IDOT FEDERAL UNIFORM GRANT AGREEMENT

BETWEEN

THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION
AND
City of Rochelle

The Illinois Department of Transportation (Grantor), with its principal office at 2300 S. Dirksen Parkway, Springfield, IL 62764, and City of Rochelle (Grantee), with its principal office at 420 North 6th St. Rochelle, IL 61068 and payment address (if different than principal office) at Same, hereby enter into this IDOT Uniform 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 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. UEI Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that JW8MLB1DN8L4 is Grantee's correct UEI, if applicable; Grantee has an active SAM registration; and 366006075 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 **Governmental Unit**.

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

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

Illinois Department of Transportation

By: ____________________
Signature of Gia Biagi, Secretary of IDOT
Date: ____________________
Printed Name: ____________________
Printed Title: ____________________
Designee

By: ____________________
Signature of First Other Approver, if Applicable
Date: ____________________
Printed Name: Michael S. Prater
Printed Title: Chief Counsel

By: ____________________
Signature of Second Other Approver, if Applicable
Date: ____________________
Printed Name: Jason Osborn
Printed Title: Director of Intermodal Project Implementation

By: ____________________
Signature of Third Other Approver, if Applicable
Date: ____________________
Printed Name: ____________________
Printed Title: ____________________

By: ____________________
Signature of Fourth Other Approver, if Applicable
Date: ____________________
Printed Name: ____________________
Printed Title: ____________________

City of Rochelle

By: ____________________
Signature of Authorized Representative
Date: ____________________
Printed Name: Zeke Jackson
Printed Title: City of Rochelle City Manager
Email: zjackson@rochelleil.us

By: ____________________
Signature of Authorized Representative, if applicable
Date: ____________________
Printed Name: Dominick Lanzito
Printed Title: City Attorney-City of Rochelle, IL
Email: dlanzito@pgmlaw.com

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.

"Allowable Costs" means a cost allowable to a project (i.e., that can be paid for using award funds). Costs will be considered to be allowable if they: are reasonable and necessary for the performance of the award; are allocable to the specific project; are treated consistently in like circumstances to federally-financed, State-financed, and other activities of the awardee; conform to any limitations of the cost principles or the sponsored agreement; are accorded consistent treatment (a cost may not be assigned to a State or Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the award as an indirect cost); are determined to be in accordance with generally accepted accounting principles; are not included as a cost or used to meet federal cost-sharing or matching requirements of any other program in either the current or prior period; are not used to meet the match requirements of another State or federal grant; and are adequately documented.

"Award" or "Grant" means financial assistance that provides support or stimulation to accomplish a public purpose. "Awards" include grants and other agreements in the form of money, or property in lieu of money, by the State agency to an eligible recipient. "Award" does not include: technical assistance that provides services instead of money; other assistance in the form of loans, loan guarantees, interest subsidies or insurance; direct payments of any kind to individuals; or contracts that must be entered into and administered under State or federal procurement laws and regulations.

"Budget" means the financial plan for the award that the State awarding agency approves during the award process or in subsequent amendments to the award. It may include the awardee's matching funds or other in-kind contributions.

"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" means a situation that arises when a person in a position of authority over an organization, such as an officer, director, or manager, may benefit financially from a decision made in that capacity, including indirect benefits such as to family members or businesses with which the person is closely associated.

"Cooperative Research and Development Agreement" means each Federal agency may permit the director of any of its Government-operated Federal laboratories, and, to the extent provided in an agency-approved joint work statement or, if permitted by the agency, in an agency-approved annual strategic plan, the director of any of its Government-owned, contractor-operated laboratories to enter into cooperative research and development agreements on behalf of such agency with; units of State or local government; industrial organizations (including corporations, partnerships, and limited partnerships, and industrial development organizations); public and private foundations; nonprofit organizations (including universities); or other persons (including licensees of inventions owned by the Federal agency).

"Direct Costs" means costs that can be identified specifically with a particular final cost objective, such as a State, Federal or Federal pass-through award or a particular sponsored project, an instructional activity, or any other institutional activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.

"Research and Development (R&D)" means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function. "Research" is defined as a systematic study directed toward fuller scientific knowledge or understanding of the subject studied. "Development" is the systematic use of knowledge and understanding gained from research directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes.

"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.

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

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

"Unallowable Cost" means a cost specified by law or regulation, federal cost principles, or the terms and conditions of an award that may not be reimbursed under a Grant or Cooperative Agreement.

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

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 thirty (30) calendar days' 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.

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

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

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

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 or Milestones), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. 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. 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.

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

ii. 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 up to 15 percent of modified total direct costs, which may be used indefinitely. No documentation is required to justify the de minimis Indirect Cost Rate. 2 CFR 200.414(f).

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

7.4. 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.

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

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

(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 the 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 Workplace**. If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than $5,000, Grantee certifies it 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 500/50-65).

(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.

(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. 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.

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.*);

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

11.5. 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 six (6) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, or **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, 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 applicable 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 financial reports at the frequency required by Grantor, intervals should be no less frequently than annually nor more frequently than quarterly except in unusual circumstances, describing the expenditure(s) of the funds related thereto. More frequent reporting may be required by the Grantee pursuant to specific award conditions. 2 CFR 200.208. 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 F**. Failure to submit the required financial reports may cause a delay or suspension of funding. 200.328(b).

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 E**. 2 CFR 200.301; 200.210.

ARTICLE XV
AUDIT REQUIREMENTS

15.1. Audit. In accordance with 2 CFR Part 200, Subpart F, Section 200.501, Audit Requirements, non-federal entities that expend at least $1,000,000.00 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 Grantor is required by federal law to obtain and review the single audit of all entities that had any federally participating funds pass through it, irrespective of the amount provided by the Grantor. It is the responsibility of Grantees expending the Federal funds to comply with the requirements and determine whether Grantee is required to have a single audit performed. In order to comply with the requirements, Grantee must provide the following information to Grantor on an annual basis for every year in which Grantee expended funds for costs associated with this project.

1. If Grantee expended at least $1,000,000.00 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 and submit a copy of the report to Grantor within the earlier of 30 days after completion of the single audit or no more than nine months after the end of Grantee's fiscal year end.

2. If Grantee expended less $1,000,000.00 in Federal awards from all sources, including other agencies, in any fiscal year for which Grantee expended funds for project costs, and were not required to conduct a single audit, Grantee must complete and return the certification statement.

3. If Grantee received multiple awards from Grantor, only one annual submittal of this information is required. Grantee shall submit a copy of its Single Audit or the Single Audit Not Required Certification to:

   Illinois Department of Transportation
   Financial Review & Investigation Section, Rm 126
   2300 South Dirksen Parkway
   Springfield, IL 62764
   DOT.AuditReview@illinois.gov

   The single audit must be comprised of four parts. Grantee has the option of including the four parts in one report or a combination of reports. The four parts are commonly known as:

   1. Comprehensive Annual Financial Report (Financial Statements).

   2. Schedule of Expenditures of Federal Awards and Independent Auditor's Report thereon.

   3. Independent Auditor's Report on Internal Control over Financial reporting and on Compliance and other matters based on an Audit of Financial Statements performed in accordance with Government Auditing Standards.

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

iv. If Grantee breaches this Agreement and either (1) fails to cure such breach within 30 calendar days' written notice thereof, or (2) if such cure would require longer than 30 calendar days and the Grantee has failed to commence such cure within 30 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 allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties shall follow all Grantor policies and procedures regarding non-compliance.

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.

16.5. Effects of Suspension and Termination.

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

(b) Except as set forth in subpart (c), 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, 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 prematurely. 2 CFR 200.343.

ARTICLE XIX
STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

19.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its governance structure. Grantee shall give Grantor prior notice of any such action or changes significantly affecting its overall structure and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This **ARTICLE** does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this **ARTICLE XIX** constitutes a material breach of this Agreement.

ARTICLE XX
CONFLICT OF INTEREST

20.1. Required Disclosures. Grantee shall immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112.

20.2. Prohibited Payments. Payments made by Grantor under this Agreement shall not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. 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 $142,740. 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 under *Section 1 of Article VII of the Illinois Constitution [Ill. Const. (1970) Art. VII, § 1]* and includes school districts.

20.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 20.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant such an exemption subject to additional terms and conditions as Grantor may require.

ARTICLE XXI
EQUIPMENT OR PROPERTY

21.1 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. 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 XXIII
INSURANCE

23.1. 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 (including equipment), or both, purchased or otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

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

ARTICLE XXIV
LAWSUITS AND INDEMNIFICATION

24.1. 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.

24.2. Indemnification and Liability. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees, or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXV
MISCELLANEOUS

25.1. 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.

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

(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 Grantor, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

25.12. 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.

25.13. 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.

25.14. 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, electronic signatures, digital signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

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

25.16. 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) audit requirements established in ARTICLE XV; (d) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (e) records related requirements.

25.17. 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 agent 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.

EXHIBIT A

PROJECT DESCRIPTION

(a) The Grantor and the Grantee enter into this Agreement to fund a project under an Airport Improvement Program (AIP) for the further development of a public airport under Title 49, U.S.C., Subtitle VII, as amended (hereinafter referred to as "Act"), with all rules, regulations, and procedures promulgated pursuant thereto; the Illinois Aeronautics Act (620 ILCS 5); and the Intergovernmental Cooperation Act (5 ILCS 220). FAA and/or Grantor reserves the right to amend or withdraw this offer at any time prior to its acceptance by Grantee. The project is more fully described below.

(b) The Grantee has applied for state assistance in procuring state or federal funds and hereby designates the Grantor as required by the above legal authority to accomplish the Project described below; and

(c) As applicable, the Grantor has filed a pre-application for federal funds with the FAA on behalf of the Grantee and has appropriated certain monies for the Project; and

(d) The Grantee hereby designates the Grantor as its Agent and the Grantor hereby accepts the designation to act as Agent for the Grantee.

(e) Federal Grant Number: 3-17-SBGP-220 N, 3-17-SBGP-261 B, 3-17-SBGP-249 N

(f) Airport Name: Rochelle Municipal Airport

(g) IL Project Number: RPJ-5150-0008

(h) APMS Project Description: (Locally Let) Building - REIMBURSEMENT: Construct 8-Unit T-Hangar Building

EXHIBIT C

PAYMENT

Grantee shall receive $1,188,045.19 under this Agreement.

Enter specific terms of payment here:

I. Funding Terms

A. The Grantor shall accept and disburse all federal, State, and municipal funds, as applicable under this grant, used or to be used in payment of the costs of attached Project Status Report or in reimbursement to either of the parties hereto for costs previously incurred. In accordance with 2 CFR 200 and FAA guidance, pre-award professional service costs incurred by the Grantee as of the Retainer Agreement execution date (herewith attached), or single project Engineering Agreement execution date, pursuant to the startup of the projects listed in the Request for Qualifications (RFQ), may be considered for participation and/or reimbursement under this Agreement after review, determination of eligibility, and acceptance by the Grantor and the FAA. Grantor agrees to contribute funds to this project in the amounts set forth below to the extent allowable under the Illinois Aeronautics Act, 620 ILCS 5, and specifically §§ 34 and 34a of the Illinois Aeronautics Act.

1. ENGINEERING FEES AND/OR LOCAL LET CONSTRUCTION

Funds from the State of Illinois have been or will be tendered in connection with this Project. It is estimated that the Engineering Fees and/or Local Let Construction costs, which include costs for items such as materials, supplies, equipment and land, will be approximately $1,188,045.19, which will be obligated by the State and paid directly to the Grantee in the following funding breakdown:

67% Federal...............................$1,153,309.00
2% State.......................................$34,736.19
31% Local (Grantee)......................$528,825.81

2. STATE LET CONSTRUCTION

The amount of $0.00 will be obligated and approved invoiced funds paid by the State of Illinois to the lowest bid contractor per the IDOT Letting process in the following funding breakdown:

0% Federal...............................$0.00
0% State...................................$0.00
0% Local (Grantee)..................$0.00

3. ADMINISTRATIVE FEE

For documentation purposes only, the amount of approximately $10,000.00, based on time sheets will be collected as an administrative fee by the Grantor, in the following funding breakdown:

95% Federal...............................$9,500.00
2.5% State......................................$250.00
2.5% Local (Grantee).....................$250.00

B. All Parties agree that they shall pay the above defined percentages of all project costs. In addition, the Grantee shall pay such additional project costs which exceed the sum of the Grantor's funds and the Federal funds, as are herein committed for this Project.

EXHIBIT E

PERFORMANCE MEASURES AND STANDARDS

I. PERFORMANCE MEASURES

A. AIP provides funding to airports for eligible improvements such as airport planning, airport development, noise compatibility planning, and noise compatibility projects.

B. Aviation Priorities under the AIP:

1. Providing a safe and secure airport and airway system.
2. Minimizing airport noise impacts on nearby communities.
3. Developing reliever airports, cargo hub airports, and intermodalism.
4. Protecting natural resources.
5. Reducing aircraft delays.
6. Converting former military air bases to civil use or improving joint-use airports.
7. Carrying out various other projects to ensure a safe and efficient airport.

II. PERFORMANCE STANDARDS AND REQUIREMENTS

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

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

C. For Federally Funded Projects: The Grantee must comply with FAA Order 5100.38D or most current publication of the Airport Improvement Handbook, the Airport Compliance Handbook, and the AIP Sponsor Guide, all of which are incorporated by reference herein. In addition, the Grantee must comply with the current Airport Sponsor Grant Assurances. For all projects funded under the State Block Grant Program, Grantee will submit an executed copy of the Airport Sponsor Grant Assurances to Grantor. In accordance with AIP Sponsor Guide – 1500, drawdowns of federal funds are to be done in a reasonable time frame. Prolonged inactivity (i.e. 12 months) may establish sufficient cause for the FAA to recover the unused funds by unilaterally closing the grant. As stated in the guidelines, inactivity of open grants may also jeopardize future federal projects.

D. For State-Let Projects: The Grantee is to remit payments to the Grantor in a timely manner as required herein. Failure to remit the payment(s), shall allow the Grantor to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the Grantor to Grantee on this or any other contract. Grantor, at its sole option, upon notice to the Grantee, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

E. Specific project performance standards are contained in the resulting Grantor or Grantee Contract(s) or Engineering Agreement, whichever is applicable for the project. These performance standards include labor, materials, and other specifications and special provisions applicable to the individual Project(s) subject to the granted funds described herein.

J. Billing schedule is based on progress payment schedule set forth in the contract. Grantor will receive invoices from Grantee as work is completed. See Article IV, Sec. 4.8.

K. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI)

1. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

2. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

L. Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

M. The Grantee will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate.

N. Billing schedule is based on progress payment schedule set forth in the contract. Grantor will receive invoices as work is completed from the Grantee. See Article IV, Sec. 4.8.

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 Grantors authorized inspection or review, final audit, the Grantee's independent audit, or as a result of any duly authorized inspection or review.

Procurement Procedures

Procurement of Goods or Services - Federal Funds - For purchases of products or services with any Federal funds that cost 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 (2) 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. 200.320) 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.

Reporting. Grantee agrees to submit to periodic financial and performance reporting on the approved IDOT BoBS 2832 form.

Grantee shall file Annual 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 04/11/22 effective date of the agreement. Annual reports must be submitted no later than 30 calendar days following the period covered by the report.

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.

I. Prior to the Project Completion Date, the Grantee shall:

A. Execute on its own behalf, when applicable, the Application for Federal Assistance made or to be made to the FAA, the acceptance of such Grant Offer as shall be tendered by the United States through the FAA, and any and all amendments to such grant agreement. The Grantor after approval thereof shall submit this Agreement to the FAA when applicable.

B. Employ a Consulting Engineer

1. Consulting Engineer shall be qualified to provide:

a. Qualified resident or project engineer(s), registered in the State of Illinois and approved by the Grantor;

b. Materials testing technician(s) approved by the Grantor;

c. Any project reports required by the Grantor or the FAA; and

d. Compliance with the Disadvantaged Business Enterprise requirements for the Project.

2. Consulting Engineer duties shall include:

a. Obtain for the benefit of the Grantor all federal, State, and local permits as may be necessary to complete the Project.

b. For each phase of Project work which is covered by separate contract, the Consulting Engineer shall render to the Grantor, through the Project Coordinator, both a semifinal and final inspection report. The final inspection report(s) shall certify to the Grantor and to the Grantee that the work involved has been fully completed in accordance with the plans, specifications, and contract(s), including modifications or supplements by the Grantor or the FAA through an approved change order, supplementary contract, or otherwise. The final inspection report(s) shall also certify that the work is acceptable to the Consulting Engineer.

c. During the construction of the Project and prior to the Project Completion Date, the Consulting Engineer shall report directly to the Project Coordinator and may receive from the Project Coordinator such delegations of authority as the Project Coordinator believes to be reasonably appropriate to act and approve routine items on behalf of the Project Coordinator and the Grantor.

C. The Grantee hereby certifies to the Grantor that it has acquired, in its name prior to construction, clear title in fee simple to all real estate upon which construction work is to be performed and a sufficient interest (by easement or otherwise) in any other real estate which may be affected by the construction process.

II. GRANTEE RESPONSBIILITIES DURING AND AFTER PROJECT END DATE

A. The airport which is the subject of this Agreement will be owned or effectively controlled, operated, repaired and maintained adequately during its full useful life, or a period of 20 years, whichever is longer, for the rightful, fair, equal, and uniform use and benefit of the public; and

B. It will comply with all applicable State and Federal laws, rules, regulations, procedures, covenants and assurances required by the State of Illinois, Grantor, or the FAA in connection with any funds tendered under the Act in the administration of this Agreement and the operation of the airport; and

C. It will file with the Grantor and the FAA such reports as may be requested concerning the use, maintenance, and operation of the Airport.

D. No leases will be entered into by the Grantee which grants exclusive use rights to any grantee for any facilities which are the subject of this Project.

upon which federal funds have been expended. For the purposes of this Agreement, the term "federal funds" means funds however used or dispersed by the Grantee, that were originally paid pursuant to this or any other federal grant agreement. The Grantee must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The Grantee must return the recovered federal share, including funds recovered by settlement, order, or judgment to the Secretary of Transportation. The Grantee must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Grantee, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.

C. The Grantee and any subrecipient under this Agreement must promptly comply with the mandatory disclosure requirements as established under 2 CFR 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

D. The Grantee agrees to comply with all applicable environmental standards, as further defined in the Grant Assurances for all projects in this grant. If the Grantee fails to comply with this requirement, the FAA or Grantor may suspend, cancel, or terminate this Agreement.

E. Unless otherwise approved in advance by the FAA, Grantee will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Agreement. Grantee agrees to include a provision implementing Buy American in every contract and subcontract awarded under this Agreement.

F. If a public sponsor, Grantee must provide a Single Audit or program-specific audit in accordance with 2 CFR Part 200. Grantee must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb. Upon request, Grantee shall provide a copy of the completed audit to the FAA and Grantor. Grantees that expend less than $1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review by audit by the appropriate federal agency officials, state, and Government Accountability Office.

G. When entering into a "covered transaction" as defined by 2 CFR 180.200, Grantee must:

a. Verify the non-Federal entity is eligible to participate in the federal program by:

1. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified from participating; or

2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR 180.330 when entering into lower-trier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA and the Grantor whenever (1) the Grantee has learned into a covered transaction with an ineligible entity or (2) the Grantee suspends or debars a contractor, person, or entity.

H. Ban on Texting while Driving.

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Grantee is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the federal government, including work relating to a grant or sub grant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by FAA at 2 CFR Part 1200.

d.) Provisions applicable to any recipient.

1. The recipient must inform the FAA, Grantor, and the US DOT Inspector General, immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2(a) of this section.

2. The FAA or Grantor's right to unilaterally terminate this Grant as described in paragraph 2(b) or 3(a) of this section, implements the requirements of 22 USC chapter 78 and is in addition to all other remedies for noncompliance that are available to the FAA or Grantor under this Agreement.

3. The recipient must include the requirements of paragraph 2(a) of this Agreement term in any subaward it makes to a private entity.

4. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

e.) Definitions. For purposes of this Grant award, term:

1. "Employee" means either:

i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or

ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or requirements.

2. "Private entity" means:

i. Any entity, including for profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

ii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

J. Grantee certifies that it has a current Exhibit A property map that covers the project boundaries on file with the Grantor and/or FAA.

K. In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.

L. Any Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" or "Grantee" as used in the application and other assurances is deemed to include all Co-Sponsors.

M. Prohibited Telecommunications and Video Surveillance Services and Equipment. The Grantee agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)] and 2 CFR § 200.216.

N. The Grantee acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of

2. If the FAA determines that the Grantee has violated subsection (a), the FAA may impose a remedy, including:

(a) additional conditions on the award;

(b) consistent with 49 U.S.C chapter 471, any remedy permitted under 2 CFR 200.339--200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the USDOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or

(c) any other remedy legally available.

3. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

4. The Grantee acknowledges that amounts the FAA requires the Grantee to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR parts 900-904).
the FAA.

T. The airport grant recipient hereby agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

U. The Grantee will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter.

V. The Grantee understands and agrees that they will not submit payment reimbursement requests until the Grantee has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26, including any amendments thereto), and, if applicable, its ACDBE program (reflecting compliance with 49 CFR Part 23, including any amendments thereto).

W. Project Containing Paving Work in Excess of $500,000. The Grantee agrees to:

1. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:

a. The name of the person representing the Grantee who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;

b. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;

c. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);

d. Qualifications of engineering supervision and construction inspection personnel;

e. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and

f. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

2. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.

3. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient, deems appropriate, which may include, but is not limited to:

a. Withholding monthly progress payments;
b. Assessing sanctions;
c. Liquidated damages; and/or
d. Disqualifying the contractor from future bidding as non-responsible.

B. For contracts let by the Grantee, Grantee agrees that each signed agreement will contain the following:

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the awarding agency. (Note: If the project is let by IDOT, this section does not apply.)

C. Grantee agrees to include a provision implementing Buy American in every contract and subcontract awarded under this Agreement.

There are two types of FAA Buy American certifications. The Sponsor Grantee incorporate the appropriate certifications of compliance with FAA Buy American Preference in the solicitation:

- Construction Projects involving the replacement, rehabilitation, reconstruction of airfield surfaces such as on runways, taxiways, taxilanes, aprons, roadways, parking lots, etc. – Insert the Certificate of compliance to FAA Buy American Preference based on Construction Projects.
- Equipment and Buildings Projects involving and including the acquisition of equipment such as snow removal equipment, navigational aids, wind cones, and the construction of buildings such as hangars, terminal development, lighting vaults, aircraft rescue & firefighting buildings, etc. - Insert the Certificate of Compliance with FAA Buy American Preference Based on Equipment/Building Projects.

VIII. EXECUTIVE ORDERS AND CONDITIONS

A. Grantor reserves the right to review and to determine Grantor's ability to certify compliance on any new or revised language added to terms and conditions.

The terms and conditions reference Executive Orders that have been issued in 2025 and 2026. There is ongoing litigation regarding these Executive Orders, including court orders enjoining the use of the Executive Orders as grant conditions and the Executive Orders' enforcement. Many of the Executive Orders and conditions are vague and use undefined terminology. To the best of its understanding, Grantor complies with federal laws applicable to the grant program, and its use of grant funds and performance of grantee obligations complies with lawful grant conditions and conditions not subject to litigation. Grantor does not and cannot certify that compliance with the 2025 and 2026 Executive Orders is material to any payment decisions for the purposes of False Claims Act liability. See Universal Health Servs. v. United States ex rel. Escobar, 579 U.S. 176 (2016).

IX. IN ADDITION TO ARTICLE I, THE FOLLOWING DEFINITIONS ARE APPLICABLE:

A. "Agreement" means this Inter-Governmental Agreement.

B. "AIP" means the FAA Grants-in-Aid for Airports; Airport Improvement Program.

C. "AIP Handbook" means FAA Order 5300-38D (or most current publication of the Airport Improvement Program Handbook). The AIP Handbook provides guidance and sets forth the policies and procedures of the

Annual Certification of Audit Type

1. Do not submit this Certification to the Department with your signed contract.
2. This form must be submitted, by the award recipient, yearly, within 60 days of the award recipient's fiscal year end, for the entire length of the contract.
3. You will submit this form to: DOT.AuditReview@illinois.gov within 60 days of your fiscal year end.

The Illinois Department of Transportation (IDOT) is required to obtain and review the Single Audit of all entities that have federally participating funds pass through it.

Section A

The certification applies ONLY to government agencies, local units of government and non-profit agencies expending federal funds. It does not apply to for-profit public or private entities.

The requirements of a Single Audit are as follows:

- In accordance with 2 CFR 200 Uniform Administrative Requirements, non-federal entities are required to have a single audit conducted if the total federal awards expended, from all awarding agencies, in the entity's fiscal year are:
  - **$750,000.00** or more for fiscal years starting **before October 1, 2024.**
  - **$1,000,000.00** or more for fiscal years starting **on or after October 1, 2024.**

Section B

Certification for fiscal year 01/01/25 through 12/31/26

Check the box that applies.

☐ The amount of federal funding our organization expended for our fiscal year, 01/01/25 through 12/31/26 , meets or exceeds, the Single Audit threshold. Therefore, we are required to have a Single Audit.

☐ The amount of federal funding our organization expended for our fiscal year, 01/01/25 through 12/31/26 , is below the Single Audit threshold. Therefore, we are not required to have a Single Audit.

Section C

Organization Name	City of Rochelle
Fiscal Year End Date	12/31/26
Address	420 North 6th Street
City	Rochelle
State	IL
Zip Code	61068
Contact Name	Zeke Jackson
Title	City of Rochelle City Manager
Phone	(815) 561-2000
E-mail	zjackson@rochelleil.us
FEIN (do not enter a dash)	36-6006075
UEI	JW8MLB1DN8L4

Section D

I certify that the above information is correct and in compliance with 2 CFR 200 Uniform Administrative Requirements:

Name

Title

Date

Illinois Department of Transportation
Capital Budget Worksheet

Organization Name:	FEIN#	UEI#
City of Rochelle	366006075	JW8MLB1DN8L4

Design/Engineering

Costs associated with planning, design and construction observation or related services for the proposed project including environmental services, testing, surveys, etc. Costs associated with creation of the project's architectural drawings; engineering studies and/or fees; etc., including costs of plans & specs and/or printing costs if specifically identified as such within the project description. **Copies of contracts will be required.**

Purpose	Description of Work	Total Cost
Engineering - Federal	Design, Special Services, Permits, Survey	$74,746.42
Engineering - Match	Desing, Special Services, Permits, Survey	$1,916.58
		$0.00
		$0.00
		$0.00
	Total Design/Engineering	*$76,663.00*

Design/Engineering Narrative

Preliminary & design engineering including environmental work, surveys, and permit work.

Building/Land Purchase

Costs to purchase, either in whole or in part, a building, structural shell, condominium, land, and/or easement including, but not limited to: the net purchase price itself; closing costs charged to the buyer on the closing document; legal fees; etc. Additionally, costs associated with Right-of-Way, appraisals, property/boundary surveys, legal fees, etc.

Purpose	Description of Work	Total Costs
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
	Total Building/Land Purchases	*$0.00*

Building/Land Narrative

Equipment/Materials/Labor

Purchase of materials and/or purchase/lease of equipment, to use or install for the project, such as: steel; drywall; lumber; wiring; doors; windows; roofing; rock; etc. including labor/installation costs, as identified – within the project description.

Item	Quantity	Cost Per Item	Total Costs
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		Total Equipment/Materials/Labor	*$0.00*

Equipment/Materials/Labor Narrative

Equipment

All costs associated with equipment that is not associated with any other contracts related to the grant.

Item	Quantity	Cost Per Item	Total Costs
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		Total Equipment	*$0.00*

Equipment Narrative

Construction Management and Oversight

Costs associated with managing the construction activities and/or overseeing all aspects of the construction project, either by contractor personnel or Grantee personnel, but limited to verifiable time working on this project.

Purpose	Description of Work	Total Costs
Construction Observation/Engineering - Federal	Oversee/manage project construction	$87,104.55
Construction Observation/Engineering - Match	Oversee/manage project construction	$2,233.45
		$0.00
		$0.00
		$0.00
	Total Construction Management/Oversight	*$89,338.00*

Construction Management/Oversight Narrative

On-site personnel for engineering management of construction project.

Construction

All costs associated with physical construction and construction related services provided by the contractor(s) of the facility.

Purpose	Description of Work	Total Costs
Airport Improvement - Infrastructure - Federal		$1,026,194.22
Airport Improvement - Infrastructure - Match		$524,675.78
		$0.00
		$0.00
		$0.00
	Total Construction	*$1,550,870.00*

Construction Narrative

Infrastructure improvements for airport as verified by IDOT - Aeronautics personnel. Project is on an IDOT letting.

Excavation/Site Prep/Demo

Costs associated with demolition of existing structures on the project site and/or preparation of the project site including excavation, etc. ahead of actual new construction/renovation activities

Purpose	Description of Work	Total Costs
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
	Total Excavation/Site Prep/Demo	*$0.00*

Excavation/Site Prep/Demo Narrative

Demolition and Removal

All costs associated with removal of any structures required to accommodate new construction and approved as part of the grant.

Purpose	Description of Work	Total Costs
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
	Total Demolition and Removal	*$0.00*

Demolition and Removal Narrative