mitigation strategy is identifying how the mitigation actions will be implemented and administered. The implementation strategy includes:

- Identifying the party or parties responsible for oversight and administration.
- Determining what funding source(s) are available or will be pursued. ***We monitor non-FEMA grants that we have helped other local governments tap when FEMA funding***

*is not available and have prepared summaries of these funding options which we distribute to the Committee members.*

- Describing the time frame for completion.
- Conducting a preliminary cost/benefit analysis.

FEMA requires a preliminary qualitative cost/benefit analysis be conducted on each mitigation action. AEC will analyze the costs and benefits in terms of the general overall cost to complete an action. This analysis provides participants a starting point to compare which actions are likely to provide the greatest benefit based on the financial cost and staffing effort needed.

#### Subtask 5: Documentation of Mitigation Strategy

After assembling all of the information outlined above, AEC will create **Action Tables** for each participating jurisdiction that summarizes the results of the mitigation strategy.

#### **Task VIII – Write Plan Update and Distribute for Comment**

The draft Plan update will be prepared by AEC for review by the Committee, the County, appropriate agencies, and the public for comment. The document will include descriptions of the participating jurisdictions, demographics, land use and development trends, plan participants, public involvement activities, participation opportunities for interested parties, existing planning documents, risk assessment by hazard, mitigation strategy, plan maintenance requirements, incorporation of mitigation strategies into existing planning mechanisms, adoption and references. Portions of the Plan, such as the risk assessment and mitigation strategy, will be presented at Committee meetings throughout the planning process.

Per FEMA requirements, the Committee will conduct a public forum to obtain comments on the draft Plan update. This forum will be conducted in an open-house style in contrast to conventional public meetings. The open-house style allows people to come and go at their convenience rather than sit through formal presentations before being allowed to comment. A two-week public comment period following the public forum will allow those who were unable to attend an opportunity to review the Plan update and ask questions or comment. Materials will also be prepared for the County website, if desired, that will provide residents the convenience of submitting questions and comments online.

Comments solicited at this forum and during the formal public comment period will be used to make any needed revisions to the draft Plan update before it is submitted to IEMA/FEMA. AEC will provide the County and participating jurisdictions with an electronic copy of the Plan from which print copies can be made unless otherwise requested.

#### **Task IX – Finalize Plan Update & Adoption**

Any comments received from IEMA/FEMA will be addressed and the Plan update revised as needed to secure an Approval Pending Adoption (APA) letter from FEMA. Once the APA letter is secured, Kendall County and all of the participating jurisdictions will have the opportunity to pass resolutions formally adopting the plan. Copies of each resolution proclaiming a jurisdiction's adoption of the Plan will be attached to the final version of the Plan and provided electronically to each participant.

## Schedule

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*The schedule on the next page* provides a visual representation and outlines the time required to accomplish the previously described tasks. This schedule shows a time frame that allows for ample local participation to fulfill the 25% match requirement in the grant should the County choose to use in-kind services.

Time frames for milestone events, such as Planning Committee meetings, are estimates that are subject to change based on the Committee's availability. Planting season, harvest and local events can, and have, changed the estimated dates for these meetings.



## Kendall County Multi-Hazard Mitigation Plan Update Work Schedule

GRANT AWARD/SIGNED IGA		MONTH															
TASK		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
<b>Task II: Re-Organize Committee</b>		■	■														
<b>Task III: Public Involvement</b>			▲	■	▲	■	▲	■	▲	■	▲	■	▲	■	▲	■	▲
<b>Task IV: Coordination</b>			■	■	■	■	■	■									
<b>Task V: Risk Assessment &amp; GIS Analysis</b>																	
Re-Evaluate Hazards & Update Hazard Event Profiles			■	■	■	■	■	■									
Update GIS Maps			■	■	■	■	■	■									
<b>Task VI: Vulnerability Analyses</b>																	
Inventory Assets & Identify Vulnerable Structures			■	■	■	■	■	■									
Estimate Potential Dollar Losses			■	■	■	■	■	■									
<b>Task VII: Mitigation Strategy &amp; Goals Re-Evaluation</b>							▲										
Re-Evaluate Goals			■	■	■	■	■	■									
Evaluation of Existing Mitigation Strategy				■	■	■	■	■	■	■							
Update Strategy/Identify New Mitigation Activities				■	■	■	■	■	■	■	■	■					
<b>Task VIII: Draft Plan Update</b>																	
Draft Revision			■	■	■	■	■	■	■	■	■	■	○				
IEMA/FEMA Review													■	■	■	■	
<b>Task IX: Finalize Plan Update &amp; Adopt</b>																	
Address IEMA/FEMA Comments/Finalize Plan Update															■	●	
Plan Adoption																■	◆

▲ Planning Committee Meeting/Public Meeting

⬡ Public Hearing/Meeting

○ Draft Plan

● Revised Plan

◆ Final Adopted Plan

# COUNTY OF KENDALL, ILLINOIS

## ORDINANCE 2022 - \_\_\_\_\_

### AN ORDINANCE ESTABLISHING THE METHOD OF DETERMINING THE TERMS OF COUNTY BOARD MEMBERS TO BE ELECTED ON NOVEMBER 8, 2022 AND THEREAFTER UNTIL THE NEXT DECENNIAL REAPPORTIONMENT

**WHEREAS**, 55 ILCS 5/2-3009(a) provides that no later than September 1 of the year of the next general election following reapportionment, members of the Kendall County Board are required to divide the county board districts publicly by lot as equally as possible into 2 groups, unless further altered by action of the County Board;

**WHEREAS**, 55 ILCS 5/2-3009(a) further provides that board members or their successors from one group shall be elected for successive terms of 2 years, 4 years and 4 years; and members or their successors from the second group shall be elected for successive terms of 4 years, 4 years and 2 years. All terms shall commence on the first Monday of the month following the month of election; and

**WHEREAS**, on August 7, 2012, District 2 had three members with successive terms of 4 years-4 years -2 years and two members successive terms of 2 years – 4 years – 4 years and District 1 had two members with successive terms of 4 years - 4 years - 2 years and three members successive terms of 2 years – 4 years – 4 years

**NOW, THEREFORE, BE IT ORDAINED**, by this County Board of Kendall County, Illinois that:

1. After the November 8<sup>th</sup> election is officially certified by the Kendall County Clerk the newly elected members will be assigned a slot in descending order with the member who received the most votes in each district in the 1 slot (example chart below).

District 1	Board Member	Terms	District 2	Board Member	Terms
1		4-4-2	1		4-4-2
2		4-4-2	2		4-4-2
3		4-4-2	3		2-4-4
4		2-4-4	4		2-4-4
5		2-4-4	5		2-4-4

2. All County Board Members terms established by the process cited in Paragraphs 1 and 2 above shall commence on December 5, 2022.

**BE IT FURTHER ORDAINED** that this Ordinance shall become effective immediately upon its passage by this County Board.

**ADOPTED** in Yorkville, Kendall County, Illinois, on this 2nd day of August 2022.

Attest:

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Scott R. Gryder  
Kendall County Board Chairman

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Debbie Gillette  
County Clerk and Recorder





# Kendall County Agenda Briefing

**Committee:** Planning, Building and Zoning

**Meeting Date:** July 11, 2022

**Amount:** Grant-\$29,750 and County's Match-\$12,750 for a Total Project Cost of \$42,500

**Budget:** Y

**Issue:** Approval of a Certified Local Government Grant for an Historic Structure Survey in Unincorporated Kendall and Bristol Townships; Grant Amount is \$29,750 and County's Match is \$12,750 for a Total Project Cost of \$42,500

## **Background and Discussion:**

In December 2021, Kendall County submitted a Certified Local Government Grant application with the State to conduct a historic structure survey in unincorporated Kendall and Bristol Townships with the exception of that portion of Helmar located in Kendall Township. The grant was for Twenty-Nine Thousand, Seven Hundred Fifty Dollars (\$29,750); the County's match was Twelve Thousand, Seven Hundred Fifty Dollars (\$12,750); the total project cost was Forty-Two Thousand, Five Hundred Dollars (\$42,500).

On May 17, 2022, the County Board approved a Notice of State Award for this project.

The proposed grant is attached.

## **Committee Action:**

Approval (4-0-1)

## **Staff Recommendation:**

Approval

**Prepared by:** Matthew H. Asselmeier, AICP, CFM

**Department:** Planning, Building and Zoning Department

**Date:** July 12, 2022

## GRANT AGREEMENT



BETWEEN

THE STATE OF ILLINOIS, Department of Natural Resources  
AND  
Kendall County

The Department of Natural Resources (Grantor), with its principal office at One Natural Resources Way, Springfield Illinois 62702-1271, and Kendall County (Grantee), with its principal office at 111 W. Fox Street, Yorkville, Illinois 60560, and payment address (if different than principal office) at 111 W. Fox Street, Yorkville, Illinois 60560, hereby enter into this Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

**PART ONE – THE UNIFORM TERMS  
RECITALS**

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

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

## ARTICLE I

## AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

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

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

1.2. Amount of Agreement. Grant Funds (check one) ☒ shall not exceed or ☐ are estimated to be \$ 29,750, of which \$ 29,750 are federal funds. Grantee agrees to accept Grantor's payment as

specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is \_\_\_\_\_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 Certified Local Governments Grant, Program and Assistance Listing Number is [REDACTED]. The Catalog of State Financial Assistance (CSFA) Number is [REDACTED]. The State Award Identification Number is [REDACTED].

1.4. Term. This Agreement shall be effective on execution and shall expire on 6/30/2023, unless terminated pursuant to this Agreement.

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

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

**[GRANTOR NAME]**

By: \_\_\_\_\_

Signature of [Head of Grantor], [Title]

By: \_\_\_\_\_

Signature of Designee

Date: \_\_\_\_\_

Printed Name: Colleen Callahan

Printed Title: Director

Designee

By: \_\_\_\_\_

Signature of First Other Approver, if Applicable

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_

Other Approver

By: \_\_\_\_\_

Signature of Second Other Approver, if Applicable

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_

Second Other Approver

**[GRANTEE NAME]**

By: \_\_\_\_\_

Signature of Authorized Representative

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_

E-mail: \_\_\_\_\_

**ARTICLE II  
REQUIRED REPRESENTATIONS**

2.1. Standing and Authority. Grantee warrants that:

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

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

(c) If Grantee is organized under the laws of another jurisdiction, Grantee warrants that it is also duly qualified to do business in Illinois and, if applicable, is in good standing with the Illinois Secretary of State.

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

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

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

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$30,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

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

2.5. Compliance with Registration Requirements. Grantee certifies that it: (i) is registered with the federal SAM; (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; and (v) have successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

**ARTICLE III  
DEFINITIONS**

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

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

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

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

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

“Assistance Listings” has the same meaning as in 2 CFR 200.1.

“Assistance Listing Number” has the same meaning as in 2 CFR 200.1

“Assistance Listing Program Title” has the same meaning as in 2 CFR 200.1.

“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.

“Budget Period” has the same meaning as in 2 CFR 200.1.

“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 the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

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

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

“Cost Allocation Plan” has the same meaning as in 44 Ill. Admin. Code 7000.30.

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

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

“DUNS Number” means a unique nine-digit identification number provided by Dun & Bradstreet for each



physical location of Grantee’s organization.

“FAIN” means the Federal Award Identification Number.

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

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

“Fixed-Rate” has the same meaning as in 44 Ill. Admin. Code 7000.30. “Fixed-Rate” is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.30.

“GATU” means the Grant Accountability and Transparency Unit of GOMB.

“Generally Accepted Accounting Principles” or “GAAP” has the same meaning as in 2 CFR 200.1.

“GOMB” means the Illinois Governor’s Office of Management and Budget.

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

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

“Improper Payment” has the same meaning as in 2 CFR 200.1.

“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.

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

“Nonprofit Organization” has the same meaning as in 2 CFR 200.1.

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

“OMB” 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 2 CFR 200.1.

“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 “Net Revenue.”

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

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

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

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

“State” means the State of Illinois.

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

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

“Unique Entity Identifier” or “UEI” means the unique identifier assigned to the Grantee or to subrecipients by SAM.

#### **ARTICLE IV PAYMENT**

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

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by the 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 the Grantor. 2 CFR 200.458.

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

period of performance.

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

4.5. Payments to Third Parties. Grantee agrees to hold harmless Grantor 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 if 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 funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

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

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

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

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

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for

any other expenditure described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

## ARTICLE V SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

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

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

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

## ARTICLE VI BUDGET

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

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

6.3. Discretionary and Non-discretionary Line Item Transfers. Discretionary and non-discretionary line item transfers may only be made in accordance with 2 CFR 200.308 and 44 Ill. Admin. Code 7000.370. Neither discretionary nor non-discretionary line item transfers may result in an increase to the total amount of Grant Funds in the Budget unless Prior Approval is obtained from Grantor.

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

## ARTICLE VII ALLOWABLE COSTS

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

7.2. Indirect Cost Rate Submission.

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

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

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

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

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

(d) A Grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of modified total direct costs which may be used indefinitely. No documentation is required to justify the 10% 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. See 2 CFR 200.451.

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

7.5. Nonprofit Organizations Cost Principles. The federal cost principles that apply to Nonprofit Organizations that are not institutions of higher education are set forth in 2 CFR 200 Subpart E, unless exempt under 2 CFR 200 Appendix VIII.

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

7.7. 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.

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

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

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

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.7).

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

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

agreement, and the signatures of both the contractor and an appropriate official of Grantee.

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

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

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

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

7.9. **Federal Requirements.** All Awards, whether funded in whole or in part with either federal or State funds, are subject to federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 III. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.8.

7.10. **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).

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

## ARTICLE VIII REQUIRED CERTIFICATIONS

8.1. **Certifications.** Grantee, its officers, and directors shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

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

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

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



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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

## **ARTICLE IX CRIMINAL DISCLOSURE**

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

Part 200, and 30 ILCS 708/40.

## ARTICLE X UNLAWFUL DISCRIMINATION

10.1. Compliance with Nondiscrimination Laws. Grantee, its employees and subcontractors under subcontract made pursuant to this Agreement, shall 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, the following laws and regulations and all subsequent amendments thereto:

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

## ARTICLE XI LOBBYING

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

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

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

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

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

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

## **ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

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

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

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

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.329 and 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

**ARTICLE XIII  
FINANCIAL REPORTING REQUIREMENTS**

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.208. Unless so specified, the first of such reports shall cover the first three months after the Award begins, and reports must be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**, unless additional information regarding required financial reports is set forth in **Exhibit G**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 208(b)(3) and 200.328. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report no later than the due date specified in **PART TWO** or **PART THREE** following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.344; 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 will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345.

13.3. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of Improper Payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

**ARTICLE XIV  
PERFORMANCE REPORTING REQUIREMENTS**

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in **Exhibit E** must be reported quarterly, unless otherwise specified in **PART TWO**, **PART THREE** or **Exhibit G**. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.208, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit-based review of the application. In such cases, Grantor shall notify Grantee of same in **Exhibit G**. Pursuant to 2 CFR 200.329 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, no later than the due date specified in **PART TWO** or **PART THREE** following the end of the period of performance or Agreement termination. See 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b)(1).

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

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

## **ARTICLE XV AUDIT REQUIREMENTS**

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

15.2. Consolidated Year-End Financial Reports (CYEFR). All grantees are required to complete and submit a CYEFR through the Grantee Portal. The CYEFR is a required schedule in the Grantee's audit report if the Grantee is required to complete and submit an audit report as set forth herein.

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

(b) The 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 Audited Financial Statements are not required, however, then the CYEFR must cover the Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(c) CYEFRs must include an in relation to opinion from the auditor of the financial statements included in the CYEFR.

(d) CYEFRs shall follow a format prescribed by Grantor.

15.3. 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 \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must

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

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

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

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

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

(iv) If Grantee does not meet the requirements in subsections 15.3(b) and 15.3(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) 30 calendar days after receipt of the auditor's report(s) or (ii) 6 months after the end of the Grantee's audit period.

15.4. "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 \$750,000 or more in Federal Awards (direct federal and federal pass-through awards), from all sources, Grantee is required to have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit Federal programs with Federal Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total Federal 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) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards and state Awards, singularly or in any combination, from all sources, Grantee must follow all of the audit requirements in Paragraphs 15.3(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 is required to submit its annual audit conducted in accordance with its regulatory requirements.

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

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

#### ARTICLE XVI TERMINATION; SUSPENSION; NON-COMPLIANCE

##### 16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

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

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

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

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

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



prior to the date of termination.

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

16.3. Non-compliance. If Grantee fails to comply with 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 shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

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

16.5. Effects of Suspension and Termination.

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

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

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

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

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

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

**ARTICLE XVII**  
**SUBCONTRACTS/SUB-GRANTS**



17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved. Grantee must notify any potential sub-recipient that the sub-recipient shall obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. The terms of this Agreement shall apply to all subawards authorized in accordance with Paragraph 17.1. 2 CFR 200.101(b)(2).

17.3. Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

#### **ARTICLE XVIII NOTICE OF CHANGE**

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

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

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

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

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

#### **ARTICLE XIX STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP**

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between

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

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

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

## **ARTICLE XXI CONFLICT OF INTEREST**

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

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person: (1) currently holding an elective office in this State including, but not limited to, a seat in the General Assembly, or (2) employed by an office or agency of the state of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13).

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

## **ARTICLE XXII EQUIPMENT OR PROPERTY**

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

22.2. Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real

property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

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

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

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

#### **ARTICLE XXIII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

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

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

#### **ARTICLE XXIV INSURANCE**

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

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

## ARTICLE XXV LAWSUITS AND INDEMNIFICATION

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

25.2. Indemnification. To the extent permitted by law, Grantee agrees to 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 will be governed by the State Employee Indemnification Act (5 ILCS 350/1 *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.

## ARTICLE XXVI MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

26.12. Precedence.

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

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

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

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

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

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

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

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

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## EXHIBIT A

### PROJECT DESCRIPTION

The Certified Local Government (CLG) matching grants program provides funding for participating city and county governments in Illinois to develop and sustain effective local preservation programs and projects that are critical to preserving local historic resources. The Illinois Department of Natural Resources (IDNR) is required to subgrant at least ten percent (10%) of Illinois' annual federal allocation of National Park Service (NPS) Historic Preservation Fund (HPF) to participating CLGs. Currently, there are 81 CLGs in Illinois. Contingent on resolution of the federal budget for its fiscal year 2021 and finalization of a federal award, IDNR anticipates that approximately \$140,340 will be available – on a competitive basis – for this round of grants. All grant proposals submitted should reflect a minimum of 30% matching funds. State Historic Preservation Office (SHPO; federal) Share = 70%; Matching (local) Share = 30%.

Funded project types include the following:

- Survey Projects;
- National Register Nomination and Listing Revision Projects;
- Planning Projects;
- Public Education Projects, including Materials Publication.

Applicants must develop projects in accordance with the Secretary of Interior's Standard for Historic Preservation and must identify a qualified project manager who meets the professional qualification standards in [36 CFR Part 61](#). CLG grants are reimbursement grants, requiring grantees to expend local funds and submit documentation for reimbursement.

The Kendall County Historic Preservation Commission seeks to conduct an intensive-level historical and architectural survey of Kendall and Bristol Townships, two of the nine townships within Kendall County. By ordinance, the Commission has purview over the unincorporated portions of the county. Therefore, a survey of the incorporated City of Yorkville is not included.

The work of this survey project will be divided between an outside consulting firm engaged by the county and volunteers recruited by the commission. The survey project will be led and organized by Kenneth Itle of Wiss, Janney, Elstner Associates. The field survey work will be conducted by two-person teams, typically one WJE professional architectural history staff person and one volunteer. Historical research will mainly be conducted by volunteers. The data compilation and report writing will be performed by WJE.

**EXHIBIT B**

**DELIVERABLES OR MILESTONES**

The goals of the Kendall County Historic Preservation Commission are:

- To educate
- To promote the use of historic landmarks
- To protect and enhance the County’s attractions for tourists and visitors
- To strengthen the economy of the County
- To foster civic pride in the beauty and noble accomplishments of the past
- To safeguard the County’s historic, aesthetic, and cultural heritage

The proposed survey project will further these goals. The survey project will document the history of the county and these two townships, providing a reference that can be used in education and fostering civic pride. The survey will document and identify potentially significant properties, allowing the commission to meet its goal of safeguarding the County’s cultural heritage. Once significant properties are identified, the commission will be able to promote preservation and adaptive reuse of the properties, strengthening the economy of the county and protecting and enhancing its appeal for tourists and visitors.



**EXHIBIT C**

**PAYMENT**

Grantee shall receive \$29,750 under this Agreement. Match shall be \$12,750.

Enter specific terms of payment here:

**Grant Reimbursement**

**Admin Code 4110.20**

(f) Claims for reimbursement must be submitted to the Department of Conservation by the sponsors of approved projects. Each project is assigned a project period by the Heritage Conservation and Recreation Service during which all claims for reimbursement must be submitted to the Department of Conservation. Claims for costs incurred prior to, or after the project period, are not eligible for reimbursement. The following is information which must be submitted with a claim for reimbursement:

- 1) One copy of each invoice (bill) received for work accomplished and one copy of each canceled check as evidence of payment attached to the completed billing summary form.
- 2) For all material purchases, purchase orders and/or invoices and corresponding canceled checks shall be submitted.

**(30 ILCS 708/520)**

**Sec. 520. Separate accounts for State grant funds.**

Notwithstanding any provision of law to the contrary, all grants made and any grant agreement entered into, renewed, or extended on or after the effective date of this amendatory Act of the 100th General Assembly, between a State grant-making agency and a nonprofit organization, shall require the nonprofit organization receiving grant funds to maintain those funds in an account which is separate and distinct from any account holding non-grant funds. Except as otherwise provided in an agreement between a State grant-making agency and a nonprofit organization, the grant funds held in a separate account by a nonprofit organization shall not be used for non-grant-related activities, and any unused grant funds shall be returned to the State grant-making agency. (Source: P.A. 100-997, eff. 8-20-18.)

EXHIBIT D

CONTACT INFORMATION

**CONTACT FOR NOTIFICATION:**

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

**GRANTOR CONTACT**

Name: \_\_\_\_\_ Susan Duke \_\_\_\_\_  
Title: \_\_\_\_\_ Grant Administrator \_\_\_\_\_  
Address: One Natural Resources Way, Springfield  
Illinois 62702-1271  
Phone: \_\_\_\_\_ 217-785-4416 \_\_\_\_\_  
TTY#: \_\_\_\_\_  
Fax#: \_\_\_\_\_ 217-785-2438 \_\_\_\_\_  
E-mail Address: \_\_\_\_\_ susan.duke@illinois.gov \_\_\_\_\_

**GRANTEE CONTACT**

Name: \_\_\_\_\_ Matthew Asselmeier \_\_\_\_\_  
Title: \_\_\_\_\_ Senior Planner \_\_\_\_\_  
Address: 111 W. Fox Street, Yorkville, Illinois 60560  
Phone: \_\_\_\_\_ 630-553-4139 \_\_\_\_\_  
TTY #: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
E-mail: masselmeier@kendallcountyil.gov  
Additional Information: \_\_\_\_\_

**EXHIBIT E**

**PERFORMANCE MEASURES**

At the completion of the Project, grantees must submit a copy of the updating Historic Preservation Plan (on one searchable PDF) with photographs, saved on a jump drive, CD or DVD.

**EXHIBIT F**

**PERFORMANCE STANDARDS**

This is a reimbursement grant. Terms for reimbursement are enumerated in the Certified Local Government Program Matching Grants and Application Guidelines (FFY2021) and include the submittal of the completed project, progress reports, fiscal forms, and Completion Report. The CLG Grant Completion Report has both a Narrative and a Financial Portion. Prior to the end of the Project Period (June 30, 2023), the Grantee shall email the report to [DNR.Grants@illinois.gov](mailto:DNR.Grants@illinois.gov).

The Narrative Portion is comprised of:

- Complete description of the Project and its components;
- Assessment of the degree of success achieved by the Project;
- Description of all promotional and publicity activities involved in the Project, if any. Include relevant newspaper articles, handouts, news releases, etc.;
- Resumes for the principal individuals engaged in the Project;
- Discussion of any problems encountered in the implementation of the Project and their resolutions;
- Digital files of Project publications, including brochures, guidebooks, newsletters, planning documents, video recordings, etc. For Survey Projects, follow the submission requirements in the Guidelines.

The Financial Portion consists of:

- Completed and signed Forms 1 through 5 (See grant manual attachment)
- Relevant documentation that supports each form, as required, such as payroll statements and donor valuations;

**EXHIBIT G**

**SPECIFIC CONDITIONS**

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

ICQ Section: **03-Financial and Programmatic**

Conditions: Requires development of a plan to correct deficiencies identified in the risk assessment. The state agency may request to review documentation of the plan at its discretion.

Risk Explanation: Medium to high risk increases the likelihood that grant revenues and expenditures will be inaccurate that could result in misreporting, and an abusive environment.

How to Fix: Grantee must submit documentation of implementation of new or enhanced accounting system, mitigating controls or a combination of both.

Timeframe: One year.

## PART TWO – THE GRANTOR-SPECIFIC TERMS

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

- 27.1 The Project Period begins when the Grantee and IDNR sign the Grant Agreement and ends June 30, 2023. The Project must begin within a reasonable time after the signed Grant Agreement, not to exceed six months after the proposed start date, unless good cause precludes this requirement. All CLG Grant funded work must be completed, and all funds expended by the end date of the Project Period.

### 27.2 DRAFT SUBMISSION FOR REVIEW AND COMMENT

All Projects receiving CLG Grant funding must be periodically submitted to the SHPO for review and comment.

For instance, drafts of brochure text, survey contexts, planning documents, etc., must be submitted for comment at reasonable benchmarks along their development. Final draft of all Project publications must receive SHPO approval before they are printed. Failure to submit for review in a timely manner may result in non-payment of the CLG Grant.

### 27.3 PROGRAM STANDARDS AND PROFESSIONAL QUALIFICATIONS

As mentioned in the “Preparing to Apply” section of this manual, grant Projects must conform to the Secretary of the Interior’s Standards for Historic Preservation.

### 27.4 36 CFR Part 61, Professional Qualifications Standards

In the following definitions, a year of full-time professional experience need not consist of a continuous year of full-time work but may be made up of discontinuous periods of full-time or part-time work adding up to the equivalent of a year of full-time experience.

- A. **History.** Minimum professional qualifications in history are a graduate degree in history or closely related field; or a bachelor's degree in history or closely related field plus one of the following:
1. At least two years of full-time experience in research, writing, teaching, interpretation or other demonstrable professional activity with an academic institution, historical organization or agency, museum, or other professional institution; or
  2. Substantial contribution through research and publication to the body of scholarly knowledge in the field of history.
- B. **Archaeology.** Minimum professional qualifications in archaeology are a graduate degree in archaeology, anthropology, or closely related field plus:
1. At least one year of full-time professional experience or equivalent specialized training in archaeological research, administration or management.
  2. At least four months of supervised field and analytic experience in general North American archaeology; and
  3. Demonstrated ability to carry research to completion. In addition, to these minimum qualifications, a professional in prehistoric archaeology shall have at least one year of full-time professional experience at a supervisory level in the study of archaeological resources of the prehistoric period. A professional in historic archaeology shall have at least one year of full-time professional experience at a supervisory level in the study of archaeological resources of the historic period.

- C. **Architectural history.** Minimum professional qualifications in architectural history are graduate degree in architectural history, art history, historic preservation, or closely related field, with coursework in American architectural history; or a bachelor's degree in the above specialties or closely related field plus one of the following:
1. At least two years of full-time experience in research, writing, or teaching in American architectural history or restoration architecture with an academic institution, historical organization or agency, museum, or other professional institution; or
  2. Substantial contribution through research and publication to the body of scholarly knowledge in the field of American architectural history.
- D. **Architecture.** Minimum professional qualifications in architecture are a professional degree in architecture plus at least two years of full-time professional experience in architecture; or a state license to practice architecture.
- E. **Historic Architecture.** Minimum professional qualifications in historic architecture are a professional degree in architecture or State license to practice architecture, plus one of the following:
1. At least one year of graduate study in architectural preservation, American architectural history, preservation planning, or closely related field; or
  2. At least one year of full-time professional experience on historic preservation projects. Such graduate study or experience shall include detailed investigations of historic structures, preparation of historic structures research reports, and preparation of plans and specification for preservation projects.

27.5 To have received a CLG Grant, your Project Manager must have met these criteria. If the Project Manager changes during the Project, the new Manager must meet these same qualifications. Consultants hired for the Project must meet the National Park Service's Professional Qualifications Standards. Consultants and changes in Project-Manager status must be approved by the SHPO in writing. Email resumes of consultants under consideration to [DNR.Grants@illinois.gov](mailto:DNR.Grants@illinois.gov), and the SHPO staff will review and respond. The Grantee must conform to their municipal or county procedures for procurement or sub-contracts.

#### 27.6 CONFLICT OF INTEREST

Members of the CLG staff and its Historic Preservation Commission must not have a financial interest in any contracts associated with the Grant.

#### 27.7 REIMBURSABLE EXPENSES

The following costs can be reimbursed by IDNR SHPO if they are incurred during the Project Period and essential to and directly benefit the Project:

- The Grantee's own cash spent on the Project, including money spent on contracts, consultants, goods, and materials;
- CLG overhead costs, including material and equipment used for the Project, such as the costs of computer time, phone, electricity, and wear and tear on copier/printer/fax. This is generally called Force-Account overhead.
- CLG staff time inclusive of benefits and exclusive of overhead

#### 27.8 NON-REIMBURSABLE EXPENSES

The following costs are non-reimbursable under this grant and must be considered as part of the 30% local match:

- Catering (i.e., food and beverage) for meetings and workshops
- Purchase of durable equipment;
- Donated or contributed cash given to the CLG by non-federal third parties, including other public agencies, institutions, and private organizations and individuals.

- Any goods, services, or non-expendable personal property donated by non-federal third parties, including
- public agencies, institutions, private organizations and individuals.
- Any volunteer time.

#### 27.9 ELIGIBLE MATCHING EXPENSES

Although only the reimbursable expense described above can be claimed as part of the 70% federal share, all reimbursable and non-reimbursable expenses described above may be counted as match if they are incurred during the Project Period and essential to and directly benefit the Project. When a Grantee's reimbursable expenses exceed the Grant Amount and the Project has not incurred enough matching expenses to meet the 30% threshold, a portion of the Grantee's reimbursable expenses may be switched to matching. Form 5 will calculate this automatically. Donated cash or in-kind contributions that are considered part of the 30% matching share must be:

- Verifiable from the Grantee's records;
- Not included as matching contributions for any other federally-assisted program or any contract;
- Necessary and reasonable for proper and efficient accomplishment of approved Project objectives;
- Allowable under the applicable federal cost principles (See OMB Circular A-87);
- Not paid by the federal government directly or indirectly under another assistance agreement unless authorized under the other agreement and the laws and regulations to which the other agreement is subject;
- Specified in the approved Grant Agreement between IDNR SHPO and Grantee; and
- Fairly valued and of such nature that, if the federal share had been used to pay for the contributions, the Grantee would have incurred an allowable cost.

#### 27.10 INELIGIBLE MATCHING EXPENSES

The following specific items cannot be counted towards the local match and are also non-reimbursable.

- Cash originating from federal sources, **except** for Community Development Block Grant Program funds, as applicable;
- Materials donated by the federal government or purchased with federal funds;
- Donated goods and services that have already been counted by the Grantee towards the local match of another of the Grantee's federally-assisted undertakings.

#### 27.11 GRANT REPORTING, COMPLETION REPORT, AND REIMBURSEMENT QUARTERLY PROGRESS REPORT

A Quarterly Progress Report summarizing Project progress in a 3-month period must be emailed to DNR.grants@illinois.gov every quarter from the signing of the Grant Agreement until the Project is fully completed and the Grant is closed. If no Project action has occurred in a particular quarter, a Quarterly Progress Report stating such must be submitted. Quarterly reporting is mandatory, and poor performance can affect future grant funding. Project managers may request monthly reports.

#### 27.12 BID TABULATION

If, as a part of the Project, the Grantee will enter into a contract for goods or services that exceeds \$25,000 or a contract for professional services that exceeds \$20,000, the Grantee must email a completed Bid Tabulation, Requests for Proposals, and Requests for Bids to email address DNR.Grants@illinois.gov. The Grantee must include the name of its preferred contractor/consultant. The SHPO must approve the contractor or consultant in writing. The resulting signed contract must be emailed to DNR.Grants@illinois.gov.

#### 27.13 REIMBURSEMENT

This program is a reimbursement program, which means that after the date of the signed Grant Agreement, the Grantee will incur eligible costs and pay them. Once the Project is completed, the Grantee will request reimbursement by submitting the Completion Report, as described below. Grantees cannot request partial reimbursement before the Project is completed. Reimbursement should not be expected for a minimum of 6 weeks after the required documentation is submitted and approved by the SHPO.

#### 27.14 COMPLETION REPORT

The CLG Grant Completion Report has both a Narrative and a Financial Portion. The Narrative Portion fully describes the work accomplished and is a record for future historic-preservation practitioners. Special techniques or preservation procedures that have proven especially satisfactory (or unsatisfactory) may be made available to future Grantees and preservationists with similar Projects. The Financial Portion certifies Project costs and requests reimbursement. Prior to the end of the Project Period (June 30, 2023), the Grantee shall email both portions simultaneously to DNR.Grants@illinois.gov. The two portions cannot be reviewed or approved independently.

A. The **Narrative Portion** is comprised of:

- Complete description of the Project and its components;
- Assessment of the degree of success achieved by the Project;
- Description of all promotional and publicity activities involved in the Project, if any. Include relevant newspaper articles, handouts, news releases, etc.;
- Resumes for the principal individuals engaged in the Project;
- Discussion of any problems encountered in the implementation of the Project and their resolutions;
- Digital files of Project publications, including NRHP nominations, brochures, guidebooks, newsletters, planning documents, video recordings, etc. For Survey Projects, the submission requirements given on page 11 (or those already coordinated with Survey staff) must be followed.

B. The **Financial Portion** consists of:

Completed and signed forms as indicated in the manual on the CLG website and Relevant documentation that supports each form, as required, such as payroll statements and donor valuations; Forms include:

- **Form 1: Grantee Contracts, Purchases and Force-Account Items (not including Force-Account labor)** Form 1 documents payments for Grant-related materials and contracts that were paid with the Grantee's own money and documents Force-Account overhead costs, to the extent that the Grantee wishes to document them for reimbursement. These expenses are reimbursable as part of the 70% state/federal share. Copies of proof of payment for cash purchases and contracts and a certification by the Project Manager for the value of Force-Account items (like overhead, telephone calls, computer usage, office supplies, etc., paid for from the CLG's operating expenditures) claimed for reimbursement must accompany Form 1 in the Financial Portion of the Completion Report. When using a Grantee's vehicle, mileage reimbursement must be calculated at the current federal rate of 58 cents per mile. You may enter more eligible reimbursable expenditures than the Grant Amount may require because Form 5 will calculate the correct final Reimbursement Amount.
- **Form 2: Donated Cash and Materials (non-reimbursable, counted towards local 30% match)** Form 2 documents payments and donations for Project-related materials that were donated or purchased with donated funds. Donated items and cash are non-reimbursable and will be counted towards the 30% local match. For items purchased with donated cash, proof of payment



(i.e., purchase orders, invoices, paid receipts, canceled checks) must accompany Form 2 in the Financial Portion of the Completion Report. For items that were donated to the Project, letters from donors showing the basis for determining the value of donations must accompany Form 2. Values assigned to donated material shall not exceed fair market values at the time the donation is assigned to the Project. Records showing the basis for determining the value of donated material assigned to the Project shall be submitted by the Grantee with the Financial Completion Report as described below. When using a Volunteer's vehicle, mileage must be calculated at the current federal rate of 58 cents per mile.

- **Form 3A: Force-Account Employee Salary and Time** Form 3A certifies the pay rate inclusive of benefits and exclusive of overhead for a single Force-Account employee, such as the Project Manager or another CLG staff person, and it documents the number of hours that particular Force-Account employee worked on the Project. Force-Account labor is reimbursable as part of the state/federal 70% share. Each CLG staff person working on the Project requires his or her own Form 3A. Proof of the employee's salary including benefits (i.e., copies of paystub, official payroll document) must accompany Form 3A in the Financial Portion of the Completion Report. If an employee has a pay-rate change during the Project Period, proof of new salary must accompany Form 3A. Both the Force-Account employee's and the Project Manager's signatures are required on Form 3A; however, when the Force-Account employee is also the Project Manager, the supervisor of the Project Manager must certify his or her subordinate's time. You may enter more Force Account labor expenses than the Grant Amount may require because Form 5 will calculate the correct final Reimbursement Amount.
- **Form 3B: Force-Account Employee Time Summary** Form 3B summarizes multiple Forms 3A and is needed only when multiple Force-Account employees work on the Project, and their time is being submitted for reimbursement. If the hours of only one Force-Account Employee are being submitted, then Form 3B is not needed.
- **Form 4A: Volunteer Time (non-reimbursable, counted towards local 30% match)** Form 4A certifies the pay rate for a single Volunteer, and it documents the hours, dates, and the specific duties that particular Volunteer worked on the Project. Volunteer services are non-reimbursable and will be counted towards the 30% local match. Each Volunteer working on the Project whose hours are being counted towards the local match requires his or her own Form 4A. All volunteer services credited toward local match must be certified by both the Volunteer and the Project Manager. If an employer, other than the Grantee or a university, furnishes the services of an employee, these services will be valued at the employee's regular rate of pay (exclusive of fringe benefits and overhead costs), provided these services are in the same profession in which the Volunteer is employed. Proof of salary (i.e., paystub) must be submitted with Form 4A in the Financial Completion Report. Per NPS guidance for FY 18, the maximum allowable rate for Volunteers is \$77.58/hour and \$620.64/day, which is the rate for a GS-15, Step 10 federal employee in Illinois (per the US Office of Personnel Management). When a Volunteer performs services outside his or her profession or trade, his or her time must be valued at the State's minimum wage rate for FY 2019 of \$8.25 per hour. You can enter more local match values than the Grant Amount may require because Form 5 will calculate the correct final Reimbursement Amount.
- **Form 4B: Volunteer Time Summary (counted towards local 30% match)** Form 4B summarizes multiple Forms 4A and is needed only when multiple Volunteers work on a Project. If the hours of only one Volunteer are being counted towards the match, then Form 4B is not needed.
- **Form 5: Reimbursement Request** This final form has been completely revised this year. It is an Excel spreadsheet that must be downloaded (See Grants Manual) Form 5 allows you to enter only your Grant Amount and the four totals from Forms 1, 2, 3A or 3B, and 4A or 4B. It will automatically total the reimbursable expenses (Forms 1 and 3) and non-reimbursable expenses

(Forms 2 and 4) and calculate the amount you are able to request for reimbursement, based on your totals and the 70%/30% match. After you type in your totals, please print it out, fill and sign the signature block, scan it, and digitally submit it with the rest of your Completion Report.

**27.15 TERMINATION OF PROJECTS**

Once initiated, a Project financed with funds from this program shall not be terminated by a Grantee prior to satisfactory completion without SHPO approval. Requests for premature termination must explain fully the reasons for the action and detail the proposed disposition of the incomplete Project.

**27.16 ADDITIONAL PROJECT FUNDING**

Once a Project has received CLG Grant assistance, no further funds shall be made available to it unless the Grantee satisfactorily assures the State that subsequent Project undertakings shall in no way duplicate work that was or should have been accomplished through the original funding.

**27.17 INCOME AND COSTS DERIVED FROM THE PROJECT**

**Admission Fees:** Reasonable non-discriminatory admission fees that will not discourage visitation and that are compatible with fees charged at similar facilities in the area may be collected at Grant-assisted properties, after Project completion.

**Federal Income:** “Tax Liability on Recipients of Historic Preservation Fund Grants” Section 102(a)(6) of the National Historic Preservation Act, as amended, states, “Notwithstanding any other provision of law, no grant made pursuant to this Act shall be treated as taxable income for purposes of the Internal Revenue Code of 1954.”

**Publication Fees:** A reasonable fee may be charged for publications after the Project is completed.

**Registration Fees:** A fee may be charged for workshops, as long as there is no profit. The income from fees must be applied toward the funding of the grant.

**Legal Notice Costs:** If you are required by your local grant procurement rules to publish a Request for Proposal (RFP) or bid in the local paper or the state newspaper, be sure to include this cost in the Project budget.

**27.18 RECORDS AND AUDITS**

The SHPO and Project Managers must ensure that all records are retained for audit for 5 years following the completion of all Project work.

If any litigation, claim, or audit is started before the expiration of the 5-year period, the records must be retained until all litigations, claims, or audit findings involving the records have been resolved. Records for nonexpendable property acquired with federal funds must be retained for 5 years after the final disposition of the property.

In addition, contractors will maintain all required records for 5 years after the final payments are made and all other pending matters are closed.

**PART THREE – THE PROJECT-SPECIFIC TERMS**

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

- 28.1 The Grants manual, a copy of which the IDNR previously provided to the Grantee, is hereby incorporated herein by reference, and made a material and binding part of this Agreement. The undersigned acknowledges that he or she (1) has reviewed the Grants manual and (2) agrees to comply with the same. \_\_\_\_\_(initials of signator).



# Kendall County Agenda Briefing

**Committee:** Planning, Building and Zoning

**Meeting Date:** July 11, 2022

**Amount:** Grant-\$29,750 and County's Match-\$12,750 for a Total Project Cost of \$42,500

**Budget:** Y

**Issue:** Approval to Accept the Lowest Bid from Wiss, Janney, Elstner Associates, Inc. (WJE) to Conduct the Historic Structure Survey in Unincorporated Kendall and Bristol Townships in an Amount Not to Exceed \$42,500 and to Approve a Contract with Wiss, Janney, Elstner Associates, Inc. (WJE) to Conduct the Historic Structure Survey

## **Background and Discussion:**

In December 2021, Kendall County submitted a Certified Local Government Grant application with the State to conduct a historic structure survey in unincorporated Kendall and Bristol Townships with the exception of that portion of Helmar located in Kendall Township. The grant was for Twenty-Nine Thousand, Seven Hundred Fifty Dollars (\$29,750); the County's match was Twelve Thousand, Seven Hundred Fifty Dollars (\$12,750); the total project cost was Forty-Two Thousand, Five Hundred Dollars (\$42,500).

On May 17, 2022, the County Board approved a Notice of State Award for this project.

The County issued an Invitation to Bid for this project on June 14, 2022. Wiss, Janney, Elstner Associates, Inc. (WJE) was the only bidder.

The proposed contract is attached.

## **Committee Action:**

Approval (4-0-1)

## **Staff Recommendation:**

Approval

**Prepared by:** Matthew H. Asselmeier, AICP, CFM

**Department:** Planning, Building and Zoning Department

**Date:** July 12, 2022

# AIA® Document B102™ – 2017

## **Standard Form of Agreement Between Owner and Architect** without a Predefined Scope of Architect's Services

**AGREEMENT** made as of the twenty-fifth day of July in the year two thousand twenty-two  
(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

Kendall County, Illinois, a unit of local government  
11 West Fox Street  
Yorkville, IL 60560

and the Architect:  
(Name, legal status, address and other information)

Wiss, Janney, Elstner Associates, Inc  
330 Pfingsten Road  
Northbrook, IL 60062  
(847) 272-7400

for the following (hereinafter referred to as "the Project"):  
(Insert information related to types of services, location, facilities, or other descriptive information as appropriate.)

Kendall and Bristol Townships Rural Historic Structures Survey  
Kendall County, Illinois Invitation to Bid (ITB) Number: PBZ202201, WJE No.  
2021.5052

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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## TABLE OF ARTICLES

1	ARCHITECT'S RESPONSIBILITIES
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### ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

*(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2.)*

Refer to the attached WJE proposal, dated June 23, 2022 and the Kendall County, Illinois Invitation to Bid (ITB) Number PBZ202201.

§ 1.1.1 The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 The Architect identifies the following representative authorized to act on behalf of the Architect with respect to the Project.

*(List name, address, and other contact information.)*

Kenneth M. Itle  
Wiss, Janney, Elstner Associates, Inc.  
330 Pfingsten Road  
Northbrook, IL 60062  
kitle@wje.com  
(847) 272-7400

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 The Architect shall maintain the following insurance until termination of this Agreement. Architect shall obtain and continue in force, during the term of this Agreement, all insurance set forth in Paragraph 9, Section 4 "Terms and Conditions" of the Kendall County, Illinois Invitation to Bid (ITB) Number: PBZ202201.

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User Notes: (1249012089)



(Paragraphs deleted)

## ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 2.2 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

*(List name, address, and other contact information.)*

Matthew H. Asselmeier, Senior Planner  
Kendall County Planning, Building and Zoning  
111 West Fox Street  
Yorkville, IL 60560  
masselmeier@co.kendall.il.us  
(630) 553-4139

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 2.6 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, including but not limited to Owner's compliance with its obligations under the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., the Illinois Open Meetings Act, 5 ILCS 120/1 et seq., or any other local, state or federal law that would require Owner's publication of the Instruments of Service, or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. Architect shall indemnify, defend and hold harmless Owner for any claims related to or arising out of Owner's publication of the Instruments of Service when such publication arises out of Owner's compliance with applicable law.

§ 3.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service. Kendall County may use the documents prepared under this agreement as it determines, but Wiss, Janney, Elstner Associates, Inc. (WJE) shall be credited as the author and incur no liability for Kendall County's use of the documents after

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completion of the survey project, except if WJE breached any of its duties under this Agreement during the creation or transmission of the documents.

*(Paragraph deleted)*

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 3.5 The provisions of this Article 3 shall survive the termination of this Agreement.

#### **ARTICLE 4 CLAIMS AND DISPUTES**

##### **§ 4.1 General**

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in the Circuit Court of the Twenty-Third Judicial Circuit of Illinois, Kendall County. The Owner and Architect agree that venue is proper in said Circuit Court and hereby submit to the jurisdiction of said Circuit Court. Notwithstanding the foregoing, the Owner and Architect may, but shall not be required to, agree in writing to pursue alternative methods of binding dispute resolution including but not limited to mediation or arbitration.

*(Paragraphs deleted)*

#### **ARTICLE 5 TERMINATION OR SUSPENSION**

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules may be equitably adjusted, if agreed to in writing by all parties.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. The Architect's fees for the remaining services and the time schedules may be equitably adjusted if agreed to in writing by all parties.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

§ 5.6 If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Architect for services performed prior to termination. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

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§ 5.7 In addition to any amounts paid under Section 5.6, if the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall pay to the Architect the following fees:  
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

zero

.2 Licensing Fee, if the Owner intends to continue using the Architect's Instruments of Service:

zero

§ 5.8 Except as otherwise expressly provided herein, this Agreement shall terminate  
(Check the appropriate box.)

☐ One year from the date of commencement of the Architect's services

☐ One year from the date of Substantial Completion

☒ Other  
(Insert another termination date or refer to a termination provision in an attached document or scope of service.)

Three months after submission of the final document.

If the Owner and Architect do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Architect's services.

§ 5.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 5.7.

## ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.  
(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

\$42,500

### § 6.2 Compensation for Reimbursable Expenses

(Paragraphs deleted)

(Paragraphs deleted)

§ 6.2.3 Architect's Insurance. If the types and limits of coverage required in Section 1.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 1.5, and for which the Owner shall reimburse the Architect.)

N/A

### § 6.3 Payments to the Architect

#### § 6.3.1 Initial Payments

§ 6.3.1.1 An initial payment of zero (\$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

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**§ 6.3.2 Progress Payments**

**§ 6.3.2.1** Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.).

*(Paragraphs deleted)*

**ARTICLE 7 MISCELLANEOUS PROVISIONS**

**§ 7.1** This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

**§ 7.2** *[Intentionally Omitted]*

**§ 7.3** The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

**§ 7.4** The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

**§ 7.4.1** *[Intentionally Omitted]*

**§ 7.5** If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

**§ 7.6** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

**§ 7.7** *[Intentionally Omitted]*

**§ 7.8** The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect may be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner may provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

**§ 7.9** If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 7.9.1. This Section 7.9 shall survive the termination of this Agreement.

**§ 7.9.1** The receiving party may disclose "confidential" or "business proprietary" information, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, including but not limited to the Owner's compliance with the Illinois Freedom of Information Act (5 ILCS 140/1, et seq.) or the Illinois Open Meetings Act (5 ILCS 120/1, et seq.) or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 7.9.

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§ 7.10 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

#### ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

Refer to the attached WJE proposal, dated June 23, 2022.

Section 4: Terms and Conditions of the Kendall County, Illinois Invitation to Bid (ITB) Number: PBZ202201 (the "ITB") is hereby expressly incorporated into this Agreement by reference. If any conflict exists between the provisions of this Agreement the WJE proposal, dated June 23, 2022 and/or the provisions of the ITB, the provisions of the ITB shall prevail.

#### ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement and the ITB represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 9.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B102™-2017, Standard Form Agreement Between Owner and Architect

.2 Kendall County, Illinois Invitation to Bid (ITB) Number: PBZ202201

*(Paragraphs deleted)*

.3 WJE proposal dated June 23, 2022.

This Agreement entered into as of the day and year first written above

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
ARCHITECT (Signature)

Kenneth M. Itle, AIA Associate Principal

\_\_\_\_\_  
(Printed name, title, and license number, if required)

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Kendall County, Illinois  
Planning, Building and Zoning Department

Historic Structure Survey in Unincorporated  
Bristol and Kendall Townships

Invitation to Bid (ITB) Number: PBZ202201

June 14, 2022

# SECTION 1: INTRODUCTION

## A. DEFINITIONS:

“Addenda” or “Addendum” means written or graphic instruments issued by Kendall County, Illinois (“County”), which by additions, deletions, clarifications or corrections, modify or interpret the Bidding Documents. All Addenda shall be incorporated herein by reference as part of the ITB.

“Bid” means a complete and properly executed proposal to complete the Project for the sums stipulated therein, submitted in accordance with the Bidding Documents.

“Bidder” means a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

“Bidding Documents” means this ITB, Grant Agreement between the State of Illinois and Kendall County (Kendall County Structure Survey – 22-005 CLG), and all Addenda, which shall hereinafter be referred to collectively as “Bidding Documents”.

“County” means Kendall County, Illinois and its elected officials, departments, employees, and agents.

“ITB” means this Invitation to Bid and any documents specifically incorporated by reference or attached hereto.

“Project” means the Scope of Work described in the Bidding Documents.

“Project site” means the location where the Project will be performed, which is the following location: unincorporated Bristol and Kendall Townships.

“Procurement Ordinance” refers to the Kendall County Procurement Ordinance, as amended from time to time.

## B. SCOPE OF WORK:

The County, by and through its Planning, Building and Zoning Department, seeks a qualified business to provide the following scope of services in accordance with the requirements set forth in this ITB and the Bidding Documents:

The Kendall County Historic Preservation Commission seeks professional services to conduct an intensive-level historical and architectural survey of Kendall and Bristol Townships, two of the nine townships within Kendall County. Kendall Township has an area of 39-1/4 square miles and includes all of Township 36 North Range 7 East as well as a small portion of Township 37 North Range 7 East lying south of the Fox River. Bristol Township, just to the north, has an area of 28-1/2 square miles and includes the portion of Township 37 North Range 7 East lying north of the Fox River.

The intent of the survey project is to document resources in the historically rural portions of each township. Based on a preliminary review of historic aerial photography, the number of properties to be documented is estimated as follows:

160 properties in Kendall Township  
80 properties in Bristol Township

For rural properties of this type, each site will typically contain multiple structures, such as a farmhouse, garage, barn, and other outbuildings. Therefore, the number of structures to be documented is likely in the range of 700 to 1,200 structures covering approximately 240 properties.

The proposed survey project will include the following tasks:

Historical research will be completed to develop a summary context history for Kendall County overall as well as for Kendall and Bristol Townships. It is anticipated that local volunteers will participate in the historical research.

A database and GIS mapping will be developed for the survey, to allow for compilation and presentation of the survey data. The survey scope will be developed based upon a review of 1939 aerial photography and historic atlas and plat maps, to identify potential sites where structures more than fifty years old may exist.

A field survey will be conducted. Each existing structure on a potentially historic site will be documented with notes and photographs from the public right-of-way, or with the owner's permission at close range. The existing materials, condition, architectural style, and obvious alterations or additions will be noted

Based on the field survey and historical research, the integrity and significance of each site will be assessed.

The context history and survey results will be compiled in a summary report, accompanied by reference maps as well as survey forms and photographs for each property documented.

The survey results will be presented at a public meeting of the Kendall County Historic Preservation Commission.

The successful bidder must have experience conducting similar structure surveys in rural settings in Illinois and must provide evidence to that effect.

The cost to complete the project shall not exceed \$42,500.

The Project is being financed, in part, with funds from the Certified Local Government grant program ("Grant"). By submitting an ITB, the Bidder must agree to comply with all applicable requirements set forth in the terms and conditions of the Grant.

Minority business firms are encouraged to submit Bids on the Project, and Bidders are encouraged to utilize minority businesses as sub-contractors, suppliers, and for services related to the Project. Businesses located in Kendall County, Illinois are also encouraged to submit Bids for the Project.

Also, the Bidding Documents incorporate by reference herein all requirements of the Kendall County Procurement Ordinance, as amended. In the event of any conflict between the Bidding Documents and the Kendall County Procurement Ordinance, the terms of the Kendall County Procurement Ordinance, as amended, shall control.

**C. BASIS OF BIDS:**

Bids will be a single contract, stipulated sum.

The specifications described herein are what the County determined are necessary to meet the performance requirements of the County. Bidders desiring to bid on items which deviate from these specifications, but which they believe to be equivalent, are requested to submit alternate bids. However, alternate bids must be clearly marked as such and deviations from the specifications must be plainly noted. The bid must be accompanied by complete technical specifications of the alternate item(s) offered. Equivalency shall be at the County's sole discretion, and it shall be the County's sole decision whether to accept an alternate or not.

Unit prices shall be shown for each item as applicable and for which vendor is offering a bid. The unit price shall include all packing, crating, freight/shipping charges, and cost of unloading supplies at destination unless otherwise expressly stated in the Bid proposal. Unit prices shall not include any local, state or federal taxes. In case of a mistake in the extension of price, the unit price shall govern. All prices must be typewritten or written in ink adjacent thereto and initialed in ink by the party signing the Bid.

**D. IMPORTANT DATES:**

The following table identifies several important dates and deadlines related to the Bidding Documents:

DATE	EVENT
	Bidding Documents available at Planning, Building and Zoning Department, 111 W. Fox Street, Room 203, Yorkville, IL 60560 or <a href="https://www.kendallcountyil.gov/departments/administration-services/rfp-rfq-call-for-bids">https://www.kendallcountyil.gov/departments/administration-services/rfp-rfq-call-for-bids</a>
	Questions due to Matthew Asselmeier at <a href="mailto:masselmeier@kendallcountyil.gov">masselmeier@kendallcountyil.gov</a> <b>no later than 12:00 p.m. (CDT) on June 22, 2022</b>
	Questions answered via addendum and posted on the County's website no later than 12:00 p.m. (CDT) on June 22, 2022 at <a href="https://www.kendallcountyil.gov/departments/administration-services/rfp-rfq-call-for-bids">https://www.kendallcountyil.gov/departments/administration-services/rfp-rfq-call-for-bids</a>
	Sealed Bids due no later than 4:00 p.m. (CDT) on June 29, 2022.
	Bid opening conducted at 11:00 a.m. (CDT) on June 30, 2022, at 111 W. Fox Street, Yorkville, Illinois 60560.

**E. EXAMINATION AND PROCUREMENT OF DOCUMENTS:**

Bidding documents can be viewed during normal business hours (8:00 a.m. until 4:30 p.m. CDT, excluding holidays) at 111 W. Fox Street, Room 203, Yorkville, IL 60560 or <https://www.kendallcountyil.gov/departments/administration-services/rfp-rfq-call-for-bids>.

**F. ADDENDUM:**

Any and all changes to the Bidding Documents are valid only if they are included by written addendum to all Bidders. Addenda are written instruments issued by the County prior to the date for receipt of Bids, which modify or interpret the Bidding Documents by addition, deletions, clarifications, and/or corrections. All addenda so issued shall become part of the Bidding Documents. Only Scott Koeppel, County Administrator, and Matthew Asselmeier, Senior Planner have the authority to issue an addendum for these Bidding Documents.

No interpretation of the meaning of the plans, specifications, or other Bidding Documents will be made orally. All Addenda will be posted at <https://www.kendallcountyil.gov/departments/administration-services/rfp-rfq-call-for-bids>.

Each Bidder shall confirm prior to submitting a Bid that all Addenda issued by the County have been received and, by submission of a Bid, such act shall be taken to mean that such Bidder has received all Addenda; is familiar with the terms thereof; and understands and agrees to comply fully with the contents of the Bidding Documents and Addenda. Failure of the Bidder to receive and review any addendum or interpretation issued by the County shall not relieve the Bidder from the obligation under their Bid as submitted. Failure of a Bidder to request an interpretation constitutes a waiver to a later claim that ambiguities or misunderstandings caused a Bidder to submit a Bid improperly.

#### **G. QUESTIONS**

Should a Bidder require any additional information about this ITB or any other Bidding Documents, such questions should be directed in writing to the County. All questions should be sent to:

Kendall County Planning, Building and Zoning Department  
Attention: Matthew Asselmeier, Senior Planner  
E-mail address: [masselmeier@kendallcountyil.gov](mailto:masselmeier@kendallcountyil.gov)

Questions must be received by the County at the above-referenced email address no later than 12:00 p.m. (CDT) on June 22, 2022.

Questions timely received by the County will be answered at the discretion of the County. Any answers provided by the County will be given by means of an addendum published at <https://www.kendallcountyil.gov/departments/administration-services/rfp-rfq-call-for-bids>.



## SECTION 2: SUBMITTAL OF BIDS

### A. Submittal of Sealed Bid

Bidders are required to submit Bids electronically in .PDF format via email to: [masselmeier@kendallcountyil.gov](mailto:masselmeier@kendallcountyil.gov). The subject of a Bidder's email should read "Bid for Historic Structure Survey Question".

**All Bids must be received by the above-referenced email address no later than 4:00 p.m. (CDT) on June 29, 2022 (hereinafter referred to as the "Due Date"). Bids received after the Due Date will not be considered.**

### B. Modification or Withdrawal of Bids:

Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by sending written notice to the person designated to receive Bids on behalf of the County. Such notice must be received by the County on or before the date and time set for receipt of Bids. The person receiving Bids shall verify that the replaced/withdrawn Bid is removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

### C. Opening of Sealed Bids:

The sealed Bids timely received by the County shall be opened and publicly read on **June 30, 2022 at 11:00 a.m. CDT at 111 W. Fox Street, Yorkville, Illinois 60560**. Each sealed Bid received by the County shall be analyzed to ensure that all stipulations have been satisfied by the Bidder. The results shall be recorded and forwarded with all Bidding Documents to the appropriate County official. Bidder attendance is NOT required at the opening of sealed Bids.

## SECTION 3: INSTRUCTIONS TO BIDDERS

A. **What Information Must Be Included In The Bids:** All Bids must comply with the following requirements:

1. The Bidder must complete and include all of the following documents with their Bid:
  - Mandatory Cover Sheet (The Cover Sheet form to complete is attached to the ITB as Exhibit A)
  - Completed Bid Forms (the Bid Forms are attached to the ITB as Exhibit B)
  - Resume or Curriculum Vitae showing prior experience of conducting historic structure surveys in rural, unincorporated locations within the State of Illinois
  - All other requirements included in the Bidding Documents
2. All sealed Bids must be comprehensive and complete for the services requested in the Bidding Documents. All Bids shall provide a straightforward, concise delineation of the Bidder's capabilities to satisfy the requirements of the Bidding Documents and the services requested therein. Emphasis should be on completeness and clarity of content.
3. Any proposed reduction in price or any proposed donation of materials, supplies and/or labor by the Bidder shall be specified in the completed Bid Forms. Any reduction or donation provided by a Bidder to the County shall not relieve Bidder of their obligations to comply with existing local, state or federal laws, including but not limited to the Illinois Prevailing Wage Act (820 ILCS 130/.01 *et seq.*). The County shall only consider any reduction or donation in determining the lowest responsible Bidder to the extent that the reduction or donation effects the stipulated sum Bid by a Bidder.
4. The "Terms and Conditions" set forth in the Bidding Documents will apply to the contract between the County and the successful Bidder. By submitting a Bid, a Bidder agrees to the Terms and Conditions. Any Bid that conflicts with the Terms and Conditions may be deemed an unresponsive Bid.
5. All sealed Bids shall be submitted on forms included in these Bidding Documents unless otherwise specified.
6. All information requested on Bid forms shall be typewritten or written in ink. Where both written words and numerical figures are required, the written words shall apply in the event of a conflict.
7. The County will not be responsible for any expenses incurred by the Bidder in preparing and submitting Bids.
8. The Bidder must sign their Bid in their business or corporation's name and must bear the original longhand signature of a principal legally authorized to sign contracts on behalf of the Bidder. The name of each person signing should be typed or printed below the signature.
9. The individual signing the document for the Bidder shall initial all erasures and/or corrections in their sealed Bid.
10. All variations to the stated specifications must be described in detail (free from ambiguity).

11. All Bidders must confirm they are appropriately licensed and authorized to conduct business within the State of Illinois. Bidders shall be prepared to furnish evidence of the foregoing upon request.
12. The Bidder acknowledges that all materials submitted with the Bid become the property of the County and, as such, may be available to the public pursuant to applicable law.
13. The Bidder is expected to comply with the true intent of this ITB and the Bidding Documents taken as a whole and shall not avail itself of any errors or omission to the detriment of the services or to the County. Should the Bidder suspect any error, omission, or discrepancy in the specifications or instructions, the Bidder shall immediately notify the County in writing, and the County will issue written corrections or clarifications. The Bidder is responsible for the contents of its Bid and for satisfying the requirements set forth in the ITB and Bidding Documents. Bidder will not be allowed to benefit from errors in the document that could have been reasonably discovered by the Bidder in the process of putting the Bid together.

**B. Modification or Interpretation of Bidding Documents:**

The Bidder acknowledges that some of the existing conditions shown in the Bidding Documents are presented for information as an approximation and are not a substitute for the Bidder's required field verification of existing conditions relating to the Project. Failure to make the necessary field examinations will not relieve the Bidder from any of the requirements of the Bidding Documents or any contract entered into by the County and the successful Bidder.

The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the County of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to the procedures set forth in these Bidding Documents.

**C. Award of Bid:**

It is the intent of the County to award the Bid to the lowest responsible bidder who has met all specifications, terms, and conditions of this ITB and all other Bidding Documents. The County reserves the right to issue its award on a per item basis or total low bid overall. The quality of the articles to be supplied, their conformity with specifications, their suitability to the requirements of the County, and delivery and discount terms will be taken into consideration in making the award(s).

Submission of a bid confers no rights on the bidder to selection or to a subsequent contract. This ITB process is for the County's benefit only, and it is intended to provide the County with competitive information to assist in selection of services. All decisions on compliance, evaluation, and responsiveness shall be made solely at the County's discretion. By submitting a Bid, Bidder acknowledges the County's decision is final, binding, and conclusive upon the Bidder for all purposes.

All bids submitted shall be considered firm offers and will be binding for ninety (90) calendar days following the due date for submittal of sealed bids, unless, upon the County's request, the Bidder agrees in writing to an extension.

The failure of a Bidder to promptly supply information requested in the Bidding Documents may result in the Bidder being eliminated from consideration.

The County reserves the right to reject any or all bids, to waive any or all irregularities, to waive or deviate from the procedures or timetable identified in the Bidding Documents, or to supplement, amend, or otherwise modify the Bidding Documents, without notice. The County may seek additional information or clarification from a bidder at any time and failure to respond promptly may be cause for rejection of the bid.

The County reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder. The Bidder's failure to agree to the Terms and Conditions included in the Bidding Documents or to otherwise meet the requirements of the Bidding Documents may result in the disqualification of the Bidder's bid from further consideration as an unresponsive bid.

**D. Execution of Contract:**

The accepted Bid shall be contracted by the County for the total stipulated sum set forth in the accepted Bid. The County will not be responsible for any additional charges above the accepted Bid unless additional services are negotiated and accepted by the County by written addendum to the original contract.

The contents of the Bid submitted by the successful Bidder and the Bidding Documents (including, but not limited to the Terms and Conditions set forth below in this ITB) will become a part of the contract awarded as a result of the Bid process.

**E. Prevailing Wage Notice:**

This project calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor ("Department") publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. The successful Bidder will be required to ensure that all of its contractors and subcontractors rendering services under the contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

## SECTION 4: TERMS AND CONDITIONS

The Bidder's failure to agree to the following terms and conditions may result in the disqualification of the Bidder's proposal from further consideration as an unresponsive Bid.

By submitting a Bid, Bidders represent that:

1. Bidder has read and understands the Bidding Documents;
2. The Bid complies with the Bidding Documents;
3. Bidder has visited the Project site; is familiar with local conditions under which the Project is to be performed; and has correlated the Bidder's observations with the requirements of the Bidding Documents and the Bidder's Bid; and
4. The Bid is based upon the materials, equipment, and systems required by the Bidding Documents, as may be amended by written addendum, without exception.

**By submitting a Bid, Bidders agree to accept and comply with the following Terms and Conditions that shall be incorporated by reference herein to the contract between Kendall County and the successful Bidder:**

1. These Terms and Conditions, along with the ITB, the Bidding Documents, and the Bidder's Bid, represent the entire understanding between the parties hereto (collectively, the "Agreement"), and any modification or amendment hereof must be made in writing, signed and executed by both parties hereto. Furthermore, this Agreement supersedes any prior written or oral agreements between the parties, and there are no other promises or conditions in any other agreement whether oral or written. In the event of a conflict, the documents shall control in the following order of descending precedence: the Agreement, the Terms and Conditions set forth in the ITB, the remaining portions of the Bidding Documents, and the Bidder's Bid.
2. This Agreement shall be effective as of the date of final signature below and shall continue in force and effect until the Project has been fully completed to the satisfaction of the County but no later than the dates specified in the Grant or as terminated by either party pursuant to the terms in the Agreement, whichever occurs first.
3. Pursuant to, and as set forth in this Agreement, Bidder will provide the County the following services:

The proposed survey project will include the following tasks:

Historical research will be completed to develop a summary context history for Kendall County overall as well as for Kendall and Bristol Townships. It is anticipated that local volunteers will participate in the historical research.

A database and GIS mapping will be developed for the survey, to allow for compilation and presentation of the survey data. The survey scope will be developed based upon a review of 1939 aerial photography and historic atlas and plat maps, to identify potential sites where structures more than fifty years old may exist.

A field survey will be conducted. Each existing structure on a potentially historic site will be documented with notes and photographs from the public right-of-way, or with the owner's permission at close range. The existing materials, condition, architectural style, and obvious alterations or additions will be noted

Based on the field survey and historical research, the integrity and significance of each site will be assessed.

The context history and survey results will be compiled in a summary report, accompanied by reference maps as well as survey forms and photographs for each property documented.

The survey results will be presented at a public meeting of the Kendall County Historic Preservation Commission.

All reports, maps, and related materials will be turned over to Kendall County upon completion of the project.

(Hereinafter referred to collectively as “the Scope of Work” or “the Project”).

4. As consideration for the services to be performed by Bidder pursuant to the terms and conditions set forth in this Agreement, the County agrees to pay Bidder as follows:

A maximum of Forty-Two Thousand, Five Hundred Dollars (\$42,500), subject to the terms and conditions of the Grant.

The County shall not be responsible for any costs in excess of the payment schedule set forth above unless the County agrees to said increase in writing before such expense is incurred. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 *et seq.*).

5. The County reserves the right to make changes in the Scope of Work (increases and decreases of any kind) and alterations in material and product selections. Bidder, its contractors, and subcontractors and their respective employees and agents shall make no changes in the Scope of Work without issuance of a written change order that is first executed by both the County and the Bidder. The County will not pay for verbal change orders. Bidder must obtain written change orders or, at minimum, email authorization of additional fixed-price change order work from the County *before* proceeding with any additional work or any variations in specified materials. Furthermore, Bidder understands and agrees that any public works change orders that total fifty percent (50%) or more of original contract price must be rebid in same manner as the original contract. *See* 50 ILCS 525/5. Bidder also understands and agrees that any change orders of more than \$10,000 or 30 days (more or less) in completion time, must be pre-approved in writing by the County. *See* 720 ILCS 5/33E-9.
6. Bidder is an Independent Contractor and is not an employee of, partner of, agent of, or in a joint venture with the County. Bidder understands and agrees that Bidder is solely responsible for paying all wages, benefits and any other compensation due and owing to Bidder’s officers, employees, and agents for the performance of services set forth in the Agreement. Bidder further understands and agrees that Bidder is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Bidder’s officers, employees and/or agents who perform services as set forth in the Agreement. Bidder also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Bidder, Bidder’s officers, employees and agents and agrees the County is not responsible for providing any insurance coverage for the benefit of Bidder, Bidder’s officers, employees and agents. Bidder hereby indemnifies and agrees to waive any right to recover alleged damages, penalties, interest, fees (including attorneys’ fees), and/or costs from the County, its board members, officials, employees, insurers, and agents for any alleged injuries that Bidder, its officers, employees



and/or agents may sustain while performing services under the Agreement. Bidder shall exercise general and overall control of its officers and employees.

7. For public safety reasons and to the extent permitted by law, Bidder agrees that no one shall be assigned to perform work at the County's facilities on behalf of Bidder, Bidder's consultants, subcontractors and their respective officers, employees, agents and assigns unless Bidder has completed a criminal background investigation for each individual to be performing work at the site. To the extent permitted by law, in the event that the individual's criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, Bidder agrees that the individual shall not be assigned to perform work on or at the County's properties and/or facilities absent prior written consent from the County. The County, at any time, for any reason and in the County's sole discretion, may require Bidder, Bidder's contractors, and Bidder's subcontractors to remove any individual from performing any further work under this Agreement. Should the County have a complaint regarding the performance of the services or the behavior of Bidder's officers, employees, contractors, subcontractors, and/or agents performing services under this Agreement, or should the County request a change in the manner in which services are being performed pursuant to this Agreement, the County shall transmit the same to the Bidder's on-site foreman and/or to any other member of Bidder's management, who shall take immediate action and shall promptly resolve the problem to the County's satisfaction. Bidder's failure to take immediate action and/or to resolve the problem to the County's satisfaction shall be considered a material breach of the Agreement.
8. Bidder shall indemnify, hold harmless and defend with counsel of the County's own choosing, the County, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Agreement or ancillary documents and any breach by Bidder of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from any act or omission, neglect, willful acts, errors, or misconduct of Bidder in its performance under this Agreement or the contract documents. Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this Section of the Agreement unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Bidder's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Agreement.
9. Bidder will obtain and continue in force, during the term of this Agreement, all insurance as set forth below:
  - a. All coverage shall be placed with insurers authorized to conduct business in Illinois with a current A.M. Best's rating of no less than A:VII. Each insurance policy shall not be cancelled or changed without thirty (30) calendar days' prior written notice, given by the insurance carrier to the County at the address set forth herein.
  - b. Minimum Scope and Limit of Insurance. All coverage shall be at least as broad as the following:
    - i. Commercial General Liability ("CGL"): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than

\$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be \$2,000,000.

- ii. Umbrella/Excess Liability: Limits of liability equal to or greater than \$5,000,000 per occurrence and \$5,000,000 in aggregate.
  - iii. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Bidder has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
  - iv. Workers' Compensation Insurance: Insurance as required by the State of Illinois, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if company provides written verification it has no employees.)
  - v. Professional Liability (Errors and Omissions) Insurance: Professional insurance appropriate to Bidder's profession, with limit no less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate.
- c. If Bidder maintains broader coverage and/or higher limits than the minimums shown above, the County shall be entitled to the broader coverage and/or the higher limits maintained by the Bidder. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County. The County and its, past, present, and future its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Bidder including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Bidder's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
  - d. For any claims related to this Agreement, the Bidder's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the Releasees. Any insurance maintained by the Releasees shall be in excess of the Bidder's insurance and shall not contribute with it.
  - e. Bidder hereby grants to the Releasees a waiver of any right to subrogation which any insurer of said Bidder may acquire against Releasees by virtue of the payment of any loss under such insurance. Bidder agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Releasees have received a waiver of subrogation endorsement from the insurer.
  - f. Self-insured retentions must be declared to and approved by the County. The County may require the Bidder to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the County.
  - g. If any of the required policies provide coverage on a claims-made basis, (1) the Retroactive Date must be shown and must be before the date of the Agreement or the beginning of the contracted work; (2) insurance must be maintained and evidence of insurance must be provided for at least



five (5) years after completion of the contract of work; and (3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement's effective date, the Bidder must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the contracted work.

- h. Bidder shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Bidder's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
  - i. Subcontractors: Bidder shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Bidder shall ensure that the County is an additional insured on insurance required from subcontractors.
  - j. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
10. Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events may include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.
11. Upon the occurrence of any material default or breach of Agreement by either party, the injured party (i.e., the non-breaching and/or non-defaulting party) may, at its option, upon notice to the other in writing, declare this Agreement to be in default, and at any time thereafter, so long as the other party shall have not remedied or caused to be remedied all outstanding defaults and/or breaches within a reasonable period of time as determined by the County, the injured party may elect, in accordance with law and any other agreement between the parties to: (a) Proceed by appropriate court action at law or in equity to enforce performance by the defaulting party of its obligations under this Agreement and/or to recover damages for breach thereof; and/or (b) By notice in writing to the defaulting party, cancel or terminate this Agreement. For purposes of this Paragraph, "reasonable period of time" will be dependent on the type of service being provided but, in any event, the reasonable period of time may be no less than one hour but no more than thirty (30) calendar days.
12. Notwithstanding any other provision of this Agreement, this Agreement may be terminated by the County upon written notice delivered to Bidder at least thirty (30) days prior to the effective date of termination. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement under this paragraph.
13. Bidder agrees to comply with all applicable federal, state or local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state,

municipality, county, or location where the work is to be performed. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.

14. This contract calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 *et seq.* (“the Act”). The Act requires the Bidder and Bidder’s contractors and subcontractors to pay their respective laborers, workers and mechanics performing services on this public works project no less than the current “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. The Illinois Department of Labor (“Department”) publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates, and the Bidder and Bidder’s contractors and subcontractors have an obligation to check the Department’s website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Department’s website. The Bidder and all of the Bidder’s contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Act, including, but not limited to, all wage requirements and notice and record keeping duties. Failure to comply with all applicable requirements of the Act will be considered a material breach of this Agreement.
15. When applicable, Bidder shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act, Safety Inspection and Education Act & “Right to Know” law, 820 ILCS 255/1 *et seq.*, 820 ILCS 220/0.01 *et seq.* and 820 ILCS 225/0.1 *et seq.*
16. Bidder, its officers, employees, contractors, subcontractors, and agents agree not to commit unlawful discrimination and unlawful harassment and further agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*, as amended, and all applicable rules and regulations. Also, Bidder and Bidder’s subcontractors shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all other fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations.
17. All services to be undertaken by Bidder shall be carried out by competent and properly trained personnel of Bidder to the highest standards and to the satisfaction of the County. All services, materials and components shall conform to relevant manufacturers’ and equipment suppliers’ specifications, and all materials and spare parts shall be obtained from the original equipment manufacturers or from suppliers approved by them. No warranties implied or explicit may be waived or denied.
18. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.
19. This Agreement shall be construed in accordance with the laws and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County Illinois, Twenty-Third Judicial Circuit, State of Illinois.
20. In the event the County is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of the County’s obligations under this Agreement during said fiscal period, the County agrees to provide prompt written notice of said occurrence to Bidder. In the event of a default due to non-

appropriation of funds, the County has the right to terminate the Agreement upon providing thirty (30) days written notice to Bidder. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

21. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to the County, to the County's Representative, Matthew Asselmeier, Kendall County Planning, Building and Zoning Department, 111. W. Fox Street, Room 203, Yorkville, IL 60560, with copy sent to: Kendall County State's Attorney, 807 W. John Street, Yorkville, Illinois, 60560, fax (630) 553-4204.  
And, in the case of Bidder, to:
- 

22. Bidder certifies that Bidder, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (Bid rigging or Bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act). Bidder further certifies by signing the Agreement, the Bidder, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Also, by signing this Agreement, Bidder affirms that Bidder has not made any admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent, or employee of the Bidder's company been so convicted nor made such an admission.
23. Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in Bidder or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in Bidder or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.
24. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If Kendall County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, the County is required to use the services of an attorney, then Kendall County shall be entitled to reasonable attorneys' fees, court costs, and expenses incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.
25. Vendor Information Reporting Requirements. Pursuant to 35 ILCS 200/18-50.2, the County must collect and electronically publish certain data from all vendors and subcontractors doing business with the County. To comply with this statutory obligation, the Bidder agrees to provide the County with written answers to the following questions within ten (10) business days after the parties' execution of this Agreement:
1. Is the Bidder and/or any of the Bidder's subcontractors a minority-owned, women-owned, or veteran-owned business, as defined in the Business Enterprise for Minorities, Women, and Persons, with Disabilities Act? If so, please describe.

2. If the answer to Question (1) is “yes”, does the Bidder and/or any of the Bidder’s subcontractors hold any certifications for those categories or are they self-certifying? If the entity holds any certifications, please describe with sufficient detail each certification received.
3. If the Bidder and/or the Bidder’s subcontractors self-certify, do they qualify as a small business under the federal Small Business Administration standards?
26. Bidder and its consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*
27. The County and/or Bidder’s waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
28. Bidder warrants to the County that all construction and related services provided shall be performed in a good workman like manner, in accordance with the terms of the contract documents, and all applicable law, codes, regulations, and other requirements, including safety standards.
29. Bidder understands the County will be utilizing funds received pursuant to the Certified Local Government grant (“Grant”) to pay, in whole or in part, for the services set forth in this Agreement. Thus, Bidder agrees to comply with all applicable provisions of the County’s Grant requirements. Also, Bidder agrees to promptly provide the County, at the County’s request, with any documentation and any other information necessary for the County to comply with the County’s Grant reporting requirements.
30. It is understood and agreed to by the parties that all contracts entered into by a government body, such as the County, are open to public review and may be discussed in open session pursuant to the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*) and/or may be released pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), any other applicable state or federal law, and/or pursuant to subpoena and/or court order.
31. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.
32. The County and the Bidder each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement. Furthermore, Bidder hereby affirms that Bidder is legally authorized to transact business in the State of Illinois.

# EXHIBIT A — BID SUBMISSION COVER SHEET

ITB Number & Name PBZ202201 Historic Structure Survey in Unincorporated Bristol and Kendall Townships

Bidder Name (printed):

Address: City, State, Zip:

Bid Clarification Contact Person: Telephone:

Email:

State of Incorporation: Entity Type:

Federal Employer Identification Number (FEIN):

Any individual signing below hereby certifies they are an authorized representative of Bidder and that:

1. Bidder understands and accepts the requirements of this ITB and all Bidding Documents. By submitting a Bid, Bidder agrees to be bound by all requirements and terms and conditions set forth in the Bidding Documents.
2. Bidder acknowledges receipt of any and all Addenda to this ITB.
3. Bidder certifies all contents of the Bid (including any other forms or documentation, if required under the Bid Documents), and this Bid Submission Cover Sheet are truthful and accurate and have been prepared independently from all other Bidders, and without collusion, fraud, or other dishonesty.
4. Subject to acceptance by a majority vote of the Kendall County Board, the Bidder acknowledges that by submitting this Bid offer and signing in the space below, the Bidder is contractually obligated to comply with all items in the Bidding Documents.

Authorized Signature

Date

(Printed Name and Title)

Email Address

## EXHIBIT B - Bid Form

BIDDER'S NAME: \_\_\_\_\_

KENDALL COUNTY ITB NUMBER: PBZ202201

ITB PROJECT NAME: Historic Structure Survey in Unincorporated Bristol and Kendall Townships

**1. COST OF WORK:** The undersigned Bidder having familiarized themselves with the conditions affecting the cost of the work and its performance and having carefully examined and fully understood the Bidding Documents, hereby affirms and agrees to enter into a contract with Kendall County, Illinois to provide all supervision, labor, material, equipment, and all other expense items to perform completely the entire work covered by all specifications for the entire work

FOR THE LUMP SUM OF FORTY-TWO THOUSAND FIVE HUNDRED Dollars (\$ 42,500).

*[Please include a breakdown of unit and total prices for items as required as an attachment to this Bid Form.]*

**2. COSTS:** The undersigned hereby affirms and states that the prices quoted herein constitute the total cost to Kendall County, Illinois for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, overhead expense, all profits, and all other work, services, and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Bidding Documents.

**3. PROFESSIONAL REFERENCES:** The undersigned shall provide at least three (3) professional references that can provide Kendall County, Illinois with information regarding the bidder's experience with this type of project, and these professional references are attached to this Bid Form.

**4. COMPLIANCE CERTIFICATIONS:** By initialing below, the undersigned hereby certifies all of the following in accordance with applicable state and federal law:

- A. COMPLIANCE WITH ILLINOIS DRUG FREE WORKPLACE ACT:** The undersigned, having 25 or more employees, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

\_\_\_\_\_ (Initials)

- B. COMPLIANCE WITH THE ILLINOIS HUMAN RIGHTS ACT:** The undersigned does hereby certify pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, 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) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Illinois Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.



The undersigned also further certifies that, pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105), it has a written equal employment opportunity policy that is in compliance with all terms and conditions of the Equal Employment Opportunity provisions of the Illinois Human Rights Act.

\_\_\_\_\_ (Initials)

- C. CERTIFICATION REGARDING BIDDER ELIGIBILITY:** The undersigned does hereby certify that it has not been barred from bidding on a public contract as a result of a violation of either Section 33E-3 (Bid-rigging) or Section 33E-4 (Bid rotating) of the Illinois Criminal Code, contained in Chapter 38 of the Illinois Revised Statutes.

\_\_\_\_\_ (Initials)

- D. NON-COLLUSION AFFIDAVIT:** The undersigned's completed Non-Collusion Affidavit is attached to this Bid Form.

*This Bid Form and all attachments are respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.*

Bidder's Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

Email Address: \_\_\_\_\_ Website: \_\_\_\_\_

Type of Business Organization: *(Check the box that applies)*

- ☐ Sole Proprietor
- ☐ Corporation
- ☐ LLC
- ☐ Partnership
- ☐ Limited Partnership
- ☐ Other: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Attested by: \_\_\_\_\_ Title: \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**  
***(Complete and Submit with Bid Form)***

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being duly sworn, says that he/she is  
\_\_\_\_\_ of \_\_\_\_\_  
(sole owner, member of firm, corporate official) (individual, firm or corporate name)  
which has by the enactment of this document affirmed that he/she, in the preparation of the Bid estimates, has not entered into any verbal and/or written agreement with any of the other bidders or their agents for the specific purpose of fixing bid estimates to benefit him/herself or the firm he/she represents.

The undersigned Bidder further certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of government in the State of Illinois, nor has the Bidder made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the Bidder committed bribery or attempted bribery on behalf of the Bidder and pursuant to the direction or authorization of a responsible official of the Bidder.

The undersigned Bidder further certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of state laws prohibiting bid-rigging or bid-rotating.

Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public  
(seal)



## Bidder's Professional References

As part of their Bid package, the Bidder must provide at least three (3) professional/client references for services the Bidder has performed within the past five (5) years that are similar in size, scope, and type of

### Reference #1:

Professional Reference Name: \_\_\_\_\_

Contact Person's Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Email: \_\_\_\_\_

Description and date(s) of services: \_\_\_\_\_

\_\_\_\_\_

### Reference #2:

Professional Reference Name: \_\_\_\_\_

Contact Person's Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Email: \_\_\_\_\_

Description and date(s) of services: \_\_\_\_\_

\_\_\_\_\_

### Reference #3:

Professional Reference Name: \_\_\_\_\_

Contact Person's Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Email: \_\_\_\_\_

Description and date(s) of services: \_\_\_\_\_

\_\_\_\_\_



June 23, 2022

Matthew H. Asselmeier, AICP, CFM  
Senior Planner  
Kendall County Planning, Building & Zoning  
111 West Fox Street  
Yorkville, Illinois 60560-1498

## **Historical Survey - Kendall and Bristol Townships**

ITB Number PBZ202201  
WJE No. 2021.5052

Dear Mr. Asselmeier:

At your request, Wiss, Janney, Elstner Associates, Inc. (WJE) is pleased to provide this proposal to conduct a historical and architectural survey of Kendall and Bristol Townships, two of the nine townships within Kendall County. The townships were selected by the Kendall County Historic Preservation Commission (Commission). Based on past correspondence with you and the ITB dated June 14, 2022, it is our understanding that Kendall County has been awarded a Certified Local Government (CLG) Grant from the Illinois State Historic Preservation Office to support the survey work. Additionally, local volunteers recruited by the Commission will be available to participate in the project work.

The intent of these surveys will be to identify historically and architecturally significant properties and/or sites over 50 years of age, which will result in recommendations of the most noteworthy properties for listing in the National Register of Historic Places or designation as a Local Landmark. As part of the survey, the present condition, integrity, architectural style and features, construction date, and any additions or alterations would be identified for the most significant properties.

### **SCOPE OF WORK**

The Kendall County Historic Preservation Commission seeks to conduct an intensive-level historical and architectural survey of unincorporated areas of Kendall Township (excluding Helmar) and Bristol Township in Kendall County. Based on an initial review of 1930s aerial photography as compared to present-day aerial photography, we estimate that there are approximately 160 existing properties in Kendall Township and 80 existing properties in Bristol Township that should be included in the survey.

To perform the tasks involved with the completion of an intensive-level survey, we understand that members of the Kendall County Historic Preservation Commission will volunteer their time to support the field survey work and historical research.

Based on our understanding of the project, we propose the following scope of work:

1. **Orientation Meeting.** Attend a meeting with the Kendall County Historic Preservation Commission to discuss the survey, clarify the scope of work and methodology, and establish plans for the implementation of the work.
2. **Sample Report and Survey Form.** Provide a sample of the typical survey form to be used for the project.
3. **Field Survey.** Perform a survey of farmsteads, cemeteries, and rural churches identified in Kendall and Bristol Townships. Each survey team will typically include one WJE staff member and one Kendall County volunteer. Volunteers will be trained by WJE staff prior to commencement of the field survey.
4. **Photographic Documentation.** Prepare documentary photographs using digital photography in accordance with the National Register Photo Policy Factsheet of May 2013.
5. **Map.** Prepare a base map of the survey area, showing approximate location of survey sites. The map will be prepared using GIS software. We assume that Kendall County will provide baseline GIS data such as parcel boundaries.
6. **Determinations of Eligibility.** Field survey information and research materials collected by volunteers will be reviewed, and landmark status eligibility evaluations will be made for all inventoried sites.
7. **Database Development.** The survey data will be compiled using Microsoft Access.
8. **Draft Report.** Prepare summary draft reports for Kendall and Bristol Townships, with a discussion and evaluation of the Kendall County region, including the following:
  - Executive Summary
  - Survey methodology
  - A description and context history of the township and the surrounding region, including the growth of businesses, agriculture, and development (it is assumed volunteers coordinated by the county will conduct research and WJE will prepare the historical narrative)
  - List of structures within the survey area, with approximate construction date, architectural style, and the level of significance of each structure
  - Tabulated results from the survey area, including the acres surveyed, total properties extant at time of survey, and number of properties meriting further historical research
  - Map of the survey area
  - Map of potential historic districts, if applicable
  - Map locating noteworthy properties considered eligible for individual landmark status
  - A brief description of significant and relevant surveys previously undertaken in the survey area
  - Identification of any difficulties or limitations in the survey
  - A discussion of recommended strategies for identifying and protecting significant historic properties in the survey area
  - Bibliography of previous surveys and sources referenced



The draft report will be submitted electronically for review.

9. **Final Report and Deliverables.** Based on comments received on the draft report, revise and finalize the summary report. The final survey forms, photography, database, mapping, and report files will be provided electronically on CD-ROM. No printed hard copy deliverables are included at this time.
10. **Public Meetings.** Attend up to two scheduled meetings with the Kendall County Historic Preservation Commission during the project. Meetings are assumed to be held at the Kendall County office in Yorkville.

As noted above, we anticipate each survey team will typically include one WJE staff member and one Kendall County volunteer. Kendall County will coordinate volunteers to be available to accompany WJE staff during the field survey work.

Additionally, volunteers coordinated by the county will conduct research into the history and development of Kendall and Bristol Townships in area historical societies (supported by knowledgeable members), as well as local libraries. Scans or photocopies of research materials will be provided to WJE, who will develop the context history as described above.

## SCHEDULE

Following contracting, WJE will develop a schedule with Kendall County to complete the tasks described in the Scope of Work to meet any submittal requirements indicated by the Illinois State Historic Preservation Office.

## BUDGET

To perform the above described Scope of Work, we propose a budget of forty-two thousand, five hundred dollars (\$42,500) to complete both surveys and associated tasks, inclusive of all expenses. All WJE services will be provided in accordance with the *Terms and Conditions* set forth in Section Four of the ITB document.

The budget presented above is for WJE time and expenses only. The budget does not include time from volunteers coordinated by Kendall County to conduct research and assist with the field survey work or other expenses incurred by Kendall County during the project (e.g., printing of hard copies of the final report). It is anticipated that volunteer time and other expenses will provide the local match required as part of the grant program.

WJE is fully licensed to conduct business in the State of Illinois. Resumes of team members with prior experience conducting historic structure surveys in rural, unincorporated locations within Illinois are attached in Appendix A. If you have any questions, or would like to discuss anything regarding this proposal, please let us know.



Matthew H. Asselmeier, AICP, CFM  
Kendall County Planning, Building & Zoning  
June 23, 2022

Sincerely,

**WISS, JANNEY, ELSTNER ASSOCIATES, INC.**



Kenneth M. Itle  
Associate Principal



Matthew H. Asselmeier, AICP, CFM  
Kendall County Planning, Building & Zoning  
June 23, 2022

## **APPENDIX A. RESUMES**

### Kenneth M. Itle | Associate Principal



#### EDUCATION

- University of Illinois at Urbana-Champaign
  - Bachelor of Science, Architectural Studies, 1998
  - Master of Architecture, Preservation, 2000

#### PRACTICE AREAS

- Architectural Historical Surveys
- Building Maintenance Plans
- Construction Observation
- Historic Preservation
- Historic Structures Reports
- Leakage Investigation
- National Register Nominations

#### REGISTRATIONS

- Architect in Illinois and Texas
- National Council of Architectural Registration Boards

#### PROFESSIONAL AFFILIATIONS

- American Institute of Architects (AIA)
- Association for Preservation Technology International (APT)
- U.S. Committee, International Council of Monuments and Sites (US/ICOMOS)
- U.S. Green Building Council, LEED™ Accredited Professional

#### CONTACT

kitle@wje.com  
847.272.7400  
www.wje.com

#### EXPERIENCE

Kenneth Itle specializes in architectural preservation. His experience includes condition surveys, preparation of repair drawings and specifications, and construction observation for brick and stone masonry, roofing, plaster, windows, and plaza systems.

In addition to his historic preservation work, Mr. Itle has experience in the investigation and repair of water leakage in the building envelope. His work includes water infiltration testing of masonry, curtain wall, and metal panel systems. Mr. Itle has also served on the City of Evanston Preservation Commission.

#### REPRESENTATIVE PROJECTS

##### Historic Surveys, National Register, and HABS

- Momence Township Survey - Momence, Illinois: Architectural and historical survey of city and township of Momence
- Kankakee County Preservation Master Plan and Survey of Pilot Township - Kankakee County, Illinois: Development of county-wide master plan to define goals for preservation commission, including six public meetings in different local communities; detailed survey of Pilot Township (Herscher, Illinois)
- Will County Rural Structures Survey - Will County, Illinois: Architectural and historical survey, research report writing, mapping. Surveyed 24 individual townships for multiple projects across 15 years
- Village of Plainfield Rural Structures and Farmsteads Survey - Plainfield, Illinois: Survey of unincorporated areas within the village's planning boundary
- Nebraska Statewide Historic Buildings Survey - Nebraska: Field work and database development for survey of state-owned historic buildings
- Blue Ridge Parkway - North Carolina and Virginia: Field survey, database development, and assessment of significance of buildings, bridges, and tunnels

- Oak Park Madison Street and Lake Street Corridor Surveys - Oak Park, Illinois: Architectural and historical survey of commercial districts
- Town of Normal South Side Survey - Normal, Illinois: Architectural and historical survey of residential districts
- Flat Top Estate - Blowing Rock, North Carolina: National Register nomination
- Isabella Stewart Gardner Museum - Boston, Massachusetts: HABS documentation
- St. Elizabeths Hospital West Campus - Washington, D.C.: HABS documentation of 69 buildings

##### Historic Structure Reports

- Illinois and Michigan Canal Commissioner's Office - Lockport, Illinois: Field survey, documentation, and historic research
- Illinois State Capitol - Springfield, Illinois: Field investigation and historic chronology
- St. Elizabeths Hospital West Campus - Washington, D.C.: Research and report writing for HSRs for 69 buildings; exterior restoration design for 10 buildings
- Fort Pulaski National Monument - Georgia: Research, field investigation, and report writing
- Gulf Islands National Seashore - Florida: Research, field investigation, and report writing for reports on four historic structures
- Charles Pinckney National Historic Site - Mount Pleasant, South Carolina: Research, field investigation, and report writing for Snee Farm HSR
- Gateway Arch, Jefferson National Expansion Memorial - St. Louis, Missouri - Field investigation, research, and report writing
- Old Courthouse, St. Louis, Missouri - Field investigation, research, and report writing for historic study
- Tangier American Legation Museum - Tangier, Morocco: Field investigation, research, and report writing



### Michael J. Ford | Senior Associate



#### EDUCATION

- University of Iowa
  - Bachelor of Science, Geography/Geology, 1996
- University of Illinois at Urbana-Champaign
  - Master of Architecture, Preservation, 2005

#### PRACTICE AREAS

- Historic Preservation
- Historic Structures Studies
- Condition Assessment
- Repair and Rehabilitation Design
- Roofing and Waterproofing
- Construction Observation
- Facade Assessment

#### REGISTRATIONS

- Architect in IL

#### PROFESSIONAL AFFILIATIONS

- American Institute of Architects (AIA)
- The Association for Preservation Technology (APT)
- National Trust for Historic Preservation
- Construction History Society of America

#### CONTACT

mford@wje.com  
847.272.7400  
www.wje.com

#### EXPERIENCE

Michael Ford has been involved in numerous architectural preservation and repair projects since joining WJE in 2008. He contributes to projects by performing condition surveys, investigating distress conditions, and preparing repair drawings and specifications for a wide range of historic and modern materials. He also has extensive experience in the research for and preparation of Historic Structures Reports, Cultural Landscape Inventories, Historic American Building Surveys, and National Register Nominations, as well as experience in performing architectural historical surveys of rural and urban districts.

In addition to his historic preservation experience, Mr. Ford has participated in and directed a number of stone cladding, roofing and waterproofing, and exterior envelope investigations, prepared construction documents for their repair, and performed construction observation services during implementation.

#### REPRESENTATIVE PROJECTS

##### Architectural Surveys

- Hellman Street Craftsman Historic District - Long Beach, CA: Architectural survey of approximately 450 single-family properties; archival research and documentation; assessment of significance and integrity; database development; and development of GIS mapping
- Joint Base Pearl Harbor/Hickam - Honolulu, HI: Architectural historical survey of over 2,000 military structures, bridges, and facilities at the joint Navy and Air Force base
- Blue Ridge Parkway - Asheville, NC: Architectural historical survey of over 1,100 bridges, tunnels, overlooks, and structures along the parkway; documentation, assessment of significance and integrity, and database development
- Rural Structures Survey - Will County, IL: Architectural historical surveys of over 1,000 farmsteads and 5,000 farm-related structures; archival research and documentation; assessment of significance and integrity; and database development

##### Historic Structures Studies

- San Juan National Historic Site - San Juan, Puerto Rico: Building investigation and assessment, writing of Historic Structure Report, and development of drawings for the Historic American Building Survey for an early-nineteenth-century residence.
- Everglades National Park - Flamingo and Homestead, FL: Archival research, investigation and assessment, concrete and roofing investigation, and writing of Historic Structures Reports for the Mission 66 Flamingo Developed Area and Cold War-era HM-69 Nike Missile Site
- East Freedom Library - St. Paul, MN: Building investigation and assessment, archival research, and writing of Historic Structure Report on the landmark Carnegie library in the Arlington Hills neighborhood of St. Paul
- Mammoth Cave National Park - Mammoth Cave, KY: Building assessment, archival research, oral histories, and writing of Cultural Landscape Report for the Core Visitor Services Area and Historic Structure Report for the Superintendent's Residence
- Rotunda Building - Oak Lawn, IL: Building assessment and documentation, archival research, and writing for National Register Determination of Eligibility for mid-century modern medical office building
- Chadwell Gap, Cumberland Gap National Historic Park - Middlesboro, KY: Archival research, writing, documentation, and mapping for National Register Determination of Eligibility for historic coal mining site
- St. Elizabeths Hospital West Campus - Washington, D.C: Archival research, documentation, and writing of architectural history narratives for Historic Structures Reports and Historic American Building Survey for seventy buildings on historic mental institution campus
- Isabella Stewart Gardner - Boston, MA: Writing of architectural and narrative history and preparation of record drawings for Historic American Building Survey documentation of historic house museum

### Timothy M. Penich | Senior Associate



#### EDUCATION

- University of Illinois at Urbana-Champaign
  - Bachelor of Science, Architectural Studies, 2007
  - Master of Architecture, 2009

#### PRACTICE AREAS

- Historic Preservation
- Historic Structure Reports
- HABS and HAER Documentation
- National Register Nominations
- Repair and Rehabilitation Design

#### REGISTRATIONS

- Architect in Georgia and Illinois
- NCARB certified

#### PROFESSIONAL AFFILIATIONS

- American Institute of Architects (AIA)
- Association for Preservation Technology International
- National Trust for Historic Preservation
- Society of Architectural Historians (SAH)

#### CONTACT

tpenich@wje.com  
847.272.7400  
www.wje.com

#### EXPERIENCE

Timothy Penich has been involved in numerous historic preservation and building investigation and repair projects since joining WJE. His historic preservation experience includes Historic Structure Reports, Cultural Landscape Reports, Historic American Building Surveys (HABS), National Register nominations, and architectural historical surveys of rural and urban structures and districts. This work has required him to perform surveys of historic buildings, conduct archival research, and write historical and descriptive narratives.

#### REPRESENTATIVE PROJECTS

##### Historic Preservation Surveys

- Blue Ridge Parkway - North Carolina and Virginia: Assessment and inventory of 1,100 buildings, structures, bridges, and tunnels.
- Rural Structures Survey - Will County, IL: Architectural historical survey of farmsteads and related sites.

##### Historic Structure Reports

- Auburn, Natchez, MS: Building investigation and assessment, and writing of Historic Structure Report for historic estate.
- Everglades National Park, FL: Building investigation and assessment, and writing of Historic Structures Reports for the Flamingo Development Area, HM-69 Nike Missile Site, and Shark Valley Tower.
- Fort Pulaski National Monument, GA: Building investigation and assessment, and writing of Historic Structure Report for Battery Hambright, Visitor Center and Fort Pulaski.
- Georgia State Parks and Historic Sites, GA: Investigation and assessment, and writing of condition assessment reports for buildings at four parks and historic sites.
- Gulf Islands National Seashore, FL: Building investigation and assessment, and writing of Historic Structures Reports for the Fort Pickens Mine Support Structures, Battery Cullum-Sevier, Battery Langdon, and Battery 234 CRF/BCS Tower.
- Henry Bollman House, Los Angeles, CA: Building investigation and assessment, and writing of Historic Structure Report.

- Mammoth Cave National Park, KY: Building investigation and assessment, and writing of Historic Structure Report, for the CCC-era Superintendent's Residence.
- Martin Luther King, Jr., National Historical Park, Atlanta, GA: Building investigation and assessment, and writing of Historic Structure Reports, for nine buildings.
- Peter Strauss Ranch, Santa Monica Mountains National Recreation Area, CA: Archival research, investigation and assessment, and writing of Historic Structures Report for residential complex
- St. Elizabeths Hospital West Campus - Washington, D.C.: Archival research and writing for Historic Structure Reports for seventy buildings

##### HABS and HAER Documentation

- Church of the Resurrection - West Chicago, IL: Historic American Building Survey drawings and narrative.
- Eames House - Los Angeles, CA: Historic American Building Survey drawings.
- Isabella Stewart Gardner Museum - Boston, MA: Historic American Building Survey drawings and narrative.
- St. Elizabeths Hospital West Campus - Washington, D.C.: Historic American Building Survey narrative and measured drawings for seventy buildings.
- St. James School - Arlington Heights, IL: Historic American Building Survey drawings and narrative.

##### National Register Nominations

- Flat Top Estate Historic District (Moses H. Cone National Memorial Park), Blue Ridge Parkway, Virginia: National Register nomination.
- Kingsley Plantation - Timucuan Ecological and Historic Preserve, FL: National Register nomination.
- Mammoth Cave National Park, Kentucky: National Register Additional Documentation.
- Pensacola Harbor Defense Project (Fort Pickens) - Gulf Islands National Seashore, FL: National Register nomination.
- White Wolf Lodge, Yosemite National Park, CA: National Register Determination of Eligibility.

### Deborah Slaton | Principal



#### EDUCATION

- Northwestern University
  - Bachelor of Arts, 1975
- University of Illinois at Chicago
  - Master of Arts, English, Program for Writers, 1976
- University of Illinois at Urbana-Champaign
  - Master of Architecture, Architectural Engineering (with coursework in Architectural History), 1982

#### PRACTICE AREAS

- Architectural Conservation
- Cultural Landscape Reports
- HABS Documentation
- Historic Preservation
- Historical Research
- Historic Structures Reports
- Materials Conservation
- National Register nominations

#### PROFESSIONAL AFFILIATIONS

- Association for Preservation Technology International, Fellow
- American Institute for Conservation of Historic and Artistic Works
- Historic Preservation Education Foundation, Director
- Society of Architectural Historians

#### CONTACT

dslaton@wje.com  
847.272.7400  
www.wje.com

#### EXPERIENCE

Ms. Slaton specializes in historic preservation and materials conservation. She has served as project historian and principal investigator for numerous historic structures, sites, monuments, museums, and other institutions, including historical and technical research, development of preservation and repair documents, and problem-solving for archaic and modern materials. She has served as principal author of numerous investigation and preservation reports, conservation studies, Historic Structures Reports, Cultural Landscape Reports, and HABS/HAER documentation projects for numerous National Register-listed properties and National Historic Landmarks, and as author or co-author of numerous National Register nominations and related documentation projects. She meets the Secretary of the Interior's Professional Qualifications Standards for architectural history and history. Ms. Slaton has published and lectured extensively on preservation technology, materials conservation, and architectural history. She is the editor of the proceedings of several national preservation conferences, the author of *National Park Service Preservation Brief No. 43: Preparation and Use of Historic Structure Reports*, and co-author of the second edition of *Preservation Brief No. 15: Preservation of Historic Concrete*.

#### REPRESENTATIVE PROJECTS

- Blue Ridge Parkway, North Carolina and Virginia: Historic Resource Survey and Assessment, Cultural Landscape Reports for Peaks of Otter and Humpback Rocks Developed Areas
- Chadwell Gap Coal Company Historic District, Cumberland Gap National Historical Park, Virginia: Determination of Eligibility
- Dry Tortugas National Park, Florida: National Register nomination
- Everglades National Park, Florida: National Register nomination for Mission 66 resources park-wide; Historic Structures Reports; Cultural Landscape Inventories
- Flat Top Estate (Moses H. Cone Memorial Park), Blowing Rock, North Carolina: National Register nomination, Cultural Landscape Report Update, and Cultural Landscape Inventory

- Forest Preserve District of DuPage County, DuPage County, Illinois: Cultural resource evaluations for six historic structures
- , Georgia: Historic Structure Reports
- Horseshoe Bend National Military Park, Horseshoe Bend, Alabama: Historic Resource Study and National Register nomination
- Kingsley Plantation, Timucuan Ecological and Historic Preserve, Florida: National Register nomination additional documentation
- Long Beach Historic District Survey, Long Beach, California: Historic district survey and assessment
- Mammoth Cave National Park, Kentucky: Historic Structure Report, Cultural Landscape Reports, National Register Additional Documentation
- Martin Luther King, Jr., National Historical Park, Atlanta, Georgia: Historic Structure Reports, Cultural Landscape Report
- Pensacola Harbor Defense Project, Gulf Islands National Seashore, Florida: National Register nomination, Historic Structure Reports (various structures)
- Shiloh National Military Park, Shiloh, Tennessee, and Corinth, Mississippi: Administrative History
- University of Georgia, statewide: Historic Preservation Master Plan for University historic resources and sites statewide
- Will County Rural Historic Structures Survey, Will County, Illinois: Surveys of rural historic structures county-wide

#### AWARDS

- Excellence in Preservation Service Award, University of Georgia Historic Preservation Master Plan, The Georgia Trust for Historic Preservation, 2020
- Society of Architectural Historians Award for Preservation Advocacy and Stewardship of the Building Environment, 2018
- Preservation Design Award, "Salk Institute for Biological Studies Conservation Management Plan," California Preservation Foundation, October 2017
- Award of Merit, "Blue Ridge Parkway Historic Resource Survey," Virginia Chapter ASLA, 2015

## EXHIBIT A — BID SUBMISSION COVER SHEET

ITB Number & Name PBZ202201 Historic Structure Survey in Unincorporated Bristol and Kendall Townships  
Bidder Name (printed): Wiss, Janney, Elster Associates, Inc.  
Address: 330 Pfingsten Road City, State, Zip: Northbrook, IL 60062  
Bid Clarification Contact Person: Ken Itle, RA Telephone: 847-753-6465  
Email: kitle@wje.com  
State of Incorporation: Illinois Entity Type: Corporation  
Federal Employer Identification Number (FEIN): [REDACTED]

**Any individual signing below hereby certifies they are an authorized representative of Bidder and that:**

1. Bidder understands and accepts the requirements of this ITB and all Bidding Documents. By submitting a Bid, Bidder agrees to be bound by all requirements and terms and conditions set forth in the Bidding Documents.
2. Bidder acknowledges receipt of any and all Addenda to this ITB.
3. Bidder certifies all contents of the Bid (including any other forms or documentation, if required under the Bid Documents), and this Bid Submission Cover Sheet are truthful and accurate and have been prepared independently from all other Bidders, and without collusion, fraud, or other dishonesty.
4. Subject to acceptance by a majority vote of the Kendall County Board, the Bidder acknowledges that by submitting this Bid offer and signing in the space below, the Bidder is contractually obligated to comply with all items in the Bidding Documents.

[REDACTED]  
Authorized Signature

06/23/22  
Date

Kenneth M. Itle Associate Principal  
(Printed Name and Title)

kitle@wje.com  
Email Address



## EXHIBIT B - Bid Form

BIDDER'S NAME: Wiss, Janney, Elstner Associates, Inc.

KENDALL COUNTY ITB NUMBER: PBZ202201

ITB PROJECT NAME: Historic Structure Survey in Unincorporated Bristol and Kendall Townships

1. **COST OF WORK:** The undersigned Bidder having familiarized themselves with the conditions affecting the cost of the work and its performance and having carefully examined and fully understood the Bidding Documents, hereby affirms and agrees to enter into a contract with Kendall County, Illinois to provide all supervision, labor, material, equipment, and all other expense items to perform completely the entire work covered by all specifications for the entire work

FOR THE LUMP SUM OF FORTY-TWO THOUSAND FIVE HUNDRED Dollars (\$ 42,500).

*[Please include a breakdown of unit and total prices for items as required as an attachment to this Bid Form.]*

2. **COSTS:** The undersigned hereby affirms and states that the prices quoted herein constitute the total cost to Kendall County, Illinois for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, overhead expense, all profits, and all other work, services, and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Bidding Documents.

3. **PROFESSIONAL REFERENCES:** The undersigned shall provide at least three (3) professional references that can provide Kendall County, Illinois with information regarding the bidder's experience with this type of project, and these professional references are attached to this Bid Form.

4. **COMPLIANCE CERTIFICATIONS:** By initialing below, the undersigned hereby certifies all of the following in accordance with applicable state and federal law:

- A. **COMPLIANCE WITH ILLINOIS DRUG FREE WORKPLACE ACT:** The undersigned, having 25 or more employees, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

 (Initials)

- B. **COMPLIANCE WITH THE ILLINOIS HUMAN RIGHTS ACT:** The undersigned does hereby certify pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, 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) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Illinois Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

 (Initials)

\_\_\_\_ (Initials)

**NON-COLLUSION AFFIDAVIT**  
**(Complete and Submit with Bid Form)**

STATE OF IL )  
 ) ss  
COUNTY OF Cook )

Kenneth M. Itle, being duly sworn, says that he/she is  
member of firm \_\_\_\_\_ of Wiss, Janney, Elster Associates, Inc.

(sole owner, member of firm, corporate official) (individual, firm or corporate name)  
which has by the enactment of this document affirmed that he/she, in the preparation of the Bid estimates, has not entered into any verbal and/or written agreement with any of the other bidders or their agents for the specific purpose of fixing bid estimates to benefit him/herself or the firm he/she represents.

The undersigned Bidder further certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of government in the State of Illinois, nor has the Bidder made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the Bidder committed bribery or attempted bribery on behalf of the Bidder and pursuant to the direction or authorization of a responsible official of the Bidder.

The undersigned Bidder further certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of state laws prohibiting bid-rigging or bid-rotating.

Printed Name:

Kenneth M. Itle

Title:

Associate Principal

Signature:

[Redacted Signature]

Subscribed and sworn to me this 23 day of June, 2022.

[Redacted Signature]  
Notary Public  
(seal)





## Bidder's Professional References

As part of their Bid package, the Bidder must provide at least three (3) professional/client references for services the Bidder has performed within the past five (5) years that are similar in size, scope, and type of

### Reference #1:

Professional Reference Name: Will County, Illinois

Contact Person's Name: Lisa Napoles, Development Analyst I

Telephone Number: (815) 774-7905 Facsimile Number:

Mailing Address: 58 E. Clinton St., Suite 100  
Joliet, IL 60432 Email: lnapoles@willcountylanduse.com

Description and date(s) of services: Will County Rural Historic Structures Surveys, 2003-2005

### Reference #2:

Professional Reference Name: Kankakee County, Illinois

Contact Person's Name: Jane Johnson, Secretary, Kankakee County Historic Preservation Commission

Telephone Number: (815) 936-5555 Facsimile Number: (815) 937-2974

Mailing Address: 189 E. Court St., Suite 201  
Kankakee, IL 60901 Email: [REDACTED]

Description and date(s) of services: Kankakee County Preservation Plan and Surveys, 2014-2016

### Reference #3:

Professional Reference Name: Vinci | Hamp

Contact Person's Name: Phil Hamp, Architect & Principal

Telephone Number: (312) 733-7744 Facsimile Number: (312) 733-4276

Mailing Address: 1147 W. Ohio St. 6th Floor  
Chicago, IL 60622 Email: phamp@vinci-hamp.com

Description and date(s) of services: Illinois State Capitol HABS Narrative: 2009-Present