



**Meeting Members:**  
Karen Mills, Chairman  
Gary Stanton, Vice Chairman  
Karen Arnet, Trustee  
Anna Newell, Trustee  
Gary Pilafas, Trustee  
Michael Gaeta, Trustee  
William McLeod, Mayor

## Village of Hoffman Estates

### Transportation and Road Improvement Committee Meeting Agenda

January 9, 2023

Immediately following General Administration & Personnel

Village Hall, 1900 Hassell Road, Hoffman Estates, IL 60169

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- I. Roll Call
  - II. Approval of Minutes - December 12, 2022

#### **NEW BUSINESS**

1. Request approval of a Grant Agreement with the Illinois Department of Transportation for the Statewide Planning and Research grant program.
2. Request approval of two IDOT resolutions to appropriate Motor Fuel Tax Funds for:
  - a. 2023 Street Revitalization project in an amount not to exceed \$1,925,000; and
  - b. 2023 Traffic Signal Maintenance and Opticom repairs in an amount not to exceed \$130,000.
3. Request approval of IDOT resolution to appropriate Rebuild Illinois bond funds for the 2023 Street Revitalization project in an amount not to exceed \$570,000.

#### **REPORTS (INFORMATION ONLY)**

1. Transportation Division Monthly Report
- III. President's Report
  - IV. Other
  - V. Items in Review
  - VI. Adjournment

**TRANSPORTATION & ROAD IMPROVEMENT  
COMMITTEE MEETING MINUTES**

December 12, 2022

**I. Roll Call**

**Members in Attendance:**

**Karen Mills, Chair  
Gary Stanton, Vice-Chair  
Karen Arnet, Trustee  
Anna Newell, Trustee  
Gary Pilafas, Trustee  
Michael Gaeta, Trustee  
Mayor William D. McLeod**

**Management Team Members  
in Attendance:**

**Eric Palm, Village Manager  
Dan O'Malley, Deputy Village Manager  
Art Janura, Corporation Counsel  
Jana Dickson, Asst. Corporation Counsel  
Peter Gugliotta, Director of Dev. Services  
Kevin Kramer, Director of Economic Dev.  
Al Wenderski, Director of Engineering  
Patrick Seger, Director of HRM  
Kasia Cawley, Police Chief  
Alan Wax, Fire Chief  
Darek Raszka, Director of IT  
Rachel Musiala, Finance Director  
Joe Nebel, Director of Public Works  
Monica Saavedra, Director of HHS  
Ken Koop, Risk Manager  
Suzanne Ostrovsky, Asst. Village Mgr.  
Ric Signorella, CATV Coordinator**

The Transportation & Road Improvement Committee meeting was called to order at 7:12 p.m.

**II. Approval of Minutes**

Motion by Trustee Gaeta, seconded by Trustee Arnet, to approve the Transportation & Road Improvement Committee meeting minutes from November 14, 2022. Voice vote taken. (Abstain: Newell). All ayes. Motion carried.

**NEW BUSINESS**

**REPORTS (INFORMATION ONLY)**

**1. Transportation Division Monthly Report.**

The Transportation Division Monthly Report was received and filed.

**III. President's Report**

**IV. Other**

**V. Items in Review**

**VI. Adjournment**

Motion by Trustee Gaeta, seconded by Trustee Arnet, to adjourn the meeting at 7:13 p.m. Voice vote taken. All ayes. Motion carried.

Minutes submitted by:

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Debbie Schoop, Executive Assistant

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Date

**COMMITTEE AGENDA ITEM  
VILLAGE OF HOFFMAN ESTATES**

**SUBJECT:** Request approval of a Grant Agreement with the Illinois Department of Transportation for the Statewide Planning and Research grant program

**MEETING DATE:** January 9, 2023

**COMMITTEE:** Transportation and Road Improvement

**FROM:** Phil Green, AICP, Transportation & Long Range Planner

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**PURPOSE:** Request approval of a Grant Agreement with the Illinois Department of Transportation for the Statewide Planning and Research grant program.

**DISCUSSION:** In March 2022, the Village submitted an application for the Illinois Department of Transportation (IDOT) Statewide Planning and Research (SPR) grant. The Village's application requested funding to complete a comprehensive multimodal transportation plan. The goal of this effort is to update the Village's 2010 Comprehensive Bicycle Plan and create a multimodal focused plan for all modes of travel (including bicycles, pedestrian and transit), identify priority projects and funding sources, and establish a framework for a new asset management system to link and measure all Village transportation assets (roadways, bicycle facilities, sidewalks, and transit).

The Village was notified in September 2022 that the project was chosen due to its compatibility with IDOT's long-range transportation planning goals, its support for multimodal travel opportunities for residents and others, and its commitment to strategic performance-based expansion of services that supports the effective movement of passengers.

IDOT requires approval of the attached Grant Agreement which outlines the terms of the grant, including the project scope, budget, funding requirements, and reimbursement procedures. The Agreement is set to expire on July 1, 2025. The Agreement has been reviewed by Corporation Counsel who had no comments.

Staff is currently preparing a Request for Proposals to seek a qualified consultant in line with all state and federal procurement requirements to complete the plan. Staff anticipates releasing the RFP immediately upon receipt of an IDOT executed copy of this Grant Agreement to facilitate an efficient project timeline.

**FINANCIAL IMPACT:**

The entire project budget is \$306,000. As outlined in the Grant Agreement, SPR funds will cover 80% of the project costs, up to \$244,800, with a required local match of 20%, or up to \$61,200. The Village's local match funds are budgeted for FY23.

**RECOMMENDATION:**

Request approval of a Grant Agreement with the Illinois Department of Transportation for the Statewide Planning and Research grant program.

Attachment



**Agreement, Amendment or Renewal Overview**



03.028.0041

<b>To</b> Yangsu Kim,Holly Bieneman,Vicki Wilson	<b>From</b> Aundra Williams	<b>IDOT Reference Number</b> 23-1439-38227
<b>Subject</b> Request For Agreement Approval over \$250,000		<b>Date</b> 12/06/22

**AGREEMENT INFORMATION**

<b>Office</b> Planning & Programming	<b>District / CO</b> CO	<b>Bureau</b> Programming		
<b>BoBS Contact Person</b> Ashley Carpenter	<b>Phone Number</b> (217) 558-2998	<b>Fax Number</b>		
<b>Description of Service</b> Village of Hoffman Estates Comprehensive Multimodal Transportation Plan				
<b>Project in Relation to</b> Village of Hoffman Estates Comprehensive Multimodal Transportation Plan				
<b>Description of Action required</b> Executive Signatures				
<input checked="" type="checkbox"/> Initial Legal Review for Grant/IGA/Renewal/Amendment as to Form Completed By <u>Tim Morris</u> <input type="checkbox"/> Financial Disclosures Reviewed as to Form Completed By _____				
<b>Fiscal Year(s)</b> 2023-2024	<b>Amount Being Obligated</b> \$306,000.00	<b>Start Date</b> 01/01/23	<b>End Date</b> 07/01/25	<b>NOSA / SAIN Number</b> 1439-38227
<b>Appropriation Account Code</b>				

<b>Compensation Method (Check One):</b>		<b>Dollars</b>	<b>Match %</b>
<input type="checkbox"/> Estimated <input type="checkbox"/> Lump Sum <input type="checkbox"/> Schedule of Rates <input type="checkbox"/> Flat Rate			
<b>Agreement Type (Attach a copy of agreement documents &amp; appropriate approvals)</b>		<b>Local</b>	<b>\$61,200.00    20%</b>
<input checked="" type="checkbox"/> UGA <input type="checkbox"/> UIGA <input type="checkbox"/> IGA <input type="checkbox"/> MOU <input type="checkbox"/> IAA <input checked="" type="checkbox"/> Initial <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment		<b>Federal</b>	<b>\$244,800.00    80%</b>
<input type="checkbox"/> Other		<b>State</b>	
		<b>Other</b>	

<b>Grantee / Recipient</b>				
<b>Name</b> Village of Hoffman Estates		<b>Address</b> 1900 Hassell Road		
<b>City</b> Hoffman Estates	<b>State</b> IL	<b>Zip Code</b> 60169	<b>Total Estimated Value of the Agreement</b> \$306,000.00	
<b>Contact Person</b> Phil Green	<b>Phone Number</b> (847) 252-5801	<b>Fax Number</b>	<b>GATA Reg #</b> 678325	
<b>Email</b> phil.green@hoffmanestates.org				

<b>REMARKS (List below or attach an additional sheet)</b> email Dianne.Seck@illinois.gov a copy of the fully executed agreement and OPP will provide a copy to the Grantee for their records.	<b>Approval Recommended By</b> Bureau Chief	<b>Date</b>

Please send to: Ashley Carpenter

**GRANT AGREEMENT**



**BETWEEN**

**THE STATE OF ILLINOIS, ILLINOIS DEPARTMENT OF TRANSPORTATION**

**AND**

**VILLAGE OF HOFFMAN ESTATES**

The Illinois Department of Transportation (Grantor) with its principal office at 2300 South Dirksen Parkway, Springfield, IL 62764,  
 and Village of Hoffman Estates (Grantee) with its principal office at 1900 Hassell Road, Hoffman Estates, IL 60169,  
 and payment address (if different than principal office) at SAME  
 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 ("State") 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 074439308 is Grantee's correct DUNS Number, NNFKXVE96W35 is Grantee's correct UEI, if applicable; Grantee has an active State registration and SAM registration; and 362434131 is Grantee's correct FEIN or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

- |  |   |
|--|---|
| <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 \$306,000.00 , of which \$244,800.00 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this agreement.

1.3 Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is F5BI(250) , the federal awarding agency is Federal Highway Administration , and the federal award date is 07/01/22 . If applicable, the Assistance Listing Program Title is Highway Planning & Construction and the Assistance Listing Number is 20.205 . The Catalog of State Financial Assistance (CSFA) Number is 494-00-1439 , and the CSFA Name is Statewide Planning and Research Funds (SPR) . The State Award Identification Number is 1439-38227 .

1.4 Term. This Agreement shall be effective on 01/01/23 and shall expire on 07/01/25 (the "Term"), unless terminated pursuant to the 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, misinterpretations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK



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

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

**Illinois Department of Transportation**

**Village of Hoffman Estates**

**By:** \_\_\_\_\_  
Signature of Omer Osman, Secretary of Transportation

**By:** \_\_\_\_\_  
Signature of Authorized Representative

**By:** \_\_\_\_\_  
Signature of Designee

**Date:** \_\_\_\_\_  
Printed Name: William McLeod

**Date:** \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_  
*Designee*

Printed Title: Mayor  
Email: bill.mcleod@hoffmanestates.org

**By:** \_\_\_\_\_  
Signature of Yangsu Kim, Chief Counsel

**By:** \_\_\_\_\_  
Signature of Authorized Representative

**By:** \_\_\_\_\_  
Signature of Designee

**Date:** \_\_\_\_\_  
Printed Name: \_\_\_\_\_

**Date:** \_\_\_\_\_  
Printed Name: Yangsu Kim  
Printed Title: Chief Counsel  
*Designee*

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

**By:** \_\_\_\_\_  
Signature of Vicki Wilson, Chief Financial Officer

**By:** \_\_\_\_\_  
Signature of Designee

**Date:** \_\_\_\_\_  
Printed Name: Vicki Wilson  
Printed Title: Chief Financial Officer  
*Designee*

**By:** \_\_\_\_\_  
Signature of Holly Bieneman, Director of OPP

**By:** \_\_\_\_\_  
Signature of Designee

**Date:** \_\_\_\_\_  
Printed Name: Holly Bieneman  
Printed Title: Director of OPP  
*Designee*

**By:** \_\_\_\_\_  
Signature of Fourth Other Approver's Name and Title

**Date:** \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_  
*Designee*

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

**2.3 Compliance with Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$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, ("2 CFR Part 200"), and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 44 Ill. Admin. Code 7000.10(c)(8); 30 ILCS 708/5(b).

**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) has a valid DUNS Number; (iv) has a valid UEI, if applicable; and (v) has 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 changes, 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 meanings stated in 2 CFR 200.1 unless otherwise stated below.

"Agreement" or "Grant Agreement" has the same meaning as in 44 III. Admin. Code 7000.30.

"Allowable Costs" has the same meaning as in 44 III. Admin. Code 7000.30.

"Award" has the same meaning as in 44 III. Admin. Code 7000.30.

"Budget" has the same meaning as in 44 III. Admin. Code 7000.30.

"Catalog of State Financial Assistance" or "CSFA" has the same meaning as in 44 III. 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 III. Admin. Code 7000.30.

"Direct Costs" has the same meaning as in 44 III. Admin. Code 7000.30.

"Disallowed Costs" has the same meaning as in 44 III. Admin. Code 7000.30.

"DUNS Number" has the same meaning as in 44 III. Admin. Code 7000.30.

"Financial Assistance" has the same meaning as in 44 III. Admin. Code 7000.30.

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

"GATU" means the Grant Accountability and Transparency Unit within the 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 III. Admin. Code 7000.30.

"Indirect Costs" has the same meaning as in 44 III. 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 III. Admin. Code 7000.30.

"Obligations" has the same meaning as in 44 III. Admin. Code 7000.30.

"Period of Performance" has the same meaning as in 44 III. Admin. Code 7000.30.

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

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

"Program" means the services to be provided pursuant to this Agreement.

"Program 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), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

"Unallowable Costs" has the same meaning as in 44 III. Admin. Code 7000.30.

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

**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. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

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

4.6 **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 expenditures 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 State Award (44 Ill. Admin. Code 7000.360) 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. 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 **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 Part 200 Subpart E and Appendices III, IV, V, and VII.

### 7.2 **Indirect Cost Rate Submission.**

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

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

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of 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% Indirect Cost Rate. 2 CFR 200.414(f).

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

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

7.5 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 Part 200 subpart E, unless exempt under 2 CFR Part 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. 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. 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 **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).

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

## ARTICLE VIII REQUIRED CERTIFICATIONS

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

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

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

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

(d) **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).

(e) **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.*).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), 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).



(g) **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.

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

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

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

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

(l) **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.

(m) **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.

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

(o) **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).

(p) **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.

(q) **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.

(r) **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).

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

(t) **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. 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-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-grantees 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, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2 Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), 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. 2 CFR 200.329; 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**, which must be no later than 60 calendar days 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 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**, which must be no later than 60 calendar days following the end of the period of performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b)(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**. 2 CFR 200.301; 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, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in 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 issued by auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, 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 State Grants, 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 State Grants, but expends \$300,000 or more in State Grants, 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 State Grants.

(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 Audits. If, during its fiscal year, Grantee expends \$750,000 or more in federal pass-through funds from State Grants, Grantee is required to have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 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 pass-through funds from State Grants, 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 the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For 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. When such audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available. Otherwise, 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, 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 (for non-governmental grantees only), or address. 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

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

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

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

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

## ARTICLE XIX

### STRUCTURAL REORGANIZATION AND RECONSTRUCTION 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, for non-governmental grantees only, 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 or governance structure, as applicable. 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 currently holding an elective office in this State, including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. See definition of "Local government," 2 CFR 200.1.

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

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

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

25.2 Indemnification and Liability.

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. To the extent permitted by law, Grantee agrees to hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorney's 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.

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

**ARTICLE XXVI****MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

**26.12 Precedence.**

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

**26.18 Continuing Responsibilities.** The termination or expiration of this Agreement does not affect; (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, 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.

**EXHIBIT A**  
**PROJECT DESCRIPTION**

CSFA Number

494-00-1439

NOSA/SAIN Number

1439-38227

GATA Registration Number

678325

The Village of Hoffman Estates is seeking to engage the services of a qualified consulting team (sourced in line with state and federal procurement requirements) to undertake a Comprehensive Multimodal Transportation Plan.

The project seeks to build on existing pavement condition reporting methods within the Village to create a unified approach to asset management, to include transit and bike/pedestrian assets. From there, the plan will build on existing recommendations within the Village's 2010 Comprehensive Bicycle Plan, various local sub-area plans, IDOT's Long Range Transportation plan, and other local and regional plans to recommend new opportunities for transportation and connectivity throughout the Village. Key focus areas for the plan will be new approaches to last-mile connectivity, complete streets and universal design implementation, and connectivity to major employment sites within the Village such as the Bell Works "metroburbs," with a focus on those areas with greatest need, and the connection of historically disadvantaged areas to job opportunities.

The Village will utilize the plan, and the performance-based implementation steps it recommends, to seek further partnerships and grant opportunities to strengthen the Village's transportation network.

The anticipated objectives of the plan are:

1. Building off of existing Village Pavement Condition Reports, undertake an inventory of existing Village transportation assets (including pavement, transit and bike/ped) and recommend new approaches to asset management within the Village.
2. Build on existing recommendations in the Village's Comprehensive Bicycle Plan (adopted in 2010, <https://www.hoffmanestates.org/home/showpublisheddocument/2660/635484381358830000>) to extend to recommendations for multiple modes of transportation, including driving, walking, and transit.
3. Make recommendations to improve transportation and connectivity within the context of new developments and other strategic goals within the Village, including, but not limited to:
  - a. Within the central area of the Village:
    - i. The Bell Works development, a 1.65 million square foot mixed use "metroburbs" development. Strong multimodal transportation links will be crucial to attract and retain a dynamic workforce and residential population targeted for this development.
    - ii. Barrington & I-90 sub-area land use plan, which includes the recently developed Barrington Rd & I-90 interchange, and the Barrington & I-90 Pace on-shoulder rapid bus transit station. Connectivity to this station is a key transportation goal not just for this area, but the Village as a whole and its place within the regional economy.
    - iii. Connectivity to the existing Forest Preserve trail system, both for recreational use and as an opportunity for bicycle connectivity throughout the Village.
  - b. Within the western area of the Village:
    - i. Build on recommendations from the Village's Western Area Plan to provide transportation opportunities for the 50/90 entertainment district (including NOW Arena), the Prairie Stone Business Park, and other commercial developments in the area.
    - ii. The pending redevelopment of the former Sears campus. Similar to Bell Works, a strong multimodal transportation plan will be key to the successful redevelopment of such a large site.

**c. Within the northern area of the Village:**

- i. Seek to provide increased connectivity for the mostly residential development in the north to access the increasing opportunities for employment and recreation in the other areas of the Village, likely via the forest preserve trail system that can be found throughout the Village.
4. Equip the Village for ongoing advancements in transportation, including new technologies such as connected/ autonomous vehicles, short term e-scooter/bike rental facilities, and innovative approaches to last-mile connectivity to address the transportation needs of business seeking to grow in Hoffman Estates and new and anticipated multi-family housing developments.
5. Address opportunities for collaboration and coordination of goals with other agencies, including:
  - a. Neighboring municipalities (such as Schaumburg's ongoing I-90 transit plan).
  - b. Regional agencies such as the Northwest Municipal Conference and their Multimodal Transportation Plan.
  - c. Local transit agencies such as PACE.
  - d. IDOT, with whom the Village regularly partners with on projects that intersect local roads and IDOT routes.
6. Prepare a performance-based implementation strategy that provides the Village with measurable goals and outcomes. Position the Village to be able to proactively seek future grant opportunities, as well as work with the development community and other governmental agencies where applicable, to implement the recommendations of the plan.

**EXHIBIT B**  
**DELIVERABLES OR MILESTONES**

Deliverables:

The final deliverable:

The Village will provide IDOT with a PDF copy of the finalized plan once adopted by the Village Board, as well as access to the asset management database.

Deliverables should be submitted to:

Illinois Department of Transportation

Bureau of Planning

Attention: Doug Delille

819 Depot Avenue

Dixon, IL 61201

**EXHIBIT C**  
**PAYMENT**

Grantee shall receive \$244,800.00 under this agreement.

Enter specific terms of agreement here:

Federal Funds: \$244,800.00

State Match Funds: \$0

Grantee Local Match Funds: \$61,200.00

This Agreement and period of performance are for the term of 01/01/23 - 07/01/25. The Grantee shall receive \$244,800.00 in Federal Funds and \$0 in State Funds, if applicable, under this Agreement.

Total invoices to be submitted under this Agreement and during the Agreement term shall not exceed the the total Agreement amount as specified above without a fully executed Amendment to this Agreement.

**I. Invoices. Part One**

Invoices submitted by the Grantee will be for expenses that have been incurred to complete the Scope of Services/ Responsibilities in Exhibit A, Project Description. If the Grantee's invoices are deemed by the Grantor or auditors to not be sufficiently documented for work completed, the Grantor may require further records and supporting documents to verify the amounts, recipients and uses of all funds invoiced pursuant to this Agreement. Furthermore, if any of the Deliverables or Milestones in Exhibit B are not satisfactorily completed, the Grantee will refund payments made under this Agreement to the extent that such payments were made for any such incomplete or unsatisfactory deliverable.

The Grantee must submit invoices for allowable expenditures to the Grantor's Finance Unit in order to receive reimbursement. Any invoices issued by the Grantee to the Grantor pursuant to this Agreement shall be sent to the Grantor's Finance Unit at:

Illinois Department of Transportation  
Office of Planning and Programming  
Attention: Finance Unit  
2300 S. Dirksen Parkway, Room 318  
Springfield, IL 62764  
email: dot.opp.finance@illinois.gov

**II. All invoices shall be signed by an authorized representative of the Grantee.**

**a. The submittal must include:**

**i. Cover letter to the C-13**

1. The cover letter shall state the Obligation Number, Agreement Project Name, and Source of Funding being requested i.e. FHWA PL.

**ii. Requests for reimbursement must be requested on Illinois Comptroller form C-13**

**1. The C-13 shall include the following**

a. Obligation Number

b. Date range of work completed (i.e. 1/1/2021 - 1/31/2021)

c. Short description of work completed

d. Indication of total amount of federal and matching funds expended

**iii. Back up documentation which may include payroll and expenditure reports must be submitted with each invoice**

**iv. Signature certification by the Grantee's Finance Officer of accurate expenses**

**v. Expenditure and Progress Report shall include**

1. Percentage of work completed and amount requested per line item for invoice period.

2. Identification of expenditures by work task.

**III. Progress Reports are required under 23 CFR 420.17. State and Federal regulations require:**

a. Reports shall be submitted to the Grantor contact 30 days after the end of the reporting period.

b. Final reports shall be submitted to the Grantor contact 60 days after the end of the reporting period.

**IV. Year-End Report. At the end of the State Fiscal Year (SFY) a Year-End report should include a summary of work**



completed and a list of deliverables that were completed.

**V. IDOT Project Manager Review and Approval.**

- a. Upon submittal of an invoice, the IDOT Project Manager shall review and check:
  - i. Mathematical accuracy.
  - ii. That requested reimbursement is consistent with items included in the approved scope.
  - iii. That total amount invoiced is proportional to total amount budgeted.
  - iv. Expenditures for each line item is less than or equal to the budgeted amount.
  - v. Completion of the work being invoiced.
- b. Failure to provide a complete invoice may delay or prevent reimbursement. If there are problems with the invoice, the IDOT Project Manager will contact the Grantee to resolve the issue in order to allow for invoice processing. This may require the submission of a new or corrected invoice by the Grantee.
- c. The IDOT Project Manager will review and approve or reject the invoice within seven days of the Grantee's submittal. If invoice is rejected or contains errors, the invoice will not be sent to the Illinois Comptroller until it is revised, corrected AND approved by the IDOT Project Manager.

**VI. Grantor Finance Unit Approval.**

- a. Once approved by IDOT Project Manger, the Finance Unit shall submit invoices to the Bureau of Business Services, Accounting Unit, which documents the transaction and forwards to the Illinois Comptroller.

**VII. Payment.**

- a. Once approved, the Comptroller forwards payment either via Electronic Fund Transfer (EFT) or by mailing a check to the Grantee's Local Public Agency (LPA).
- b. If approved by the IDOT Project Manager, payment is generally made within 15 days of receiving a complete invoice.

**VIII. Indirect Cost Rate Eligibility.**

- a. Indirect cost rate shall be referred to as "indirect cost rate", "rate(s)", or "ICR" throughout the language in this grant agreement.
- b. The Grantee is only eligible to receive an indirect cost rate if requested on the grant application and the following stipulations are met:
  - i. The Grantee has a finalized indirect cost rate for the corresponding fiscal year wherein the expenses are allowable under the Negotiated Indirect Cost Rate Agreement (NICRA); If this is the first time for negotiating an indirect cost rate, the grantee has the option to request a 10% provisional De Minimis rate until the rate is finalized.
  - ii. The Grantee is eligible to receive a provisional rate at the commencement of the grant agreement if the rate for the corresponding fiscal year is not finalized before the execution of said grant agreement in which the provisional rate is being requested.
  - iii. The Grantee adheres to the requirements for receiving an indirect cost rate including, but not limited to, have appropriate approval to receive indirect cost funds and finalize the indirect cost rate that have been provisionally offered in a timely manner (timeliness is at the discretion of the Grantor).
- c. The Grantee acknowledges that provisional rates are not guaranteed for the duration of this grant agreement. A rate shall be finalized prior to the end of the grant year. It is the Grantee's responsibility to ensure rate is finalized and recognized by the Grantor prior to end of the grant year.
  - i. If the Grantee provisional rate is finalized at a higher rate, the grantee can request an amendment to the agreement. The Grantee is permitted one such request per grant agreement. If there is funding available, it will be at the discretion of the Department to allow the higher rate. Consideration and authorization will not be unduly withheld.
  - ii. Rates finalized at a lower rate than the provisional rate shall result in the Grantor issuing an amendment to this agreement to lower the provisional rate to the finalized rate. If the Grantee makes the Grantor aware of the lower rate, and the Grantor fails process an amendment to the agreement to lower the rate prior to the grant's expiration, the Grantor shall not seek reimbursement from the Grantee. However, if the Grantee fails to notify the Grantor of the reduced rate, the Grantor may seek reimbursement from Grantee as outlined in section iv below.
  - iii. Any overpayments of indirect cost shall be resolved by one of the following:
    1. Grantee shall issue refund payment to IDOT for the total amount of the overage,
    2. Grantee shall recognize overage on future invoices and off-set the amount due to the Grantee by the overage amount,

3. Grantee and Grantor shall mutually agree to a repayment process that is not unduly restrictive. The repayment agreement shall be documented and retained in file.

Overpayments shall be calculated and determined by Grantor with notification to Grantee

iv. If provisional indirect cost rates are not finalized three (3) months prior to the end of this agreement term, the GRANTOR may seek repayment of all indirect costs that were issued under the provisional rate. The overage will be off set through the remaining reimbursement submittals, or if no further expenditures are submitted for reimbursement, the GRANTOR will issue a reimbursement statement to the GRANTEE.

d. The Grantee is fully aware and in understanding of the Illinois Grant Funds Recovery Act as listed in Article XXVI subsection 26.13 of this grant agreement.

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

**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: Doug Delille

Title: Metropolitan Planning Manager

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

Phone: 815-284-5445

TTY#: N/A

Fax#: N/A

Email Address: douglas.delille@illinois.gov

**GRANTEE CONTACT**

Name: Phil Green

Title: Trasnportation & Long-Range PL

Address: 1900 Hassell Road, Hoffman Estates, IL 60169

Phone: 847-252-5801

TTY#: N/A

Fax#: N/A

Email Address: phil.green@hoffmanestates.org

**Additional Information:**

Office of Planning and Programming  
Bureau of Planning - Finance Unit  
2300 S. Dirksen Parkway  
Room 318  
Springfield, IL 62764  
dot.opp.finance@illinois.gov

**EXHIBIT E**  
**PERFORMANCE MEASURES**

For the sake of this Agreement, performance measures will be based on the Performance Standards contained in Exhibit F as well as Grantee's submittals and will be used to assess the Grantee's adherence to the requirements enumerated in this Agreement.

The Grantee shall:

1. Submit accurate and timely invoices at a minimum, quarterly.
2. Promptly respond to inquiries by Grantor.
3. Promptly notify Project Manager identified in Exhibit D of project delays and cause of said delays.
4. Completion of the BOBS 2832 form as required in PART TWO - THE GRANTOR-SPECIFIC TERMS, Reporting.
5. Provide a copy of the final products within 60 calendar days of the conclusion of this Agreement.

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**EXHIBIT F**  
**PERFORMANCE STANDARDS**

For the sake of this Agreement, Performance Standards have been established by the Department to ensure the Grantee has adequate systems in place to meet the requirements contained in this Agreement.

The Grantee shall:

1. Have adequate financial systems in place to meet the requirements of this Agreement, this includes:
  - a. Written policies and procedures to guide program delivery
  - b. Internal controls
  - c. Has the financial match, if required
  - d. Has or will have all required audits completed and submitted in a timely manner.
2. Have adequate staff or have the capacity to procure contractors and/or consultants to complete the deliverables enumerated in this Agreement.
3. Has resolved or is working to resolve and close audit and/or programmatic findings, delays in delivery of prior year agreements, issues of non-compliance and any Project Manager identified issues.

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**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.

These specific conditions, as listed in the accepted Notice of State Award (NOSA), are based upon the grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ), the Programmatic Risk Assessment (PRA) and any pertinent Merit Based Review process (if applicable).

Additional Reporting Requirements may also be found in Part TWO and Part THREE of this agreement.

**III. Financial and Regulatory Reporting**

Conditions:

i. Log indicating report submittal due dates and actual report submittal dates with explanation if late. Undertake all steps to adhere to GAAP, supply the Grantor contact with a plan for said steps, and restate all financial statements as necessary for the given fiscal year.

Corrective Action:  
Grantee shall provide all required reports on-time and without error. In addition, the Grantee shall implement performance measures that tie to financial data if not currently in place. Condition may be removed upon request after 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:

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

**Ethics.****A. Code of Conduct**

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

- a. the employee, officer, board member, or agent;
- b. any member of his or her immediate family;
- c. his or her partner; or
- d. an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

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

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

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

**Procurement Procedures/Employment of Grantor Personnel**

1. Procurement of Goods or Services - Federal Funds - For purchases of products or services with any Federal funds that costs more than \$10,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C. 134, (currently set at \$250,000.00) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or services with any Federal funds for \$250,000 or more will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

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

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

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

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

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

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

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



**Agreement No. 23-1439-38227**

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

The first BoBS 2832 report shall cover the reporting period after the 01/01/2023 effective date of the Agreement. Quarterly reports must be submitted no later than 30 calendar days following the period covered by the report.

For the purpose of reconciliation, the Grantee must submit a BoBS 2832 report for the period ending 12/31 (Grantee's Fiscal Year End date).

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

The Grantee must submit a BoBS 2832 report for the period ending 6/30 - State fiscal Year End Grantee shall submit to Grantor a BoBS 2832 report for the period ending June 30 within 30 calendar days of the end of the State Fiscal Year.

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

**Renewal.** This Agreement may not be renewed.

**FEDERALLY FUNDED AGREEMENTS**

**Standard Assurances.**

The Grantee assures that it will comply with all applicable federal statutes, regulations, executive orders, U.S. DOT regulations, U.S. DOT regulations and other federal requirements in carrying out any project supported by federal funds. The Grantee recognizes that federal laws, regulations, policies and administrative practices may be modified from time to time and those modifications may affect project implementation. The Grantee agrees that the most recent federal requirements will apply to the project as authorized by 49 U.S.C. chapter 53 and Title 23, United States Code (Highways), as amended by Fixing America's Surface Transportation (FAST) Act, the Moving Ahead for Progress in the 21st Century Act (MAP-21), the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), the SAFETEA-LU Technical Corrections Act of 2008, or other federal laws.

**Nondiscrimination Assurance.** As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21 at 21.7, the Grantee assures that it will comply with all requirements of 49 CFR Part 21, and other applicable directives, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Grantee receives federal assistance.

Specifically, during the period in which federal assistance is extended to the project, or project property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the Grantee retains ownership or possession of the project property, whichever is longer, the

Grantee assures that:

1. Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332 and 49 CFR Part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.

**Agreement No. 23-1439-38227**

2. It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT. Upon request by U.S. DOT, the Grantee assures that it will submit the required information pertaining to its compliance with these requirements.

3. It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements of 49 U.S.C. 5332 and 49 CFR Part 21 to other parties involved therein including any subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.

4. Should it transfer real property, structures, or improvements financed with federal assistance to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits.

5. The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance.

6. It will make any changes in its 49 U.S.C. 5332 and Title VI implementing procedures as U.S. DOT may request.

**Control of Property.** The Grantee certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of OMB Circular A 102 , 49 CFR Part 18.32, and all other applicable Federal requirements.

**Cost Principles.** The cost principles of this Agreement are governed by the cost principles found in 49 CFR Part 18.22 and 2 CFR Part 225, "Cost Principles for State, local or Indian tribal governments", and all costs included in this Agreement are allowable under 49 CFR Part 18.22 and 2 CFR Part 225, "Cost Principles for State, local or Indian tribal governments". Additionally, 2 CFR Part 225 establishes principles and standards for determining costs for Federal awards carried out through grants and other agreements with state and local governments, and should be reviewed for further guidance on cost principles.

**Debarment.** The Grantee shall comply with Debarment provisions as contained in 2 CFR Part 1200, as amended. The Grantee certifies that to the best of its knowledge and belief, the Grantee and the Grantee's principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; b) within a three-year period preceding this Agreement have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (b) above; and d) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

The inability of the Grantee to certify to the certification in this section will not necessarily result in denial of participation in this Agreement. The Grantee shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when the Grantor determined whether to enter into this transaction. If it is later determined that the Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Grantor may terminate this Agreement for cause.

The Grantee shall provide immediate written notice to the Grantor if at any time the Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this Part shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

The Grantee agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is

debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by the Grantor. The Grantee agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Grantor, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The Grantee may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless the Grantee knows the certification is erroneous. The Grantee may decide the method and frequency by which it determines the eligibility of its principals. The Grantee may, but is not required to, check the Non-procurement List. If the Grantee knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation, in addition to other remedies available to the federal government, the Grantor may terminate this Agreement for cause or default.

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

**Drug Free Workplace.** The Grantee certifies that it will comply with the requirements of the federal Drug Free Workplace Act, 41 U.S.C. 702 as amended, and 49 CFR 32.

**Disadvantaged Business Enterprise A:5urance.** In accordance with 49 CFR 26.13(a), as amended, the Grantee assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26, as amended. The Grantee assures that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from the U.S. DOT. The Grantee DBE program, as required by 49 CFR Part 26, as amended, will be incorporated by reference and made a part of this Agreement for any Federal assistance awarded by FHWA or U.S. DOT. Implementation of this DBE program is a legal obligation of the Grantee, and failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification by the Federal Government or the Grantee to the Grantee of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Remedies Act, 31 U.S.C. 3801 et seq., as amended.

**Assurance of Nondiscrimination on the Basis of Disability.** As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the Grantee assures that, as a condition to the approval or extension of any Federal assistance awarded by FHWA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FHWA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FHWA or any entity within U.S. DOT. The Grantee assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, et seq., and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 et seq., and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any applicable regulations and directives issued by other Federal departments or agencies.

**Procurement Compliance Certification.** The Grantee certifies that its procurements and procurement system will comply with all applicable third party procurement requirements of Federal laws, executive orders, regulations, and requirements, as amended and revised. The Grantee certifies that it will include in its contracts financed in whole or in part with U.S. DOT or FHWA assistance all clauses required by Federal laws, executive orders, or regulations, and will ensure that each subrecipient and each contractor will also include in its subagreements and its contracts financed in whole or in part with U.S. DOT or FHWA assistance all applicable clauses required by Federal laws, executive orders, or regulations.

**Intelligent Transportation Systems Program.** As used in this assurance, the term Intelligent Transportation Systems (ITS)

project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture."

1. Grantee assures it will comply with 23 U.S.C. 517(d), as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21 )and other federal requirements that may be issued in connection with any ITS project it undertakes financed with Highway Trust Funds (including funds from the mass transit account) or funds made available for the Intelligent Transportation Systems Program.

2. With respect to any ITS project financed with Federal assistance derived from a source other than Highway Trust Funds (including funds from the Mass Transit Account) or 23 U.S.C. 517(d), the Grantee assures that is will use its best efforts to ensure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

Davis-Bacon Act. To the extent applicable, the Grantee will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 et seq., the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 et seq., regarding labor standards for federally assisted subagreements.

Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF 424B and SF 424D). As required by OMB, the Grantee certifies that it:

1. Has the legal authority and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project.
2. Will give the U.S. Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;
4. Will initiate and complete the work within the applicable project time periods;
5. Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
  - Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
  - Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, which prohibit discrimination on the basis of sex;
  - Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
  - The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
  - The Drug Abuse, Prevention, Treatment and Rehabilitation Act, Public Law 92-255, and amendments thereto, 21 U.S.C. 1101 et seq. relating to nondiscrimination on the basis of drug abuse;
  - The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Public Law 91 616, and amendments thereto, 42 U.S.C. 4541 et seq. relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
  - The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-2 related to confidentiality of alcohol and drug abuse patient records;
  - Title VIII of the Civil Rights Act, 42 U.S.C. 3601 et seq., relating to nondiscrimination in the sale, rental, or financing of housing;
  - Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited, to 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed,

national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and Section 1101 (b) of SAFETEA-LU, and 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in transportation-related programs; and

- Any other nondiscrimination statute(s) that may apply to the project.

6. Will comply with all federal environmental standards applicable to the project, including but not limited to:

- Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;
- Notification of violating facilities pursuant to Executive Order 11738;
- Protection of wetlands pursuant to Executive Order 11990;
- Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 et seq.;
- Conformity of federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 et seq.;
- Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;
- Protection of endangered species under the Endangered Species Act of 1973, as amended;
- The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 et seq., which relates to protecting components or potential components of the national wild scenic rivers system; and
- Environmental impact and related procedures pursuant to 23 C.F.R. Part 771.

7. Will comply with all other federal statutes applicable to the project, including but not limited to:

- Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which provides for fair and equitable treatment of persons displaced whose property is acquired as a result of federal or federally-assisted programs;
- The Hatch Act, 5 U.S.C. 1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds;
- The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
- Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470;
- Executive Order 11593, which relates to identification and protection of historic properties;
- The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 et seq.;
- The Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 et seq., which relates to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by a federal award of assistance;
- The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 et seq., which relates to prohibiting the use of lead-based paint in construction or rehabilitation of residence structures;
- The Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations"; and
- Use of parks, recreation areas, wildlife and waterfowl refuges, and historic sites pursuant to 23 C.F.R. Part 774 (Section 4(f) requirements).

**Energy Conservation.** To the extent applicable, the Grantee and its third party contractors at all tiers shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Section 6321 et seq.

**Eligibility For Employment In The United States.** The Grantee shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Forms (1-9). These forms shall be used by the Grantee to verify that persons employed by the Grantee are eligible to work in the United States.

**Buy America.** As set forth in 49 U.S.C 5323U) and 49 C.F.R. Part 661, only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of satisfactory quality; or that inclusion of domestic materials will increase the cost of overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

**Changed Conditions Affecting Performance.** The Grantee shall immediately notify the Grantor of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

**Third Party Disputes Or Breaches.** The Grantee agrees to pursue all legal rights available to it in the enforcement or defense of any third party contract, and FHWA or U.S. DOT and the Grantor reserve the right to concur in any compromise or settlement of any third party contract claim involving the Grantee. The Grantee will notify FHWA or U.S. DOT and the Grantor of any current or prospective major dispute pertaining to a third party contract. If the Grantee seeks to name the Grantor as a party to the litigation, the Grantee agrees to inform both FHWA or U.S. DOT and the Grantor before doing so. The Grantor retains a right to a proportionate share of any proceeds derived from any third party recovery. Unless permitted otherwise by the Grantor, the Grantee will credit the Project Account with any liquidated damages recovered. Nothing herein is intended to nor shall it waive U.S. DOT's, FHWA's or the Grantor's immunity to suit.

**Fly America.** Grantee will comply with 49 U.S.C. §40118, 4 CFR §52 and U.S. GAO Guidelines B- 138942, 1981 U.S. Comp. Gen. LEXIS 2166, March 31, 1981 regarding costs of international air transportation by U.S. Flag air carriers.

**Preference for Recycled Products.** To the extent applicable, the Grantee agrees to give preference to the purchase of recycled products for use in this Agreement pursuant to the various U.S. Environmental Protection Agency (EPA) guidelines, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

**Cargo Preference - Use of United States Flag Vessels.** The Grantee agrees to comply with 46 U.S.C. § 55305 and 46 CFR Part 381 and to insert the substance of those regulations in all applicable subcontracts issued pursuant to this Agreement, to the extent those regulations apply to this Agreement.

REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

**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:

None Identified.



## State of Illinois UNIFORM GRANT BUDGET TEMPLATE

State Agency: Illinois Department of Transportation

Organization Name: Village of Hoffman Estates

Notice of Funding Opportunity (NOFO) Number: 1439-1327

Data Universal Number System (DUNS) Number (enter numbers only) : 074439308

Catalog of State Financial Assistance (CSFA) Number: 494-00-1439

CSFA Short Description: Statewide Planning & Research

**Section A: State of Illinois Funds**

Fiscal Year: 23

<b>REVENUES</b>			<b>Total Revenue</b>
State of Illinois Grant Requested		\$	244,800.00
<b>Budget Expenditure Categories</b>	<b>OMB Uniform Guidance Federal Awards Reference 2 CFR 200</b>		<b>Total Expenditures</b>
1. Personnel (Salary and Wages)	200.430	\$	
2. Fringe Benefits	200.431	\$	
3. Travel	200.474	\$	
4. Equipment	200.439	\$	4,800.00
5. Supplies	200.94	\$	
6. Contractual Services and Subawards	200.318 & 200.92	\$	
7. Consultant (Professional Service)	200.459	\$	240,000.00
8. Construction		\$	
9. Occupancy (Rent and Utilities)	200.465	\$	
10. Research and Development (R&D)	200.87	\$	
11. Telecommunications		\$	
12. Training and Education	200.472	\$	
13. Direct Administrative Costs	200.413 (c)	\$	
14. Miscellaneous Costs		\$	
15. A. Grant Exclusive Line Item(s)		\$	
15. B. Grant Exclusive Line Item(s)		\$	
16. Total Direct Costs (add lines 1-15)	200.413	\$	244,800.00
17. Total Indirect Costs	200.414	\$	
Rate %: <input style="width: 150px;" type="text"/>			
Base: <input style="width: 150px;" type="text"/>			
18. Total Costs State Grant Funds (Lines 16 and 17) <b>MUST EQUAL REVENUE TOTALS ABOVE</b>		\$	244,800.00

Instructions found at end of document.





### State of Illinois UNIFORM GRANT BUDGET TEMPLATE

Organization Name: Village of Hoffman Estates

NOFO Number: 1439-1327

#### SECTION A - Continued - Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options

1. Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. **NOTE: (If this option is selected, please, provide basic Negotiated Indirect Cost Rate Agreement in area designated below.)**

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

- a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis;
- b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or
- c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity for Restricted Rate Programs).

2a. Our Organizations currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year [2 CFR 200, Appendix IV(C)(2)(c)]. **NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below.)**

2b. Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than three (3) months after the effective date of the State award [2 CFR 200 Appendix (C)(2)(b)]. The initial ICRP will be sent to the State of Illinois Indirect Cost unit. **Note: (Check with you State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated.)**

3. Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State or Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards [2 CFR 200.414 (C)(4)(f) and 200.68.] **[Note: Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.]**

4. For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:

- is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
- complies with other statutory policies.

The Restricted Indirect Cost Rate is: \_\_\_\_\_ %

5. No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements.)

#### Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)

Period Covered by NICRA: From:  To:  Approving Federal or State Agency:

Indirect Cost Rate:  % The Distribution Base Is:



## State of Illinois UNIFORM GRANT BUDGET TEMPLATE

Organization Name: Village of Hoffman Estates

NOFO Number: 1439-1327

**Section B: Non-State of Illinois Funds**

Fiscal Year: 23

REVENUES		Total Revenue
Grantee Match Requirement %: <span style="float: right;">20</span> (Agency to Populate)		
b) Cash	\$	41,000.00
c) Non-Cash	\$	
d) other Funding and Contributions	\$	
<b>Total Non-State Funds (lined b through d)</b>	<b>\$</b>	<b>41,000.00</b>
Budget Expenditure Categories	OMB Uniform Guidance Federal Awards Reference 2 CFR 200	Total Expenditures
1. Personnel (Salaries and Wages)	200.430	\$
2. Fringe Benefits	200.431	\$
3. Travel	200.474	\$
4. Equipment	200.439	\$ 1,200.00
5. Supplies	200.94	\$
6. Contractual Services and Subawards	200.318 & 200.92	\$
7. Consultant (Professional Services)	200.459	\$ 60,000.00
8. Construction		\$
9. Occupancy (Rent and Utilities)	200.465	\$
10. Research and Development (R&D)	200.87	\$
11. Telecommunications		\$
12. Training and Education	200.472	\$
13. Direct Administrative Costs	200.413 (c)	\$
14. Miscellaneous Costs		\$
15. A. Grant Exclusive Line Item(s)		\$
15. B. Grant Exclusive Line Item(s)		\$
16. Total Direct Costs (add lines 1-15)	200.413	\$ 61,200.00
17. Total indirect Costs	200.414	\$
Rate %: <input style="width: 150px;" type="text"/>		
Base: <input style="width: 150px;" type="text"/>		
<b>18. Total Costs State Grant Funds (Lines 16 and 17)</b>		<b>\$ 61,200.00</b>
<b>MUST EQUAL REVENUE TOTALS ABOVE</b>		



### State of Illinois UNIFORM GRANT BUDGET TEMPLATE

Organization Name: <u>Village of Hoffman Estates</u>		NOFO Number: <u>1439-1327</u>
Data Universal Number System (DUNS) Number (enter numbers only) : <u>074439308</u>	Fiscal Year: <u>23</u>	
Catalog of State Financial Assistance (CSFA) Number: <u>494-00-1439</u>	CSFA Short Description: <u>Statewide Planning &amp; Research</u>	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Village of Hoffman Estates  
Institution/Organization Name:

Village of Hoffman Estates  
Institution/Organization Name:

Director of Finance  
Title (Chief Financial Officer or equivalent):

Village Manager  
Title (Executive Director or equivalent):

Rachel Musiala  
Printed Name (Chief Financial Officer or equivalent):

Eric Palm  
Printed Name (Executive Director or equivalent):

**Rachel Musiala**  
Signature (Chief Financial Officer or equivalent):

Digitally signed by Rachel Musiala  
DN: C=US, OU=Finance Department, O=Village of Hoffman Estates, CN=Rachel Musiala,  
E=Rachel.Musiala@hoffmanestates.org  
Reason: I have reviewed this document  
Location: Village Hall  
Date: 2022.11.02 09:10:30-0500'  
Fourth PDF Editor Version: 11.0.0

**Eric Palm**  
Signature (Executive Director or equivalent):

Digitally signed by Eric Palm  
Date: 2022.11.02 09:05:15 -05'00'

November 2, 2022  
Date of Execution (Chief Financial Officer):

11/02/2022  
Date of Execution (Executive Director):

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter onto contractual agreements on the behalf of the organization.



**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

**FFATA Data Collection Form (if needed by agency)**

Under FFATA, all sub-recipients who receive \$30,000 or more must provide the following information for federal reporting. Please fill out the following form accurately and completely.

4-digit extension if applicable:			
Sub-recipient DUNS: 074439308		Sub-recipient Parent Company DUNS:	
Sub-recipient Name: Village of Hoffman Estates			
Sub-recipient DBA Name: Village of Hoffman Estates			
Sub-recipient Street Address: 1900 Hassell Rd			
City: Hoffman Estates	State: Illinois	Zip-Code: 60169	Congressional District: 8th
Sub-recipient Principal Place of Performance: 1900 Hassell Rd			
City: Hoffman Estates	State: Illinois	Zip-Code: 60169	Congressional District: 8th
Contract Number (if known):	Award Amount: \$244,800.00	Project Period: From: January 1, 2023	Project Period: To: July 1, 2025
State of Illinois Awarding Agency and Project Detail Description:			
Illinois Department of Transportation - State Planning & Research Grant			
<b>Under certain circumstances, sub-recipient must provide names and total compensation of its top 5 highly compensated officials. Please answer the following questions and follow the instructions.</b>			
<b>Q1.</b> In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches and affiliates worldwide) receive (1) 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements and (2) \$25,000,000 or more in annual gross revenue from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?			
Yes <input checked="" type="checkbox"/> If Yes, must answer Q2 below.		No <input type="checkbox"/> If No, you are not required to provide data.	
<b>Q2.</b> Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (5 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986 (i.e., on IRS Form 990)?			
Yes <input checked="" type="checkbox"/>		No <input type="checkbox"/> If No, you must provide the data. Please fill out the rest of this form.	
<b>Please provide names and total compensation of the top five officials:</b>			
Name:		Amount:	
Name:		Amount:	
Name:		Amount:	
Name:		Amount:	
Name:		Amount:	



## State of Illinois UNIFORM GRANT BUDGET TEMPLATE

**1). Personnel (Salaries and Wages) (2 CFR 200.430)**

List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project and length of time working on the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives in the narrative space provided below. Also, provide a justification and description of each position (including vacant positions). Relate each position specifically to program objectives. Personnel cannot exceed 100% of their time on all active projects.

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Personnel Cost	Add/Delete Row
				%			Add Delete
<b>State Total</b>							
				%			Add Delete
<b>NON-State Total</b>							
<b>Total Personnel</b>							
Personnel Narrative (State):							
Personnel Narrative (Non-State): (i.e. "Match" or "Other Funding")							



## State of Illinois UNIFORM GRANT BUDGET TEMPLATE

### 2). Fringe Benefits (2 CFR 200.431)

Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in category (1) direct salaries and wages, and only for the percentage of time devoted to the project. Provide the fringe benefit rate used and a clear description of how the computation of fringe benefits was done. Provide both the annual (for multiyear awards) and total. If a fringe benefit rate is not used, show how the fringe benefits were computed for each position. The budget justification should be reflected in the budget description. Elements that comprise fringe benefits should be indicated.

Name	Position(s)	Base	Rate (%)	Fringe Benefit Cost	Add/Delete Rows
			%		Add Delete
<b>State Total</b>					
			%		Add Delete
<b>Non-State Total</b>					
<b>Total Fringe Benefits</b>					

Fringe Benefits Narrative (State):

Fringe Benefits Narrative (Non-State): (i.e. "Match" or "Other Funding")



## State of Illinois UNIFORM GRANT BUDGET TEMPLATE

### 3). Travel (2 CFR 200.474)

Travel should include: origin and destination, estimated costs and type of transportation, number of travelers, related lodging and per diem costs, brief description of the travel involved, its purpose, and explanation of how the proposed travel is necessary for successful completion of the project. In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit cost involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate source of Travel Policies applied, Applicant or State of Illinois Travel Regulations. NOTE: Dollars requested in the travel category should be for staff travel only. Travel for consultants should be shown in the consultant category along with the consultant's fee. Travel for training participants, advisory committees, review panels and etc., should be itemized the same way as indicated above and placed in the "Miscellaneous" category.

Purpose of Travel/Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Travel Cost	Add/Delete Row
							Add
							Delete
State Total							
							Add
							Delete
NON-State Total							
Total Travel							
Travel Narrative (State):							
Travel Narrative (Non-State): (i.e..e "Match" of "Other Funding)							



## State of Illinois UNIFORM GRANT BUDGET TEMPLATE

### 4). Equipment (2 CFR 200.439)

Provide justification for the use of each item and relate them to specific program objectives. Provide both the annual (for multiyear awards) and total for equipment. Equipment is defined as an article of tangible personal property that has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. An applicant organization may classify equipment at a lower dollar value but cannot classify it higher than \$5,000. (Note: Organization's own capitalization policy for classification of equipment can be used). Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

	Item	Quantity	Cost Per Item	Equipment Cost	Add/Delete Rows
	Computer Hardware	2	\$2,400.00	\$4,800.00	Add Delete
	State Total			\$4,800.00	
	Computer Hardware	2	\$600.00	\$1,200.00	Add Delete
	Non-State Total			\$1,200.00	
	Total Equipment			\$6,000.00	

**Equipment Narrative (State):**  
 The proposed scope of work includes the creation of an inventory of existing multimodal transportation assets. It is anticipated that new hardware may be required to support these efforts, for example advanced hardware to render maps, or field tablets for inventorying. We will seek recommendations from the selected consultant.

**Equipment Narrative (Non-State): (i.e. "Match" or "Other Funding")**  
 The proposed scope of work includes the creation of an inventory of existing multimodal transportation assets. It is anticipated that new hardware may be required to support these efforts, for example advanced hardware to render maps, or field tablets for inventorying. We will seek recommendations from the selected consultant.





**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

**5). Supplies (2 CFR 200.94)**

List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

	Item	Quantity/Duration	Cost Per Item	Supplies Cost	Add/Delete Rows
					Add
					Delete
	State Total				
					Add
					Delete
	Non-State Total				
	Total Supplies				

Supplies Narrative (State):

Supplies Narrative (Non-State): (i.e. "Match" or "Other Funding")



## State of Illinois UNIFORM GRANT BUDGET TEMPLATE

**6). Contractual Services (2 CFR 200.318) & Subawards (200.92)**

Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole contracts in excess of \$150,000 (See 2 CFR 200.88). NOTE : this budget category may include **subawards**. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

**Please also note the differences between subaward, contract, and contractor (vendor):**

- 1) Subaward (200.92) means an award provided by a pass-through entity to a sub-recipient for the sub-recipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.
- 2) Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.
- 3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides supplies, expendable materials, or data processing services in support of the project activities.

Item	Contractual Services Cost	Add/Delete Rows
		Add
		Delete
State Total		
		Add
		Delete
Non-State Total		
Total Contractual Services		

Contractual Services Narrative (State):

Contractual Services Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

**7). Consultant Services and Expenses (2 CFR 200.459)**

**Consultant Services (Fees):** For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project.  
**Consultant Expenses:** List all expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging, etc.) Consultant--Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisitions Policy is used.

Consultant Services (Fees)	Services Provided	Fee	Basis	Quantity	Consultant Services (Fee) Cost	Add/Delete Row
	General consulting services for creation of plan	\$240,000.00	Not to exceed	1	\$240,000.00	Add Delete
State Total					\$240,000.00	
	General consulting services for creation of plan	\$60,000.00	Not to exceed	1	\$60,000.00	Add Delete
NON-State Total					\$60,000.00	
Total Consultant Services (Fees)					\$300,000.00	

**Consultant Services Narrative (State):**

The consultant will be hired to create the proposed Comprehensive Multimodal Transportation Plan. Generally speaking this will consist of the following:

- Asset management/inventory & level of utilization / Cartegraph implementation (asset management software)
  - o Guidance and best practice on utilization of platform
  - o Technical assistance as needed
  - o Recommendations for tools and techniques to collect baseline data
- Plan Creation
  - o Bike/ped plan evaluation & update (the gaps, what hasn't been accomplished, incl. of other agency plans) including new modes / programs
  - o Last mile connectivity / links to bicycle and pedestrian facilities (existing and planned)
  - o Transit service expansion / agency coordination / technology innovations
  - o Village taxi program replacement or modification
- Implementation Plan
  - o Capital project planning & prioritization
  - o Funding sources for capital and operations to sustain transit
  - o Evaluate Impact Fee replacement program – shift focus from road capacity to multimodal funding options
  - o Expanded programs/new services
- Performance based program development & monitoring
  - o Identification of metrics to determine success
  - o Establish funding mechanisms for data collection and monitoring

**Consultant Services Narrative (Non-State):**

The consultant will be hired to create the proposed Comprehensive Multimodal Transportation Plan. Generally speaking this will consist of the following:

- Asset management/inventory & level of utilization / Cartegraph implementation (asset management software)



## State of Illinois UNIFORM GRANT BUDGET TEMPLATE

### 7). Consultant Services and Expenses (2 CFR 200.459)

- o Guidance and best practice on utilization of platform
- o Technical assistance as needed
- o Recommendations for tools and techniques to collect baseline data
  - Plan Creation
- o Bike/ped plan evaluation & update (the gaps, what hasn't been accomplished, incl. of other agency plans) including new modes / programs
- o Last mile connectivity / links to bicycle and pedestrian facilities (existing and planned)
- o Transit service expansion / agency coordination / technology innovations
- o Village taxi program replacement or modification
  - Implementation Plan
- o Capital project planning & prioritization
- o Funding sources for capital and operations to sustain transit
- o Evaluate Impact Fee replacement program – shift focus from road capacity to multimodal funding options
- o Expanded programs/new services
  - Performance based program development & monitoring
- o Identification of metrics to determine success
- o Establish funding mechanisms for data collection and monitoring

Consultant Expenses - Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Consultant Expenses Cost	Add/Delete Row
							Add Delete
<b>State Total</b>							
							Add Delete
<b>NON-State Total</b>							
<b>Total Consultant Expenses</b>							

Consultant Expenses Narrative (State):

Consultant Expenses Narrative (Non-State): (i.e. "Match" or "Other Funding")



## State of Illinois UNIFORM GRANT BUDGET TEMPLATE

### 8). Construction

Provide a description of the construction project and an estimate of the costs. As a rule, construction costs are not allowable unless with prior written approval. In some cases, minor repairs or renovations may be allowable. Consult with the program office before budgeting funds in this category. Estimated construction costs must be supported by documentation including drawings and estimates, formal bids, etc. As with all other costs, follow the specific requirements of the program, the terms and conditions of the award, and applicable regulations.

Purpose	Description of Work	Construction Cost	Add/Delete Rows
			Add Delete
<b>State Total</b>			
			Add Delete
<b>Non-State Total</b>			
<b>Total Construction</b>			

Construction Narrative (State):

Construction Narrative (Non-State): (i.e. "Match" or "Other Funding")



## State of Illinois UNIFORM GRANT BUDGET TEMPLATE

**9). Occupancy - Rent and Utilities (2 CFR 200.465)**

List items and descriptions by major type and the basis of the computation. Explain how rental and utility expenses are allocated for distribution as an expense to the program/service. For example, provide the square footage and the cost per square foot rent and utility, and provide a monthly rental and utility cost and how many months to rent. **NOTE:** This budgetary line item is to be used for direct program rent and utilities, all other indirect or administrative occupancy costs should be listed in the indirect expense section of the Budget worksheet and narrative. Maintenance and repair costs may be included here if directly allocated to program.

Description	Quantity	Basis	Cost	Length of Time	Occupancy Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Occupancy - Rent and Utilities						

Occupancy - Rent and Utilities Narrative (State):

Occupancy - Rent and Utilities Narrative (Non-State): (i.e. "Match" or "Other Funding")



## State of Illinois UNIFORM GRANT BUDGET TEMPLATE

**10). Research & Development (R&D) (2 CFR 200.87)**

**Definition:** All research activities, both basic and applied, and all development activities that are performed by non-Federal entities directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes. Provide a description of the research and development project and an estimate of the costs. Consult with the program office before budgeting funds in this category.

Purpose	Description of Work	Research and Development Cost	Add/Delete Rows
			Add Delete
<b>State Total</b>			
			Add Delete
<b>Non-State Total</b>			
<b>Total Research and Development</b>			

Research and Development Narrative (State):

Research and Development Narrative (Non-State): (i.e. "Match" or "Other Funding")



## State of Illinois UNIFORM GRANT BUDGET TEMPLATE

### 11). Telecommunications

List items and descriptions by major type and the basis of the computation. Explain how telecommunication expenses are allocated for distribution as an expense to the program/service. NOTE: This budgetary line item is to be used for direct program telecommunications, all other indirect or administrative telecommunication costs should be listed in the indirect expense section of the Budget worksheet and narrative.

Description	Quantity	Basis	Cost	Length of Time	Telecommunications Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Telecommunications						

Telecommunications Narrative (State):

Telecommunications Narrative (Non-State): (i.e. "Match" or "Other Funding")





**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

**12). Training and Education (2 CFR 200.472)**

Describe the training and education cost associated with employee development. Include rental space for training (if required), training materials, speaker fees, substitute teacher fees, and any other applicable expenses related to the training. When training materials (pamphlets, notebooks, videos, and other various handouts) are ordered for specific training activities, these items should be itemized below.

Description	Quantity	Basis	Cost	Length of Time	Training and Education Cost	Add/Delete Row
						Add Delete
State Total						
						Add Delete
NON-State Total						
Total Training and Education						

Training and Education Narrative (State):

Training and Education Narrative (Non-State): (i.e. "Match" or "Other Funding")



## State of Illinois UNIFORM GRANT BUDGET TEMPLATE

**13). Direct Administrative Costs (2 CFR 200.413 (c))**

The salaries of administrative and clerical staff should normally be treated as indirect (F&A) costs. Direct charging of these costs may be appropriate only if all of the following conditions are met: (1) Administrative or clerical services are integral to a project or activity; (2) Individuals involved can be specifically identified with the project or activity; (3) Such costs are explicitly included in the budget or have the prior written approval of the State awarding agency; and (4) The costs are not also recovered as indirect costs.

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Direct Administrative Cost	Add/Delete Row
				%			Add Delete
State Total							
				%			Add Delete
NON-State Total							
Total Direct Administrative Costs							

Direct Administrative Costs Narrative (State):

Direct Administrative Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

**14). Other or Miscellaneous Costs**

This category contains items not included in the previous categories. List items by type of material or nature of expense, break down costs by quantity and cost per unit if applicable, state the necessity of other costs for successful completion of the project and exclude unallowable costs (e.g.. Printing, Memberships & subscriptions, recruiting costs, etc.)

Description	Quantity	Basis	Cost	Length of Time	Other or Miscellaneous Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Other or Miscellaneous Costs						
Other or Miscellaneous Costs Narrative (State):						
Other or Miscellaneous Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")						



## State of Illinois UNIFORM GRANT BUDGET TEMPLATE

### 15). GRANT EXCLUSIVE LINE ITEM

Grant Exclusive Line Item Description: \_\_\_\_\_

Costs directly related to the service or activity of the program that is an integral line item for budgetary purposes. To use this budgetary line item, an applicant must have Program approval. (Please cite reference per statute for unique costs directly related to the service or activity of the program). (Note: Use columns within table as needed for the item being reported. Leave blank those columns that are not applicable. This table does NOT auto-calculate each line. You must enter the line totals. The table will auto-calculate the State, Non-State, and Total Grant Exclusive Line Item amounts based on your line entries. The State, Non-State and Total Grant Exclusive Line Item amounts will NOT carry forward to the Budget Narrative Summary table. You will have to enter the State and Non-State Totals for ALL Grant Exclusive Line Items in the Budget Narrative Summary table. Use the "Add New Grant Exclusive Line Item" button below to add additional tables as needed.)

Description	Quantity	Basis	Cost	Length of Time	Grant Exclusive Line Item Cost	Add/Delete Row
						Add Delete
State Total						
						Add Delete
NON-State Total						
Total Grant Exclusive Line Item						

Grant Exclusive Line Item Narrative (State):

Grant Exclusive Line Item Narrative (Non-State): (i.e. "Match" or "Other Funding")

Add New Grant Exclusive Line Item	Delete Grant Exclusive Line Item
-----------------------------------	----------------------------------



**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

**16). Indirect Cost (2 CFR 200.414)**

Provide the most recent indirect cost rate agreement information with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a program budget. The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s). After the amount of indirect costs is determined for the program, a breakdown of the indirect costs should be provided in the budget worksheet and narrative below.

Description	Base	Rate	Indirect Cost	Add/Delete Rows
			\$0.00	Add Delete
State Total			\$0.00	
			\$0.00	Add Delete
Non-State Total			\$0.00	
Total Indirect Costs			\$0.00	

Indirect Costs Narrative (State):

Indirect Costs Narrative (Non-State):



**State of Illinois**  
**UNIFORM GRANT BUDGET TEMPLATE**

**Budget Narrative Summary**--When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project. (Note: The State, Non-State, and Total cost amounts for each line item below are auto-filled based upon the entries in the preceding budget tables 1-14 and 16. The State and Non-State Total amounts from Table 15 above, Grant Exclusive Line Item(s), must be entered into this table by hand due to the possibility of there being more than one Grant Exclusive Line Item table. Once the Grant Exclusive Line Item(s) amounts are entered into this table, the State Request amount, Non-State Amount and the Total Project Costs will be calculated automatically. It is imperative that the summary tables be completed accurately for the Budget Narrative Summary to be accurate.)

<b>Budget Category</b>	<b>State</b>	<b>Non-State</b>	<b>Total</b>
1. Personnel			
2. Fringe Benefits			
3. Travel			
4. Equipment	\$4,800.00	\$1,200.00	\$6,000.00
5. Supplies			
6. Contractual Services			
7. Consultant (Professional Services)	\$240,000.00	\$60,000.00	\$300,000.00
8. Construction			
9. Occupancy (Rent and Utilities)			
10. Research and Development (R & D)			
11. Telecommunications			
12. Training and Education			
13. Direct Administrative Costs			
14. Other or Miscellaneous Costs			
15. GRANT EXCLUSIVE LINE ITEM(S)			
16. Indirect Costs	\$0.00	0.00	\$0.00
State Request	\$244,800.00		
Non-State Amount		\$61,200.00	
<b>TOTAL PROJECT COSTS</b>			<b>\$306,000.00</b>



### State of Illinois UNIFORM GRANT BUDGET TEMPLATE

**For State Use Only**

Grantee: Village of Hoffman Estates

Notice of Funding Opportunity (NOFO) Number: 1439-1327

Data Universal Number System (DUNS) Number (enter numbers only) : 074439308

Catalog of State Financial Assistance (CSFA) Number: 494-00-1439

CSFA Short Description: Statewide Planning & Research

Fiscal Year(s): FY 23, FY 24, & FY25

Initial Budget Request Amount: \$244,800.00

Prior Written Approval for Expense Line Item: N/A

Statutory Limits or Restrictions: N/A

Checklist: N/A

**Final Budget Amount Approved:** \$244,800.00

Doug DeLille

Program Approval Name

Doug DeLille

Program Approval Signature

Digitally signed by Doug DeLille  
Date: 2022.11.02 12:09:43 -05'00'

November 2, 2022

Date

Dianne Seck

Fiscal & Administrative Approval Name

Dianne Seck

Fiscal & Administrative Approval Signature

Digitally signed by Dianne Seck  
Date: 2022.11.02 13:10:54 -05'00'

11/2/2022

Date

**Budget Revision Approved:** \_\_\_\_\_

\_\_\_\_\_  
Program Approval Name

\_\_\_\_\_  
Program Approval Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fiscal & Administrative Approval Signature

\_\_\_\_\_  
Fiscal & Administrative Approval Signature

\_\_\_\_\_  
Date

**§200.308 Revision of budget and program plans**

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

**COMMITTEE AGENDA ITEM  
VILLAGE OF HOFFMAN ESTATES**

**SUBJECT:** Request approval of two IDOT resolutions to appropriate Motor Fuel Tax Funds for:

- a. 2023 Street Revitalization project in an amount not to exceed \$1,925,000; and
- b. 2023 Traffic Signal Maintenance and Opticom repairs in an amount not to exceed \$130,000.

**MEETING DATE:** January 9, 2023

**COMMITTEE:** Transportation and Road Improvement

**FROM:** Alan Wenderski, Director of Engineering

---

**PURPOSE:** Request approval of IDOT resolutions to appropriate Motor Fuel Tax (MFT) funds for the 2023 Street Improvements and the annual Traffic Signal Maintenance and Opticom repairs.

**DISCUSSION:** When MFT Funds are used to pay for a qualified improvement or maintenance, an IDOT resolution is required to be executed prior to spending funds. As part of the annual budget, MFT funds totaling \$1,925,000 are allocated for the 2023 Street Revitalization project. A draft resolution for the 2023 street project is attached. Project plans are under development with a goal of starting construction in April.

MFT funds are also used to pay the Village’s share of traffic signal maintenance and Opticom emergency vehicle preemption repairs. A total of \$130,000 is allocated in 2023 for these purposes. Most traffic signals are on State and County routes, for which the Village pays a portion of the maintenance costs. Opticom repairs include replacement parts and upgrades. The local match for IDOT traffic signal upgrades is also funded via the MFT allocation for signal maintenance.

**FINANCIAL IMPACT:** The State collects and then distributes MFT funds to local agencies. The amounts received by the Village are determined on a per capita basis applied to the amount of motor fuel tax collected and available for local use.

**RECOMMENDATION:** Request approval of two IDOT resolutions to appropriate Motor Fuel Tax Funds for:

- a. 2023 Street Revitalization project in an amount not to exceed \$1,925,000; and
- b. 2023 Traffic Signal Maintenance and Opticom repairs in an amount not to exceed \$130,000.





Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?
[X] Yes [ ] No

Resolution Type: Original, Resolution Number, Section Number: 23-00113-00-PV

BE IT RESOLVED, by the President and Board of Trustees of the Village of Hoffman Estates, Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract.

For Roadway/Street Improvements:

Table with 5 columns: Name of Street(s)/Road(s), Length (miles), Route, From, To. Row 1: see attached

For Structures:

Table with 5 columns: Name of Street(s)/Road(s), Existing Structure No., Route, Location, Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

The reconstruction and resurfacing of various streets in Hoffman Estates

2. That there is hereby appropriated the sum of one million nine hundred and twenty-five thousand Dollars (\$1,925,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, Bev Romanoff, Village Clerk in and for said Village of Hoffman Estates

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

President and Board of Trustees of Hoffman Estates at a meeting held on January 16, 2023

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this \_\_\_ day of \_\_\_ Month, Year

(SEAL)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date Department of Transportation

# PROPOSED 2023 STREET REVITALIZATION PROJECT

<b>VOHE 2023 Reconstruction Streets</b>		
Street	Begin	End
BRIGHTON LN	KETTERING RD	HASELL RD
HASELL CT	HASELL RD	END OF THE ST
NAVAJO LN	NEWTON ST	NOGALES ST
PLEASANT ST	WASHINGTON BLVD	PARIS LN
PRINCETON ST	PERRY LN	ORANGE LN

<b>VOHE 2023 Resurfacing Streets</b>		
Street	Begin	End
ARROWWOOD LN	WHISPERING TRLS DR	DOGWOOD DR
ASHLAND ST	ARIZONA BLVD	END OF THE ST
BARBERRY CT	WHISPERING TRLS	END OF THE ST
BISON LN	PROVIDENCE DR	CARIBOU LN
BROOKSIDE DR	MOON LAKE BLVD	1596 BROOKSIDE DR
BROOKSIDE LN	1895 BROOKSIDE LN	BROOKSIDE DR
CANTERBURY LN	END OF THE ST	KELBERG AV
CARIBOU LN	BISON LN	RED OAK DR
CARNATION LN	APRICOT ST	BLUEBONNET LN
DENNISON RD	FREDERICK LN	HIGHLAND BLVD
DEXTER LN W	DOVINGTON DR	GANNON DR
DOGWOOD CT	DOGWOOD DR	END OF THE ST
DOGWOOD DR	WHISPERING TRLS DR	WHISPERING TRLS DR
FAIRFIELD LN	GLEN LAKE RD	GLEN LAKE RD
HALLORAN LN	MAUREEN DR	KELBERG AV
HAWTHORN LN	APPLE ST	BASSWOOD ST
HUTTNER CT	BROOKSIDE DR	END OF THE ST
PARIS LN	PLEASANT ST	ILLINOIS BLVD
PHEASANT TRAIL CT	MALLARD LN	END OF THE ST
SHOREWOOD DR W	WESTBURY DR	HUNTINGTON BLVD
TAMARACK DR W	SILVER PINE DR	THORNBARK DR
WINSTON DR	CHARLESTON LN	FREEMAN RD

<b>VOHE 2023 Structural Overlay Streets</b>		
Street	Begin	End
BARCROFT DR	CASTAWAY LN	BRADWELL RD
SUMAC TRL	OLMSTEAD DR	DOWNING DR
TAMARACK DR N	SILVER PINE DR	THORNBARK DR
WAINSFORD DR	BODE RD	BODE RD



Resolution for Maintenance Under the Illinois Highway Code

Table with 5 columns: District, County, Resolution Number, Resolution Type, Section Number. Values: 1, Cook, [blank], Original, 23-00000-00-GM

BE IT RESOLVED, by the President and Board of Trustees of the Village of Hoffman Estates, Illinois that there is hereby appropriated the sum of one hundred thirty thousand Dollars ( \$130,000.00 )

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 01/01/23 to 12/31/23

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that Village of Hoffman Estates shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

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

I, Bev Romanoff, Village Clerk in and for said Village of Hoffman Estates in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

President and Board of Trustees of Hoffman Estates at a meeting held on 01/16/23

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date [Signature Box]

APPROVED

Regional Engineer Signature & Date Department of Transportation [Signature Box]

**COMMITTEE AGENDA ITEM  
VILLAGE OF HOFFMAN ESTATES**

**SUBJECT:** Request approval of IDOT resolution to appropriate Rebuild Illinois bond funds for the 2023 Street Revitalization project in an amount not to exceed \$570,000.

**MEETING DATE:** January 9, 2023

**COMMITTEE:** Transportation and Road Improvement

**FROM:** Alan Wenderski, Director of Engineering

---

**PURPOSE:** Request approval of IDOT resolution to appropriate Rebuild Illinois Local Bond Funds for the 2023 street improvements.

**BACKGROUND:** A \$1.5 billion dollar grant program was included in the State's 2019 Rebuild Illinois Capital Program. The program is intended to provide Local Public Agencies (LPA's) with funds for capital projects. LPA's are scheduled to receive their share of this grant program within six disbursements over a three-year period, starting in May 2020. The exact timing of the disbursements to LPA's is based on the timing of the State's bond sales, with six separate disbursements of \$250 million. It is expected that two disbursements will be received annually for the three year period.

LPA's receive their share of these funds based on the MFT distribution formula (per capita). The Village receives approximately \$570,000 per disbursement for a three-year total of approximately \$3,420,000.

**DISCUSSION:** When Rebuild Illinois bond funds are used to pay for a qualified improvement, an IDOT resolution is required to be executed prior to spending funds. Though the process for administering the bond funds are similar to the MFT process, only improvements that are qualified as bondable beyond 13 years qualify. Improvements within the scope of the 2023 Street Revitalization Project qualify under this definition.

The sixth and final disbursement of approximately \$570,000 was received in late 2022.

**FINANCIAL IMPACT:** The State disburses Rebuild Illinois Local Bond Funds on a per capita basis. The 2023 budget for the Street Revitalization Project assumes the use of the Village's sixth and final disbursement of Rebuild Illinois Local Bond Funds, totaling \$570,000.

**RECOMMENDATION:** Request approval of IDOT resolution to appropriate Rebuild Illinois bond funds for the 2023 Street Revitalization project in an amount not to exceed \$570,000.



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?
[X] Yes [ ] No

Resolution Type: Original, Resolution Number: [ ], Section Number: 23-00113-00-PV

BE IT RESOLVED, by the President and Board of Trustees of the Village of Hoffman Estates

Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract

For Roadway/Street Improvements:

Table with 5 columns: Name of Street(s)/Road(s), Length (miles), Route, From, To. Row 1: see attached

For Structures:

Table with 5 columns: Name of Street(s)/Road(s), Existing Structure No., Route, Location, Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

The reconstruction and resurfacing of various streets in Hoffman Estates

2. That there is hereby appropriated the sum of five hundred seventy thousand

Dollars ( \$570,000.00 ) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds. REBUILD IL Local Bond funds.

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

I, Bev Romanoff, Village Clerk in and for said Village of Hoffman Estates

in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

President and Board of Trustees of Hoffman Estates at a meeting held on January 16, 2023

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this [ ] day of [ ] Month, Year

(SEAL)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date Department of Transportation

## PROPOSED 2023 STREET REVITALIZATION PROJECT

### VOHE 2023 Reconstruction Streets

Street	Begin	End
BRIGHTON LN	KETTERING RD	HASSELL RD
HASSELL CT	HASSELL RD	END OF THE ST
NAVAJO LN	NEWTON ST	NOGALES ST
PLEASANT ST	WASHINGTON BLVD	PARIS LN
PRINCETON ST	PERRY LN	ORANGE LN

### VOHE 2023 Resurfacing Streets

Street	Begin	End
ARROWWOOD LN	WHISPERING TRLS DR	DOGWOOD DR
ASHLAND ST	ARIZONA BLVD	END OF THE ST
BARBERRY CT	WHISPERING TRLS	END OF THE ST
BISON LN	PROVIDENCE DR	CARIBOU LN
BROOKSIDE DR	MOON LAKE BLVD	1596 BROOKSIDE DR
BROOKSIDE LN	1895 BROOKSIDE LN	BROOKSIDE DR
CANTERBURY LN	END OF THE ST	KELBERG AV
CARIBOU LN	BISON LN	RED OAK DR
CARNATION LN	APRICOT ST	BLUEBONNET LN
DENNISON RD	FREDERICK LN	HIGHLAND BLVD
DEXTER LN W	DOVINGTON DR	GANNON DR
DOGWOOD CT	DOGWOOD DR	END OF THE ST
DOGWOOD DR	WHISPERING TRLS DR	WHISPERING TRLS DR
FAIRFIELD LN	GLEN LAKE RD	GLEN LAKE RD
HALLORAN LN	MAUREEN DR	KELBERG AV
HAWTHORN LN	APPLE ST	BASSWOOD ST
HUTTNER CT	BROOKSIDE DR	END OF THE ST
PARIS LN	PLEASANT ST	ILLINOIS BLVD
PHEASANT TRAIL CT	MALLARD LN	END OF THE ST
SHOREWOOD DR W	WESTBURY DR	HUNTINGTON BLVD
TAMARACK DR W	SILVER PINE DR	THORNBARK DR
WINSTON DR	CHARLESTON LN	FREEMAN RD

### VOHE 2023 Structural Overlay Streets

Street	Begin	End
BARCROFT DR	CASTAWAY LN	BRADWELL RD
SUMAC TRL	OLMSTEAD DR	DOWNING DR
TAMARACK DR N	SILVER PINE DR	THORNBARK DR
WAINSFORD DR	BODE RD	BODE RD



**VILLAGE OF HOFFMAN ESTATES**  
**DEPARTMENT OF DEVELOPMENT SERVICES**  
**TRANSPORTATION DIVISION MONTHLY REPORT**

**SUBMITTED TO: TRANSPORTATION & ROAD IMPROVEMENT COMMITTEE**  
**BY: Jennifer Horn, Director of Planning & Transportation** *Jennifer Horn*

**January 2023**

**GENERAL UPDATES**

- ◆ Staff reviewed responses to the RFP for Phase 1 Engineering - Gannon Drive Resurfacing and Bike Improvements project, funded by an Invest in Cook Grant. Five responses in total were received.
- ◆ As previously mentioned, the Village was successful in applying for a Statewide Planning and Research grant through IDOT to receive funding for a Comprehensive Multimodal Transportation Plan. Staff has been working with IDOT on the required grant agreement, which is to be considered by the Transportation & Road Improvement Committee on 1/9. Staff has also been developing a Request for Proposals ready to release to prospective consultants upon final agreement approval by IDOT.

**TRANSPORTATION PROJECT UPDATES**

**Bike/Pedestrian Projects in Design**

<b>PROJECT</b>	<b>STATUS</b>
<b>Beverly Road Bicycle Facility and Resurfacing (Invest in Cook)</b> <i>Lead Agency: VOHE</i> <i>Scope: Resurfacing from Prairie Stone Pkwy to Beacon Pointe Dr. and construction of a barrier separated off-street path on the west side of Beverly Rd.</i>	<b>Phase II Engineering</b> in progress (Civiltech) with assistance from Invest in Cook grant. STP-L funding for construction and construction engineering included in FY 2024 (75%).
<b>Central Road Off-Street Bike Facility (Access to Transit / CMAQ)</b> <i>Lead Agency: Cook County</i> <i>Scope: Off-street path along the north side of Central Road from the Paul Douglas Forest Preserve path on to the Pace Park-n-Ride at Barrington Rd.</i>	<b>Phase II Engineering</b> underway with Cook County in lead, Ciorba Group chosen as engineering consultant. Cook County expects next major milestone in May 2023.
<b>Hassell Road Ped/Bike Enhancement Project (ITEP)</b> <i>Lead Agency: VOHE</i> <i>Scope: Ped/bike streetscape and safety enhancements along Hassell Rd., Pembroke and Stonington Aves. leading to Pace Barrington Rd. transit station.</i>	<b>Phase I Engineering</b> in progress (Baxter & Woodman).
<b>Shoe Factory Road Reconstruction and Off-Street Path</b> <i>Lead Agency: Cook County</i> <i>Scope: Widen and reconstruct Shoe Factory Road from east of Beverly Road to Essex Drive with off-road path north of Shoe Factory Road, west of Beverly.</i>	<b>Phase II Engineering</b> in progress (Civiltech), ROW and utility relocations in progress. Awaiting IGA from Cook County.
<b>Gannon Drive Bicycle and Roadway Resurfacing Project (Invest in Cook)</b> <i>Lead Agency: VOHE</i> <i>Scope: Resurfacing Gannon Drive and incorporating bicycle accommodations between Higgins Rd. and Golf Rd.</i>	<b>Phase I Engineering</b> pending consultant selection. IGA approved by VOHE on 9/19/22, and CC in October.

**Roadway Projects in Design**

PROJECT	STATUS
<b>Barrington Road Widening - Algonquin to Central Road</b> <i>Lead Agency: IDOT</i>	<b>IDOT MYP for 2024-2028.</b> VOHE to cost share for Opticom and signal improvements per 2018 LOI.
<b>Golf Road / Barrington Road Intersection Improvement Study</b> <i>Lead Agency: IDOT</i>	<b>Phase I Engineering</b> in progress. Pending LOI with IDOT. IDOT response to Village comments received December 2022 are under staff review.
<b>Higgins Road / Huntington Blvd. Intersection Study</b> <i>Lead Agency: IDOT</i>	<b>Phase I Engineering</b> in progress. Village staff provided feedback on the current proposed geometry in September 2021. Pending LOI.

**Roadway Projects – Under Construction**

PROJECT	STATUS
<b>2022 Village Street Revitalization Project</b> <i>Lead Agency: VOHE</i>	Work suspended for winter. Project to resume in spring 2023.
<b>Bode Road Resurfacing - Barrington Road to Schaumburg Road</b> <i>Lead Agency: Village of Schaumburg</i>	Preconstruction meeting with IDOT held on September 19 <sup>th</sup> . Due to delay in contract award by IDOT, project is unable to be completed in the 2022 construction season. Project to be delayed until spring 2023.

**TRANSIT UPDATES**

**Taxi Discount Program**

Program registration is ongoing with identification cards and coupons sent to residents. Since its inception, a total of 780 residents have registered for the program, with 327 current eligible registrants. The graph below shows historical, year-to-date use, and an estimate of the 2022 usage. The most recent coupons turned in covered through mid-November.

