

Committee-of-the-Whole Agenda

6:30 p.m.

Tuesday, December 13, 2016

Questions on the Agenda

Agenda Items

- 1. Licensing Agreement** (Chris Mathias, Property Management Coordinator)
- 2. Avenue of the Cities Corridor Plan** (Jeff Anderson, City Planner)
- 3. Change Order - #1247** (Scott Hinton, City Engineer)
- 4. Change Order - #1246** (Scott Hinton, City Engineer)
- 5. Other**
- 6. Public Comment**

Informational

Update on Council Goals – Attachment Provided

Explanation

- 1. A Resolution authorizing the Mayor and City Clerk to execute Licensing Agreements for 2017 permit approved applications for use of public right-of-way or City-owned property.**
(Chris Mathias, Property Management Coordinator)

Explanation: For the last three years, the City Council has passed a resolution to allow for staff to administer and approve all licensing agreements and for the Mayor and City Clerk to execute approved licensing agreements without each agreement being presented to the City Council. Staff feels that the process change has worked well. Customers do not have to wait three weeks for Council approval. Staff is recommending approval of a resolution for 2017 similar to what was passed in previous years. Additional documentation attached.

Staff Recommendation: Approval
Fiscal impact: N/A
Public Notice/Recording: N/A
Goals Impacted: Upgrade City Infrastructure & Facilities

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- 2. A Resolution authorizing the Mayor and City Clerk to execute an Intergovernmental Agreement between the City of Moline, Illinois and the Illinois Department of Transportation for the purpose of collaborating on the development of the Avenue of the Cities Corridor Plan.** (Jeff Anderson, City Planner)

Explanation: The Avenue of the Cities Corridor Plan would emphasize multimodal functionality, economic viability, ADA accessibility, urban design, and integration with the community's existing transportation system and neighborhood framework throughout the Avenue of the Cities/23rd Avenue corridor running from Moline's border with Rock Island to Moline's border with East Moline. The cost is estimated to be \$100,000. The City of Moline will be responsible for \$20,000 of that cost, which has been included in the 2017 budget. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: -\$20,000 from 010-0715-463.03-22
Public Notice/Recording: N/A
Goals Impacted: Strong Local Economy, A Great Place to Live

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- 3. A Resolution authorizing approval of a Reconciliation Change Order with Walter D. Laud, Inc. for Project #1247, 2016 Residential Reconstruction Program, in the amount of \$226,188.61.** (Scott Hinton, City Engineer)

Explanation: Project #1247 includes the reconstruction of 14th Street from 18th to 19th Avenues and 24th Avenue from 6th to 7th Streets with a new water main, sanitary sewer, and storm sewer. In order to make final payment to the contractor and close out the contract, a change order is needed in the amount of \$226,188.61. The change order reflects an increase of \$8,839.01 between the estimated bid quantities and final quantities actually constructed and includes \$217,349.60 worth of additional pavement patching requested by Council with funds originally allocated to the 40th Street project. Additional documentation attached.

Staff Recommendation: Approval.

Fiscal Impact: Funds are budgeted and available as detailed below:

ACCOUNT	BUDGETED	ORIGINAL CONTRACT	CHANGE ORDERS	TOTAL
Utility Tax	330,000.00	292,688.50	19,736.01	312,424.51
Water	170,000.00	155,444.50	1,993.00	157,437.50
WPC	225,000.00	239,211.00	(11,810.00)	227,401.00
Storm	55,000.00	51,412.00	(1,080.00)	50,332.00
CIP (2015 Budget Surplus)			217,349.60	217,349.60
	\$780,000.00	\$738,756.00	\$226,188.61	\$964,944.61

Public Notice/Recording: N/A

Goals Impacted: Strong Local Economy & Upgrade City Infrastructure & Facilities

4. A Resolution authorizing approval of a Reconciliation Change Order with Langman Construction, Inc. for Project #1246, Alley Reconstruction between 4th and 5th Avenues and 7th and 8th Streets, in the amount of \$30,117.72. (Scott Hinton, City Engineer)

Explanation: In order to make final payment to the contractor and close out the contract, a change order is needed in the amount of \$30,117.72. The change order reflects the difference between the estimated bid quantities and final quantities actually constructed. The change order increases the original contract value of \$270,366.50 by 11.1% to \$300,484.22. The majority of the additional cost is related to the existing sanitary sewer being located deeper in the ground than City records indicated. The new sanitary sewer had to be installed deeper than planned resulting in rock excavation and additional trench backfill. Additional documentation attached.

Staff Recommendation: Approval.

Fiscal Impact: Funds are budgeted and available as detailed below:

ACCOUNT	BUDGETED	ORIGINAL CONTRACT	CHANGE ORDERS	TOTAL
Utility Tax	100,000.00	139,356.50	3,644.90	143,001.40
Water	85,000.00	68,285.00	5,359.76	73,644.76
WPC	85,000.00	62,725.00	21,113.06	83,838.06
Storm				
	\$270,000.00	\$270,366.50	\$30,117.72	\$300,484.22

Public Notice/Recording: N/A

Goals Impacted: Strong Local Economy & Upgrade City Infrastructure & Facilities

LICENSEE: *2017 Licensing Agreements*

LICENSING AGREEMENT

PARTIES: The LICENSOR is the City of Moline, Illinois, a municipal corporation, hereinafter called the CITY.

 The LICENSEE is a *2017 Licensing Agreement Applicant* hereinafter called the LICENSEE.

PREMISES: On, underneath or overhanging *public right-of-way or City-owned property*

USE: LICENSEE shall be allowed only to: Use a public right-of-way, or City-owned property for installing approved structures that are located on, overhanging or underneath the premises.

INTEREST LICENSEE acquires only the right to: Use a public right-of-way, or City-owned property in conjunction with the *2017 Licensing Agreement*.

 The Licensing Agreement is not assignable without prior written approval of the CITY and the LICENSEE shall give the CITY at least twenty-one (21) days notice in writing of the intention to assign. If assignment is made without notice and approval, the CITY, in addition to any remedies for breach hereof, may hold the LICENSEE responsible for all things to be done, fees to be paid and documents to be filed under the terms hereof. No proprietary, ownership, possessory, possessatory, or other rights, except as specifically given herein, are to be acquired by the LICENSEE.

TERM: *The term of this Licensing Agreement is from:*

January 1, 2017 through December 31, 2017

FEE: The usage charge is \$30 per year.

CONDITIONS: LICENSEE shall indemnify and hold the CITY harmless from all acts in connection with use or misuse of the premises, and from any/all accidents on the premises. The LICENSEE shall procure, at its own expense, an Insurance Policy also **naming the CITY as additional insured** to protect the CITY from all damages to person or property on the premises resulting from accidents on the premises and also **naming the STATE OF ILLINOIS as an additional insured, if applicable**. Said policy or certificate shall be deposited with the CITY prior to the event and shall be in an amount not less than \$ 1,000,000 for bodily injury, or death, property damage, all types of liability and \$2,000,000 aggregate, and **shall contain language satisfactory to the City of Moline**, pursuant to Chapter 6, Section 2104, of the Moline Code of Ordinances.

LICENSEE shall be the primary insured.

LICENSEE shall have the duty and responsibility to maintain the premises in a safe and neat condition, as determined by the CITY.

Upon termination of the Licensing Agreement, LICENSEE shall restore the premises to its condition prior to issuance of Licensing Agreement, or property on the premises shall become the property of the CITY - at the CITY' s option.

Any construction on the premises shall be done under the direction of the CITY. The CITY and its authorized agents shall have the right to enter upon the premises for municipal purposes.

LICENSEE:

CITY OF MOLINE, ILLINOIS:

2016 Licensing Agreements

By: _____
Mayor

By: _____

Address and Telephone:

Attest: _____
City Clerk

Date: _____

Approved as to Form:

City Attorney

2016 Licensing Agreements

Applicant Name	Address/Location of Facility in ROW	Type	Date Approved
Greg Weinberg	4530 12th Avenue	Sign on ROW	1/19/2016
Pam Fisher	1520 6th Avenue	Awning over sidewalk	1/19/2016
AT&T Illinois	2800 7th Street	fiber optic cable in ROW	3/18/2016
Brix	1441 5th Avenue	Outdoor Dining	5/19/2016
Bad Boys Pizza	313 16th Street	Outdoor Dining	5/23/2016
Jimmy Johns of Macomb	1401 5th Avenue	Outdoor dining	5/23/2016
YMCA	2040 53rd Street	Bollards on ROW	6/13/2016
Dee Canfield	2401 12th Avenue	Retaining wall	6/21/2016
Tony's Chicago Style Pizza	1610 7th Street	Outdoor Dining	6/28/2016
Russell Construction	5320 22nd Avenue	Private sewer line	7/6/2016
Barrel House	1321 5th Avenue	Outdoor Dining	8/9/2016
SE National Bank	3535 Avenue of the Cities	Private Electrical in ROW	11/9/2016

INTER-GOVERNMENTAL AGREEMENT



**BETWEEN
THE STATE OF ILLINOIS, acting by and through its
DEPARTMENT OF TRANSPORTATION, and
CITY OF MOLINE**

The Illinois Department of Transportation (Grantor), with its principal office at 2300 South Dirksen Parkway, Springfield, IL 62764

and City of Moline (Grantee), with its principal office at 619 16th Street, Moline, IL 61265-2121

and payment address (if different than principal office) at NA

hereby enter into this Inter-Governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE – THE UNIFORM TERMS

RECITALS

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

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

ARTICLE I

AWARD AND GRANTEE SPECIFIC INFORMATION AND CERTIFICATION

1.1 DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 093869170 is Grantee's correct DUNS number, that 36-6005999

is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration (if federal funds). Grantee is doing business as a (check):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Nonresident Alien |
| <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"/> D = disregarded entity |
| <input checked="" type="checkbox"/> Governmental Unit | <input type="checkbox"/> C = corporation |
| <input type="checkbox"/> Estate or Trust | <input type="checkbox"/> P = partnership |
| <input type="checkbox"/> Pharmacy-Non Corporate | |

1.2 Amount of Agreement. Grant Funds (check one) shall not exceed are estimated to be \$ 80,000 of which \$ 80,000 (80%) 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 NA, _____ the Federal awarding agency is NA, _____ and the Federal Award date NA. _____ If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is Statewide Planning and Research and Number is 20.205. _____ The Catalog of State Financial Assistance (CSFA) Number is 494-00-1439. _____

1.4 Term. This Agreement shall be effective on 01/01/2017 and shall expire on 12/31/2017 unless terminated pursuant to this Agreement.

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

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

ILLINOIS DEPARTMENT OF TRANSPORTATION CITY OF MOLINE

By: _____ By: _____
Signature of Authorized Representative Signature of Authorized Representative

Date: _____ Date: _____

Printed Name: Randall S. Blankenhorn, Secretary Printed Name: Scott Raes, Mayor
_____ of Transportation E-mail: sraes@moline.il.us

By: _____
Signature of Designee & Title, if applicable

Date: _____

Printed Name: _____

Bv: _____ Bv: _____
Signature of Other Approver & Title, if applicable OR Signature of Other Approver & Title, if applicable

Date: _____ Date: _____

Printed Name: William M. Barnes, Chief Counsel Printed Name: Jeff Heck, Chief Fiscal Officer,
_____ Director, Finance & Administration

Bv: _____ Bv: _____
Signature of Other Approver & Title, if applicable Signature of Other Approver & Title, if applicable

Date: _____ Date: _____

Printed Name: Roger L. Driskell, Director, Office Printed Name: _____
_____ of Planning and Programming

**ARTICLE II
REQUIRED REPRESENTATIONS**

2.1 Standing and Authority. Grantee warrants that:

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

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

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

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

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

2.2 Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois 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 \$25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

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

2.5 Compliance with Registration Requirements. Grantee and its sub-grantees shall: (i) be registered with the Federal SAM if seeking an Award that is partially or fully paid by Federal funds, and registered with the State equivalent of SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; and (iii) have a valid DUNS number. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

**ARTICLE III
DEFINITIONS**

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

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

“Agreement” or “Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“CFDA” or “Catalog of Federal Domestic Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

“Cost Allocation Plan” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“CSFA” or “Catalog of State Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Disallowed Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

“FAIN” means the Federal Award Identification Number.

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

“Fixed-Rate” has the same meaning as in 44 Ill. Admin. Code 7000.20. “Fixed-Rate” is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.20.

“GAAP” or “Generally Accepted Accounting Principles” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Grant Funds” has the same meaning as in 30 ILCS 705.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

“Nonprofit Organization” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Notice of Award” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“OMB” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

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

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

“Program Income” has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

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

“State” means the State of Illinois.

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

“Unallowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

**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 Illinois Grant Funds Recovery Act. Any Grant Funds remaining at the end of the Agreement period which are not expended or legally obligated by Grantee shall be returned to Grantor within forty-five (45) days after the expiration of this Agreement in accordance with the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*). In the event of a conflict between the 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.

4.3 Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable Federal laws or regulations.

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

4.5 Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (iv) the Governor or Grantor reserves funds, or (v) 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.

4.6 Interest.

(a) All interest earned on Grant Funds held by a Grantee shall become part of the Grant Funds when earned and be treated accordingly for all purposes, unless otherwise provided in **PART TWO** or **PART THREE**. 30 ILCS 705/10.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8) or prohibited from doing so by state law. All interest earned shall be considered Grant Funds and are subject to the same restrictions, unless there is an applicable Federal program rule that takes precedence.

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Grant Funds Recovery Act, 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; See also 30 ILCS 705/10.

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

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

By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. 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).

ARTICLE V SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

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

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

5.3 Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in **Exhibit H**. 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 will be final and is incorporated herein as an attachment. However, a revised Budget is incorporated if submitted to Grantor and thereafter approved.

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. All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

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

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

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

**ARTICLE VII
ALLOWABLE COSTS**

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

7.2. Indirect Cost Rate Submission.

(a) This Paragraph 7.2 applies only to:

(i) A Grantee who charges, or expects to charge, any Indirect Costs; and

(ii) A Grantee who is allowed to charge Indirect Costs under federal or state statutes, state administrative rules, and agency or program rules, regulations and policies.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations for approval no later than three months after the effective date of the Award, in a format prescribed by Grantor.

(i) Appendix 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 institutions of higher education.

(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. Grantor will accept that Indirect Cost Rate, up to any statutory, rule- based or programmatic limit. However, for Grantees to which Appendix III of 2 CFR Part 200 applies, the rate amount must not exceed 26% (see 2 CFR Part 200, Appendix III(C)(8)).

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

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

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

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

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally-funded Program. Accounting records must contain information pertaining to State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. See 2 CFR 200.302.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII REQUIRED CERTIFICATIONS

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

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

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

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

- (d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).
- (e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.* or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).
- (f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).
- (g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).
- (h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.
- (i) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).
- (j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC §1251 *et seq.*).
- (k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency (45 CFR Part 76), or by the State (*See* 30 ILCS 708/25(6)(G)).
- (l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.
- (m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

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

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

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

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

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

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

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

ARTICLE IX CRIMINAL DISCLOSURE

9.1. **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Grant Funds, 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 II of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X UNLAWFUL DISCRIMINATION

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

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (See *also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (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 Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

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

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

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

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

12.1 Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333. 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 200.336, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit.

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

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

**ARTICLE XIII
FINANCIAL REPORTING REQUIREMENTS**

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

13.2 Close-out Reports.

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

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

13.3 Annual Financial Reports.

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

(b) Grantees shall submit Annual Financial Reports within 180 days after the Grantee's fiscal year ending on or after June 30. This deadline may be extended at the discretion of the Grantor.

(c) The Annual Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Annual Financial Report must cover the same period as the Grantee's tax return.

(d) Annual Financial Reports must include an in relation to opinion from the report issuer on the Cost and Revenue schedules included in the Annual Financial Report.

(e) Annual Financial Reports shall follow a format prescribed by Grantor.

(f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

13.4 Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding.

**ARTICLE XIV
PERFORMANCE REPORTING REQUIREMENTS**

14.1 Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in **Exhibit E** must be reported quarterly, unless otherwise specified in **PART TWO** or **PART THREE**. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. In unusual circumstances where more frequent reporting is necessary some Grantees may be required to submit monthly Performance Reports; in such cases, Grantor shall notify Grantee of same in **PART TWO** or **PART THREE**. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2 Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343.

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

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

ARTICLE XV AUDIT REQUIREMENTS

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

15.2 Single and Program-Specific Audits. If Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) during its fiscal year, it must have a single audit or program-specific audit conducted for that year as required in 2 CFR 200.501 and other applicable sections of Subpart F. The audit and reporting package (including data collection form) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (Program-specific audit). The audit (and package) must be submitted to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine months after the end of the audit period, whichever is earlier.

15.3 Financial Statement Audit. If Grantee expends less than \$750,000 in Federal Awards during its fiscal year and is not subject to the audit requirements in 15.2, but receives between \$300,000 and \$499,999 in Federal and State Awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Auditing Standards(GAAS); if Grantee expends between \$500,000 and \$749,999 in Federal and State awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS). Grantee shall submit these financial statement audit reports to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 calendar days after the end of the audit period, whichever is earlier.

15.4 Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter.

15.5 Report Timing. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

**ARTICLE XVI
TERMINATION; SUSPENSION**

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) days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

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

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

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

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

(c) 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 Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, Grantee may avail itself of any opportunities to object and challenge such suspension or termination in accordance with any applicable written processes and procedures. 2 CFR 200.341.

16.4 Effects of Suspension and Termination.

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

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

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

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

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

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

ARTICLE XVII SUBCONTRACTS/SUB-GRANTS

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

17.2 Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by Federal and State laws and regulations, and the provisions of this Agreement.

ARTICLE XVIII NOTICE OF CHANGE

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

18.2 Failure to Provide Notification. 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
REORGANIZATION**

19.1 Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee 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 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. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

**ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES**

20.1 Applicability. This ARTICLE XX applies to Grantees that are not an instrumentality of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include without limitation, municipalities and units of local government and related entities. 2 CFR 200.64

20.2 Agreement Disclosure. Grantee shall fully disclose, in **Exhibit G**, all contracts and other agreements to which it is a party or it anticipates entering into within one month after the effective date of this Award with any other State agency. For each contract or agreement, Grantee shall indicate:

- (a) The name of the State agency;
- (b) The number of the contract(s) or other agreement(s);
- (c) The estimated amount of the contract(s) or other agreement(s);
- (d) The term of the contract(s) or other agreement(s); and
- (e) The nature or purpose of the contract(s) or other agreement(s).

If Grantee has multiple Agreements with Grantor for the same fiscal year, Grantee only needs to supplement its previously submitted **Exhibit G**.

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

**ARTICLE XXI
CONFLICT OF INTEREST**

21.1 Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 44 Ill. Admin. Code 7000.40(b)(3).

21.2 Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person (1) 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 Paragraph 20.1, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual

compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13).

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

ARTICLE XXII EQUIPMENT OR PROPERTY

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

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

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

ARTICLE XXIII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

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

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

**ARTICLE XXIV
INSURANCE**

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

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

**ARTICLE XXV
LAWSUITS**

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 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 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 H, PART TWO, PART THREE, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

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

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

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

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

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

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

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

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

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

26.13 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.

26.14 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.

26.15 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.

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

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EXHIBIT A**PROJECT DESCRIPTION****Avenue of Cities Corridor Plan**

In an effort to strategically enhance the multimodal functionality and economic viability of the Avenue of the Cities commercial corridor, the Grantee has identified, as a priority goal, of developing a commercial corridor transportation plan known as the "Avenue of the Cities Corridor Plan".

The Grantee will contract a professional consulting firm to assist in developing the Plan. The project would emphasize multimodal functionality, economic viability, ADA accessibility, urban design, and integration with the community's existing transportation system and neighborhood framework throughout the Avenue of the Cities/23rd Avenue corridor running from Moline's border with Rock island to Moline's border with East Moline.

To accomplish the project, the Grantee will perform the following tasks:

Project Scope and Time Frame**Task 1: Data Collection, Due Diligence, and Work Plan**❖ **Anticipated Fee for Task 1 = \$24,000**

Project team to begin assembling information provided by the City of Moline, which may include:

- Assemble all relevant base mapping and document resources from client.
- Prepare necessary base mapping materials.
- Review relevant plans and policies.
- Prepare project work plan.
- Finalize work plan.
- Work with city staff to identify key person, constituents, organizational group and others for key person interviews during Task 2.
- Review traffic count, peak travel times and counts, crash, speed limit, lane configurations, intersection geometrics, and other appropriate data to understand corridor usage in order to formulate plans and guidance to respond to current level of high traffic volume, level of service, and use by multiple user types.
- Collect and analyze transit ridership counts and transit destination survey

Estimated Time Frame:

Approximately 6 weeks.

Task 2: Conduct stakeholder interviews and community surveys.❖ **Anticipated Fee for Task 2 = \$16,000**

- Conduct a variety of key-stakeholder, community leadership and departmental interviews. This includes follow-up research and meetings with specific individuals and groups (as identified with client in Task 1).
- Conduct interviews with official representatives of adjacent communities to discuss impacts associated with the Avenue of the Cities and transitional strategies for potential roadway, land use, and travel mode improvements or modifications.

Estimated Time Frame:

Approximately 4 weeks.

Task 3: Avenue of the Cities Corridor Phase I Workshop

❖ **Anticipated Fee for Task 3 = \$10,000**

Project team members to facilitate a phase I planning workshop in the City of Moline to facilitate a forum for public input and begin to develop alternative approaches to the AOC Corridor framework.

- Prepare workshop materials, graphics, etc.
- Facilitate a public workshop that engages the public to solicit input about the assets, issues, challenges, goals and visions for the corridor.
- Begin to develop several alternative scenarios for the corridor that address generalized transportation issues, land use and urban design characteristics for each scenario.

Estimated Time Frame:

Approximately 4 weeks.

Task 4: Avenue of the Cities (AOC) Corridor Phase II Workshop

❖ **Anticipated Fee for Task 4 = \$10,000**

Project team members to facilitate a phase II planning workshop in the City of Moline to facilitate the evaluation of plan alternatives and selection of components of a preferred alternative.

- Prepare workshop materials, graphics, etc.
- Facilitate a public workshop or open house that allows the community to evaluate and comment on aspects of the alternative scenarios.
- Facilitate a wrap-up meeting with the client and steering committee to discuss alternative approaches and establish the framework for the preferred direction.

Estimated Time Frame:

Approximately 4 weeks

Task 5: Preferred Direction Development (Draft 1)

❖ **Anticipated Fee for Task 5 = \$16,000**

Develop the preferred direction as the foundation for the draft plan.

- Refine the preferred direction.
- Refine draft plan framework.
- Develop document format.
- Assemble products to a preliminary draft and submit for review and comment.

Estimated Time Frame:

Approximately 6 weeks.

Task 6: Draft Plan (Draft 2)

❖ **Anticipated Fee for Task 6 = \$17,000**

Develop draft plan.

- Refine plan based on additional work and comments from the Draft 1 review.
- Refine draft plan framework and incorporate implementation strategies.
- Refine document format and all graphic products.
- Submit document to client, steering committee, and City Council/formal public hearing for review and consideration.

Estimated Time Frame:

Approximately 8 weeks.

Task 7: Final Plan (Final Draft)

❖ **Anticipated Fee for Task 7 = \$7,000**

Prepare and deliver final plan.

- Finalize plan based on comments from the Draft 2 presentation.
- Finalize document and prepare for publication.
- Deliver publication materials (electronic files and 12 copies).
- Deliver all associated presentation materials to client.

Estimated Time Frame:

Approximately 4 weeks.

Project Timeline Adjustments

Schedule may be modified after discussion with the City of Moline project representatives and the selected project consultant(s).

EXHIBIT B

DELIVERABLES OR MILESTONES

Deliverables:

The GRANTEE will provide the GRANTOR with quarterly progress report and the final report no later than 90 days after the expiration of this AGREEMENT.

The deliverables must be emailed to holly.ostdick@illinois.gov.

EXHIBIT C

PAYMENT

Grantee shall receive **\$ 80,000** under this Agreement.

Funding: Federal State Planning and Research (SPR) Funds

I. 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 Operations Manager and Budget Assistant in order to receive reimbursement.

a. Any invoices/bills issued by the Grantee to the Grantor pursuant to this Agreement shall be sent to the Grantor's Operations Manager and Budget at:

Illinois Department of Transportation
 Bureau of Urban Program Planning
 Attn: Mark Schmidt and Robert K. Johnson
 2300 Dirksen Parkway, Room:311
 Springfield, IL 62764

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

a. The invoice must include:

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

ii. Cover Letter to the C-13:

1. States the Obligation Number, contract name, source of funds being requested (typically PL, but can be SPR, FTA, state funds, and

CMAQ).

iii. Requests for reimbursement must be requested on Form C-13.

iv. Back up documentation which may include payroll and expenditures must be submitted with each invoice.

v. Certification by the Grantee's finance officer of accurate expenses.

vi. Expenditure and Progress Report:

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

2. Identification of expenditures by work task.

3. Progress reports are required under 23 CFR 420.117. State and federal regulations require:

a. Quarterly reports shall be submitted to the Operations Manager and Budget Assistant 30 days after end of the reporting period.

b. Final reports shall be submitted to the Operations Manager and Budget Assistant 90 days after the end of the reporting period.

vii. At the end of the SFY, a Year-End Report should include a summary of work completed and list all deliverables that were completed.

b. All invoices for services performed and expenses incurred by the Grantee prior to July 1st of each year must be presented to the Grantor no later than July 31st of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the Grantor shall not be obligated to make payment to the Grantee on invoices presented after said date. Failure by the Grantee to present such invoices prior to said date may require the Grantee to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this Agreement. The Grantor will direct all payments to the Grantee's remittance address listed in this Agreement.

III. Program Administrator Review and Approval

a. Upon submittal of an invoice, the Grantor's Metro Manager reviews and checks:

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. Expenditure 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 Program Administrator will contact the Grantee to resolve the issue so that payment can be made, assuming it is appropriate. This may include submission of a new or corrected invoice by the Grantee.

c. The Program Administrator will review and approve or reject the invoice within seven days of the Grantee's submittal. If rejected, the invoice is not sent to the Comptroller until it is revised and approved by the Program Administrator.

IV. Operations Manager Approval

a. Once approved, the Operations Manager submits invoices to the Bureau of Business Services, Accounting Unit, which documents the transaction and forwards it to the Comptroller.

V. Send 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 Program Administrator, payment is made within 15 days of receiving a complete invoice.

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: Holly Ostdick
Title: Metropolitan Planning Section Chief
Address: 2300 S Dirksen Parkway, Room 313 Springfield, IL 62703
Phone: 217-785-2994
TTY#: _____
Fax#: _____
E-mail Address: holly.ostdick@illinois.gov

GRANTEE CONTACT

Name: Jeff Anderson
Title: City Planner
Address: 619 16th Street, Moline, IL 61265-2121
Phone: 309/524-2038
TTY#: _____
Fax#: 309/524-2031
E-mail Address: janderson@moline.il.us

Additional Information:

EXHIBIT E

PERFORMANCE MEASURES

The Grantee should:

- 1) Submit accurate and timely invoices.
- 2) Promptly respond to inquiries by the Grantor.
- 3) Provide the final product by the end of this agreement.

EXHIBIT F

PERFORMANCE STANDARDS

The Grantee should:

- 1) Submit accurate and timely invoices at minimum quarterly.
- 2) Promptly respond to inquiries by the Grantor.
- 3) Provide the final product by the end of this agreement.

EXHIBIT G

STATE AGENCY CONTRACTS

For each contract or other agreement to which Grantee is a party with any other State agency, state:

1. The name of the State agency: _____
2. The number of the contract(s) or other agreement(s): _____
3. The estimated amount of the contract(s) or other agreement(s): _____
4. The term of the contract(s) or other agreement(s): _____
5. The nature or purpose of the contract(s) or other agreement(s): _____

EXHIBIT H

SPECIFIC CONDITIONS

1. Requires additional prior approvals; Requires more detailed reporting; Requires monthly reporting (Cost Principles: 2 CFR 200.400);
2. Requires additional prior approvals (Procurement Standards: 2 CFR 200.317 - 326);
3. Requires technical assistance including required training (Fraud, Waste, and Abuse);

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 Department, and any authorized agent of the Department, 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 Department 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 Department's 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 Department 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.

Subcontracting/Procurement Procedures/Employment of DEPARTMENT Personnel

1. Subcontracting, assignment or transfer of all or part of the interests of the GOVERNMENTAL BODY concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the DEPARTMENT.

2. **Procurement of Goods or Services – Federal Funds** For purchases of products or services with any Federal funds that cost more than \$3,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C 403(11), (currently set at \$100,000.00) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Federal funds for \$100,000 or more will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used, provided that the procurement procedures conform to the provisions in Part 3(K) below. The GOVERNMENTAL BODY 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 DEPARTMENT authorizes such a procedure; or, (3) the DEPARTMENT determines competition is inadequate after solicitation from a number of sources.

3. **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 \$50,000.00 and \$20,000.00 for professional and artistic services) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) 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 GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used. The GOVERNMENTAL BODY 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 DEPARTMENT authorizes such a procedure; or, (3) the DEPARTMENT determines competition is inadequate after solicitation from a number of sources.

The GOVERNMENTAL BODY GOVERNMENTAL BODY 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.

4. **EMPLOYMENT OF DEPARTMENT PERSONNEL** The GOVERNMENTAL BODY will not employ any person or persons currently employed by the DEPARTMENT for any work required by the terms of this Agreement. Here is where the Grantor lists its specific requirements] See Paragraphs 4.3, 4.6, 4.7, 5.1, 7.9, 12.4, 13.3(a), 14.1, 14.3, and 24.1 for information that may be required in this **PART TWO**.]

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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:

N/A unless any are apparent

[See Paragraphs 4.3, 4.6, 4.7, 5.1, 7.9, 12.4, 14.1, 14.3, and 24.1 for information that may be required in this **PART THREE**.]

CITY OF MOLINE

CONTRACT CHANGE ORDER

Project No. : 1247

Description:

Residential Reconstructions

Contractor : Walter D. Laud

Date : 6-Dec-16

Change Order No. : 1 & Final

Sheet 1 of 1

WORK DAYS		CONTRACT	
Contract	65	Original Contract	\$738,756.00
Changes	0	Changes To-Date	\$226,188.61
Adjusted		Adjusted Contract	\$964,944.61
% Change			30.62%

*	Item	Description	Quantity	Unit	Price	Addition	Deduction
		<u>CIP</u>					
	1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	5.30	UNITS	\$15.00	\$79.50	
	2	TREE REMOVAL (OVER15 UNITS DIAMETER)	40.50	UNITS	\$20.00	\$810.00	
	3	BUSH REMOVAL	0.00	EACH	\$100.00		
	4	GEOTECHNICAL FABRIC FOR GRND STAB.	33.20	SY	\$1.30	\$43.16	
	5	SEEDING SPECIAL COMPLETE	0.00	LSUM	\$5,000.00		
	6	PCC PAVEMENT (SPECIAL) WITH INT. CURB 7"	57.10	SY	\$50.00	\$2,855.00	
	7	AGGREGATE BASE COURSE, TYPE C, 6"	33.20	SY	\$9.50	\$315.40	
	8	PCC SIDEWALK, 4"	2582.24	SF	\$6.50	\$16,784.56	
	9	PCC SIDEWALK, 6"	-185.46	SF	\$20.00		(\$3,709.20)
	10	DETECTABLE WARNINGS	0.00	SF	\$40.00		
	11	PAVEMENT REMOVAL	17.30	SY	\$12.00	\$207.60	
	12	SIDEWALK REMOVAL	2865.70	SF	\$1.00	\$2,865.70	
	13	TRAFFIC CONTROL COMPLETE	0.00	LSUM	\$5,000.00		
	14	PAINT PAVEMENT MARKING - LINE 6"	-250.00	LF	\$2.50		(\$625.00)
	15	PAINT PAVEMENT MARKING - LINE 12"	-180.00	LF	\$4.25		(\$765.00)
	16	PAINT PAVEMENT MARKING - LINE 24"	-26.00	LF	\$5.00		(\$130.00)
	17	CONCRETE STAIRS COMPLETE	0.00	EACH	\$2,000.00		
	18	REMOVE CONCRETE STAIRS COMPLETE	0.00	EACH	\$500.00		
	19	PIPE UNDERDRAIN COMPLETE, 4"	-38.00	LF	\$12.00		(\$456.00)
		<u>WATER</u>					
	20	TRENCH BACKFILL (WATER)	-277.00	CY	\$4.00		(\$1,108.00)
	21	WATER MAIN ENCASEMENT	-40.00	LF	\$10.00		(\$400.00)
	22	WATER MAIN D.I.P., P CL 350, 8"	-4.40	LF	\$80.00		(\$352.00)
	23	TEE, 8"X8"X6"	0.00	EACH	\$630.00		
	24	TEE, 8"X8"X8"	0.00	EACH	\$730.00		
	25	45° BEND, DI,MJ,8"	-3.00	EACH	\$400.00		(\$1,200.00)
	26	REDUCER,DI, MJ, 8"X6"	1.00	EACH	\$300.00	\$300.00	
	27	SOLID SLEEVE, 6"	-2.00	EACH	\$325.00		(\$650.00)
	28	SOLID SLEEVE, 8"	-1.00	EACH	\$400.00		(\$400.00)
	29	VALVE & BOX, 8"	2.00	EACH	\$1,900.00	\$3,800.00	
	30	CORPORATION FOR TESTING, 1"	-1.00	EACH	\$225.00		(\$225.00)
	31	WATER SERVICE CONNECTION (CORP), 1"	0.00	EACH	\$1,250.00		
	32	CUT AND CAP, 6"	1.00	EACH	\$500.00	\$500.00	
	33	TEMPORARY FIRE HYDRANT	0.00	EACH	\$3,000.00		
	34	RELOCATE WATER SERVICE	0.00	EACH	\$200.00		
	35	COPPER WATER SERVICE PIPE, 1"	32.00	LF	\$16.50	\$528.00	
	36	CURB STOP AND BOX, 1"	0.00	EACH	\$250.00		
	37	FIRE HYDRANT ASSEMBLY COMPLETE	0.00	EACH	\$5,500.00		
	38	FIRE HYDRANT TO BE REMOVED	0.00	EACH	\$600.00		
	39	V V TO BE ADJ. W/NEW T.1 FRAME AND LID	0.00	EACH	\$650.00		
	40	REMOVE VALVE VAULT	2.00	EACH	\$600.00	\$1,200.00	

WPC								
41	TRENCH BACKFILL (SANITARY)	-586.50	CY	\$10.00			(\$5,865.00)	
42	SANITARY SEWER, D.I.P., P CL 350, 8"	31.00	LF	\$138.00	\$4,278.00			
43	SANITARY SEWER, D.I.P., P CL 350, 12"	0.00	LF	\$145.00				
44	SANITARY SEWER SERVICE, 6"	-109.00	LF	\$47.00			(\$5,123.00)	
45	RECONNECT SANITARY SERVICE LATERAL, 6"	-3.00	EACH	\$1,700.00			(\$5,100.00)	
46	SOLID SLEEVE, 12"	0.00	EACH	\$675.00				
47	MH SAN, TYPE A, 4' DIA. W/T. 1F., CLOSED LID	0.00	EACH	\$4,000.00				
48	SAN. MH. TO BE ADJ. W/NEW T.1 FRAME AND LID	0.00	EACH	\$700.00				
49	MANHOLE REMOVAL (SANITARY)	0.00	EACH	\$500.00				
STORM								
50	TRENCH BACKFILL (STORM)	-268.00	CY	\$5.00			(\$1,340.00)	
51	MH STORM, TYPE A, 4' DIA. W/T. 1F., OPEN LID	0.00	EACH	\$4,000.00				
52	MH STORM, TYPE A, 4' DIA. W/T. 1F., CLOSED LID	0.00	EACH	\$3,000.00				
53	STORM SEWER, 12"	-6.00	LF	\$45.00			(\$270.00)	
54	STORM SEWER, 24"	5.00	LF	\$106.00	\$530.00			
55	CATCH BASIN SINGLE	0.00	EACH	\$2,750.00				
56	CATCH BASIN DOUBLE	0.00	EACH	\$3,500.00				
57	CB SINGLE TO BE ADJ. W/T.3 NEW FRAME & GRATE	0.00	EACH	\$750.00				
58	REMOVE CATCH BASIN SINGLE	0.00	EACH	\$500.00				
59	MANHOLE REMOVAL (STORM)	0.00	EACH	\$500.00				
ADDED ITEMS								
*	60	24th Avenue Walls	1.00	LSUM	\$1,460.29	\$1,460.29		
*	61	Added Patching	1.00	LSUM	\$217,349.60	\$217,349.60		
* Denotes new item added to contract					Totals		\$253,906.81	(\$27,718.20)
Previous Changes =			Total Changes To-Date = \$226,188.61		Net Change		\$226,188.61	

1-59	Adjustments to final quantity based off of field measurements.						
*60	Restack existing retaining walls that did not get eliminated as intended						
*61	Added patching per council's recommendation						

CHANGE ORDER APPROVAL

Contractor: _____

Date: _____

BUDGET SUMMARY

ACCOUNT	BUDGETED	ORIGINAL CONTRACT	CHANGE ORDER	TOTAL
CIP	\$330,000.00	\$292,688.50	\$19,736.01	\$312,424.51
WATER	\$170,000.00	\$155,444.50	\$1,993.00	\$157,437.50
WPC	\$225,000.00	\$239,211.00	(\$11,810.00)	\$227,401.00
STORM	\$55,000.00	\$51,412.00	(\$1,080.00)	\$50,332.00
UTILITY	\$0.00	\$0.00	\$217,349.60	\$217,349.60

CITY OF MOLINE

CONTRACT CHANGE ORDER

Project No. : 1246

Description:

Alley Reconstruction

Contractor : Langman Construction

Date : 6-Dec-16

Change Order No. : 1 & Final

Sheet 1 of 1

WORK DAYS		CONTRACT	
Contract	45	Original Contract	\$270,366.50
Changes	0	Changes To-Date	\$30,117.72
Adjusted		Adjusted Contract	\$300,484.22
% Change			11.14%

*	Item	Description	Quantity	Unit	Price	Addition	Deduction
		CIP					
	1	TREE REMOVAL (OVER15 UNITS)	-48.00	UNITS	\$30.00		(\$1,440.00)
	4	GEOTECHNICAL FABRIC FOR GND STABILIZATION	149.10	SY	\$1.00	\$149.10	
	5	SEEDING SPECIAL COMPLETE	0.00	LSUM	\$500.00		
	6	AGGREGATE SURFACE COURSE, TYPE A, 6"	-46.40	SY	\$7.00		(\$324.80)
	7	AGGREGATE BASE COURSE, TYPE B, 6"	149.10	SY	\$7.00	\$1,043.70	
	8	PAVEMENT REMOVAL	7.80	SY	\$17.50	\$136.50	
	9	PCC DRIVEWAY PAVEMENT	149.00	SY	\$68.00	\$10,132.00	
	10	DRIVEWAY PAVEMENT REMOVAL	4.80	SY	\$12.50	\$60.00	
	11	CLASS B PATCHES W/HMA, TYPE IV	-110.40	SY	\$125.00		(\$13,800.00)
	12	CLASS B PATCHES W/HMA, TYPE II	-13.00	SY	\$155.00		(\$2,015.00)
	13	PCC PAVEMENT, 7"	149.10	SY	\$68.00	\$10,138.80	
	14	PCC SIDEWALK, 6"	42.00	SF	\$8.00	\$336.00	
	15	SIDEWALK REMOVAL	114.30	SF	\$2.00	\$228.60	
	16	CONCRETE STEP (SPECIAL)	-75.00	SF	\$10.00		(\$750.00)
	50	WOOD FENCE REMOVAL AND REINSTALLATION	-0.50	LSUM	\$500.00		(\$250.00)
	51	TRAFFIC CONTROL COMPLETE	0.00	LSUM	\$15,000.00		
		WATER					
	2	TRENCH BACKFILL (WATER)	-8.30	CY	\$35.00		(\$290.50)
	17	WATER MAIN, DIP, P CL 350, 8"	31.74	LF	\$100.00	\$3,174.00	
	18	WATER MAIN, DIP, P CL 350, 6"	8.30	LF	\$100.00	\$830.00	
	19	WATER MAIN, DIP, P CL 350, 4"	7.00	LF	\$100.00	\$700.00	
	20	TEE, D.I., M.J., 8"X8"	0.00	EACH	\$400.00		
	21	TEE, D.I., M.J., 8"X6"	0.00	EACH	\$350.00		
	22	TEE, D.I., M.J., 8"X4"	0.00	EACH	\$325.00		
	23	TEE, D.I., M.J., 8"X2" W/2" X 1.5" BUSHING & 1.5" CORP	0.00	EACH	\$450.00		
	24	TEE, D.I., M.J., 6"X6"	0.00	EACH	\$300.00		
	25	11.25° BEND, D.I., M.J., 8"	-1.00	EACH	\$225.00		(\$225.00)
	26	45° BEND, D.I., M.J., 8"	-1.00	EACH	\$250.00		(\$250.00)
	27	REDUCER, D.I., M.J., 8"X6"	0.00	EACH	\$200.00		
	28	CURB STOP AND BOX, 1.5"	0.00	EACH	\$280.00		
	29	COPPER WATER SERVICE PIPE, 1.5"	1.50	LF	\$60.00	\$90.00	
	30	WATER SERVICE CONNECTION (CORPORATION), 1"	1.00	EACH	\$500.00	\$500.00	
	31	CURB STOP AND BOX, 1"	1.00	EACH	\$200.00	\$200.00	
	32	COPPER WATER SERVICE PIPE, 1"	-44.80	LF	\$35.00		(\$1,568.00)
	33	VALVE AND BOX, 8"	1.00	EACH	\$1,200.00	\$1,200.00	
	34	VALVE AND BOX, 6"	-1.00	EACH	\$800.00		(\$800.00)
	35	FIRE HYDRANT ASSEMBLY COMPLETE	0.00	EACH	\$3,800.00		
	36	ABANDON AND FILL EXISTING WATER MAIN, 4"	0.00	LF	\$5.00		
	38	REMOVE VALVE VAULT	0.00	EACH	\$500.00		
	39	SOLID SLEEVE, 8"	0.00	EACH	\$250.00		
	40	SOLID SLEEVE, 6"	-1.00	EACH	\$200.00		(\$200.00)
	41	STANDARD TEST CONNECTION, 1"	0.00	EACH	\$100.00		
*	53	Water Main Tie-in	1.00	LSUM	\$1,139.26	\$1,139.26	
*	55	Valve and Box 4"	1.00	LSUM	\$860.00	\$860.00	

<u>WPC</u>						
	3	TRENCH BACKFILL (SANITARY)	340.96	CY	\$35.00	\$11,933.50
	37	ABANDON AND FILL EXISTING SANITARY SEWER, 8"	0.00	LF	\$5.00	
	42	SANITARY SEWER, DIP, P CL 350, 8"	-1.40	LF	\$100.00	(\$140.00)
	43	SANITARY SEWER SERVICE, 6"	-7.00	LF	\$75.00	(\$525.00)
	44	REMOVE MANHOLE, SANITARY	0.00	EACH	\$500.00	
	45	CLEANOUT TO BE REMOVED	0.00	EACH	\$300.00	
	46	CLEANOUT	-1.00	EACH	\$1,000.00	(\$1,000.00)
	47	RECONNECT SANITARY SERVICE LATERAL, 6"	-3.00	EACH	\$300.00	(\$900.00)
	48	TEE, D.I., M.J., 8" W/PLUG, 8"	0.00	EACH	\$400.00	
	49	MANHOLE, SANITARY, TYPE A, 4' DIA (SPECIAL)	1.00	EACH	\$4,000.00	\$4,000.00
*	52	T&M for slope change in sewer main	1.00	LSUM	\$6,875.43	\$6,875.43
*	54	Rock Excavation	1.00	LSUM	\$869.13	\$869.13
* Denotes new item added to contract					Totals	
Previous Changes =			Total Changes To-Date = \$30,117.72		Net Change	
					\$54,596.02	(\$24,478.30)
					\$30,117.72	

1-51	Adjustments to final quantity based off of field measurements.					
*52	Sanitary laterals came in low due to belly in existing pipe so we had to lower the elevation of the new main					
*53	We had to use Hy-Max couplings instead of the usual solid sleeve when we tied in to the existing main due to the pipe being oversized.					
*54	We unexpectedly ran into some rock excavation due to the extra depth in the sanitary main.					
*55	We only had pay items for a 6" & 8" valve and box and we had a 4" existing to replace.					

CHANGE ORDER APPROVAL

Contractor: _____

Date: _____

BUDGET SUMMARY

ACCOUNT	BUDGETED	ORIGINAL CONTRACT	CHANGE	TOTAL
UTILITY	\$100,000.00	\$139,356.50	\$3,644.90	\$143,001.40
WATER	\$85,000.00	\$68,285.00	\$5,359.76	\$73,644.76
WPC	\$85,000.00	\$62,725.00	\$21,113.06	\$83,838.06
STORM	\$0.00	\$0.00	\$0.00	\$0.00

CITY COUNCIL GOALS AND PRIORITIES – COMMITTEE UPDATES

December 13, 2016 Report

<u>City Council Priorities:</u>	<u>Page</u>
1. Avenue of the Cities Redevelopment.....	1
2. Pension Liability	2
3. City Infrastructure Plan: Funding.....	2
4. Prospect Park Pavilion	2
5. Residential Development	3

Note: The following remaining priorities will be presented at the December 20, 2016 Committee-of-the-Whole meeting:

6. Restaurant/Retail Attraction Strategy
7. John Deere Road Corridor Business Development
8. Marketing Program: “Why Moline”
9. City Building Maintenance Plan 3
10. Spiegel Building Development 3
11. Red Water Solution

AVENUE OF THE CITIES REDEVELOPMENT

Team: Chair - Jeff Anderson, Annaka Whiting, Chris Mathias, Ray Forsythe, Shawn Christ, Scott Hinton

Completed:

- Submitted Grant Accountability and Transparency Act (GATA) forms and information to IDOT for the Avenue of the Cities Corridor Plan funding request
- Avenue of the Cities was identified by the City and Retail Strategies as one of three primary focus areas for retail recruitment
- Staff conducted business, site, and building inventory work for the Avenue of the Cities to assist with marketing the corridor
- Submitted a Technical Assistance grant request for assistance with redeveloping vacant and abandoned properties
- Completed Dolan Commons development agreement
- Completed divvyDOSE development agreement
- Avadyne Health development agreement and new building completed
- 3637 Avenue of the Cities (3-story office building) has new owner with remodeling plans
- Geneseo Communications is installing fiber optic infrastructure adjacent to the Avenue that will enable high-speed internet service
- Highland Park Bowl has new ownership and improved facilities
- Avenue of the Cities streetscaping project work
 - Plans and specifications were finalized
 - Bids were opened at the IDOT bid letting in November
 - City Council concurred with bids
 - A project contract was awarded to McCarthy Improvement Company

Upcoming:

- Execute Intergovernmental Grant Agreement with IDOT for the Avenue of the Cities Corridor Plan project
- Issue a RFP/RFQ for the Avenue of the Cities Corridor Plan
- Share Economic Development Assistance Information with Avenue businesses
- Complete Economic Development Incentive Policy
- Project development site and building work for Dolan Commons and divvyDOSE
- Avenue of the Cities streetscaping project work to begin June 2017

PENSION LIABILITY

Team: Chair - Kathy Carr

Completed:

- COW presentation was made on April 19, 2016 to update City Council on the pension issues
- City Council approved 2016 Actuarial Report on June 7, 2016

Upcoming:

- Update Actuarial Reports in Spring 2017

CITY INFRASTRUCTURE PLAN: FUNDING

Team: Chair - Scott Hinton, Kathy Carr

Completed:

- Reviewed options available to the City for increasing various fees and taxes to increase funding for CIP projects
- Presented options for City Council consideration at the August 23, 2016 Committee-of-the-Whole meeting

Upcoming:

- Awaiting City Council direction; no further work planned at this time

PROSPECT PARK PAVILION

Team: Chairs - Lori Wilson and Scott Hinton

Completed:

- Identified costs for the following
 - Remove pavilion and return to natural hillside
 - Remove current structure and replace with like amenity
 - Design services to proceed with construction
 - Replace current structure with a smaller shelter/restroom
 - Expose the foundation as to proceed with a structural analysis

Upcoming:

- Direction from Park Board and City Council on how to proceed; will review with Park Board on December 1, 2016, and City Council on December 13, 2016

RESIDENTIAL DEVELOPMENT

Team: Chair - Chris Mathias, Ray Forsythe, Maureen Riggs, J.D. Schulte, Scott Hinton, Tony Loete, Jeff Anderson, Shawn Christ

Completed:

- Hawk Hollow: Commencement/near completion of first building; anticipate starting two additional buildings Winter 2016 which will provide 9 of the 15 units in the development
- Spiegel building: Developer started and is working on a plan for 39 apartment units and a café in the first floor addition to the south
- 6th Avenue lot: City staff is working with a developer interested in building 64 townhouse style units on vacant land located between 12th and 14th Street on the south side of 6th Avenue
- Chase building update: Construction underway in the Chase building which is being converted to 31 apartments
- Autumn Trails: Developer Weber has completed the necessary steps in obtaining the title to the property which will occur in early 2017
 - The 2 units that were started have now been substantially completed and will be put on the market for sale
 - Developer is expected to begin construction on the balance of the buildings in Spring 2017
 - The TIF District will be sunset once the remaining TIF obligations are met
- **Residential South of Rock River:**
 - Completed utility loop around airport
 - Created more accurate maps of City-owned farms and location of completed utilities
 - Committee met to analyze the location of City-owned land, topography and distance to utilities and determined that the Bealer Farm (NE corner of 100th Avenue and 50th Street) is the most ideal location to kick start residential development south of the Rock River
 - City staff met with the Quad City Realtor Association, the local Home Builders Association and local financing professionals to assess their opinions on the Illinois residential housing market
 - Advantages: City already owns land outright, land price on Illinois side is lower than Iowa, scenic views
 - Disadvantages: Illinois business climate/lack of new housing, two of City farms are located in Rock Island School District, farms are probably too big for one developer or builder to complete so it may have to be done piece meal or with the City as the developer
 - Marketing toward empty nesters or adults without children on the Bealer Farm property may be most suitable
 - A full water utility study of the south Rock area is estimated at over \$200,000; City staff will therefore try and study hydraulic needs in-house
 - Estimates have been requested by local engineering firms to complete the necessary design documents for the Bealer property which has been preliminarily designed and a plat created; minor adjustments to the plat have been recommended by the Home Builders and Quad City Realtors Associations
 - Staff is working on a comprehensive report to present to City Council to seek clear direction on moving forward

Upcoming:

- Tony Loete will work with Laura Klauer in Engineering to prepare a more detailed analysis of water system needs
- Utilities staff will complete an analysis of the South Slope sewer system including this area
- Spiegel building: City staff will analyze the developer's cost projections as soon as they are received and present a scenario for City incentives/participation in the project
- Additional meetings are scheduled with the developers of the 6th Avenue Residential Project as well as Heart of America on the former Collectors Center Lot at River Drive and 17th Street