

**RESOLUTION**  
**R 37- 21**

**A RESOLUTION AUTHORIZING THE SIGNATURE OF THE PRESIDENT AND  
VILLAGE CLERK ON AN AGREEMENT**

**WHEREAS**, the President and Board of Trustees of the Village of Lombard have received an agreement between the Village of Lombard and the Lombard Historical Society, Inc. in regard to the Carriage House Addition Project as attached hereto; and

**WHEREAS**, the Corporate Authorities deem it in their best interest of the Village of Lombard to approve such Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS, as follows:

SECTION 1: That the President be and hereby is authorized to approve on behalf of the Village of Lombard said Agreement as attached hereto.

SECTION 2: That the Village Clerk be and hereby is authorized to approve said agreement as attached hereto.

Adopted this 4th of November, 2021.

Ayes: Trustee LaVaque, Puccio, Dudek, Honig, Militello and Bachner


Nays: None

Absent: None

Approved by me this 4th of November, 2021.

  
Keith Giagnorio, Village President

ATTEST:

  
Elizabeth Brezinski, Village Clerk

**AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF LOMBARD  
AND THE LOMBARD HISTORICAL SOCIETY, INC.  
IN REGARD TO THE CONSTRUCTION OF  
AN ADDITION TO THE CARRIAGE HOUSE USED BY  
THE LOMBARD HISTORICAL SOCIETY, INC. AS A HISTORICAL MUSEUM**

THIS AGREEMENT (hereinafter referred to as the "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the VILLAGE OF LOMBARD (hereinafter referred to as the "VILLAGE") and THE LOMBARD HISTORICAL SOCIETY, INC. (hereinafter referred to as the "SOCIETY"). The VILLAGE and the SOCIETY are hereinafter sometimes individually referred to as a "Party" and collectively referred to as the "Parties."

**WITNESSETH**

**WHEREAS**, the VILLAGE and the SOCIETY, on May 3, 2018, entered into a "Further Amended and Restated Historical Museum Use Agreement," for the use of 23 West Maple Street, Lombard, Illinois, by the SOCIETY, as a Historical Museum (hereinafter referred to as the "Use Agreement"); and

**WHEREAS**, the Premises and all Structures located on 23 West Maple Street, Lombard, Illinois, as defined in Sections A.1. and A.2. of the Use Agreement, are owned by the VILLAGE (Premises and Structures, as hereinafter referred to, having the same meaning as set forth in the Use Agreement); and

**WHEREAS**, the SOCIETY has proposed to construct an addition to the carriage house on the Premises; said addition being more fully described in the plans and specifications attached hereto as Exhibit "1" and made part hereof (hereinafter referred to as the "Addition"); and

**WHEREAS**, the estimated cost for the construction of the Addition is Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00), as more fully set forth on the cost estimate

attached hereto as Exhibit "2" and made part hereof (hereinafter referred to as the "Cost Estimate"); and

**WHEREAS**, the SOCIETY is in receipt of a State of Illinois Department of Natural Resources Public Museum Capital Grant, relative to the construction of the Addition, in the maximum amount of Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) (hereinafter referred to as the "Grant"), with the terms of the Grant requiring the SOCIETY to complete fifty percent (50%) of the Addition prior to receiving the first one-half (½) of the Grant, and receive a certificate of occupancy relative to the Addition prior to receiving the remaining one-half (½) of the Grant, with said certificate of occupancy to be received no later than March 24, 2023; and

**WHEREAS**, the VILLAGE has already expended Thirty-Seven Thousand and No/100 Dollars (\$37,000.00) relative to architect fees in regard to the design of the Addition (the "Architect Payment"), which, pursuant to a memorandum of understanding previously entered into between the SOCIETY and the VILLAGE, is to be reimbursed to the VILLAGE, by the SOCIETY, from the Grant; and

**WHEREAS**, in an effort to ensure that the SOCIETY can construct the Addition and comply with the terms of the Grant, the VILLAGE has offered to initially fund the construction of, and construct, the Addition, provided the SOCIETY reimburses the VILLAGE for the construction costs incurred by the VILLAGE, as more fully set forth in Section 3 below; and

**WHEREAS**, the SOCIETY and the VILLAGE desire to work cooperatively with respect to the construction of the Addition; and

**WHEREAS**, the SOCIETY and the VILLAGE desire to set forth their respective obligations, relative to the construction and financing of the Addition; and

**WHEREAS**, Article VII, Section 10 of the 1970 Illinois Constitution provides authority for this Agreement; and

**WHEREAS**, it is in the best interests of the VILLAGE and the SOCIETY to enter into this

Agreement;

**NOW, THEREFORE**, in consideration of the foregoing, and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereto agree as follows:

1. **INCORPORATION OF PREAMBLES.** The preambles hereto, as set forth above, are incorporated herein by reference and are made part hereof.
2. **COVERAGE OF AGREEMENT.** The Parties hereto agree and acknowledge that this Agreement is applicable only to the Addition, and is not applicable to any other aspect of the Premises or the Structures thereon.
3. **CONSTRUCTION OF THE ADDITION.** The VILLAGE shall proceed with the construction of the Addition, upon the VILLAGE'S receipt and approval of the final plans and specifications therefor, subject to the following conditions:
  - A. The SOCIETY and the VILLAGE agree that the Addition shall be constructed substantially as depicted and described on Exhibit "1"; subject to any field changes or change orders to be implemented only upon the mutual agreement of the VILLAGE and the SOCIETY.
  - B. The work relative to the Addition shall be competitively bid in accordance with applicable law, and shall be completed by March 24, 2023.
  - C. Subject to the reimbursement provisions of Section 4. below, the VILLAGE shall only be responsible for paying the amount of the contract awarded by the VILLAGE to the contractor selected to construct the Addition. Any change orders or changes in the scope of the work, relative to the construction of the Addition, shall be subject to the prior approval of the VILLAGE, in its sole and absolute discretion, and the contractor for the construction of the Addition shall be so advised prior to commencing with construction. In the event that the cost of any change order or change in the scope of the work, relative to the construction of

the Addition, causes the cost of the Addition to exceed Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) (hereinafter referred to as an "Excess Costs"), the provisions of Section 4.D. below shall be applicable to the SOCIETY'S reimbursement of the VILLAGE in relation thereto. In no event shall the SOCIETY, or any of its officers, agents or employees, direct the contractor constructing the Addition to make changes of any kind to the scope of the work approved by the VILLAGE pursuant to the VILLAGE'S contract with the contractor.

- D. The VILLAGE may proceed with the construction of the Addition in phases, as follows:
  - i) Underground work;
  - ii) On-site work prior to constructing above ground;
  - iii) Framing and exterior work; and
  - iv) Interior work.
- E. Upon completion of the Addition, said Addition shall be owned by the VILLAGE, but operated and maintained by the SOCIETY, pursuant to the Use Agreement, or any further agreement amending or superseding same.

4. FUNDING THE CONSTRUCTION OF THE ADDITION.

- A. Within thirty (30) days of the execution of this Agreement, the SOCIETY shall deposit Thirty-Seven Thousand and No/100 Dollars (\$37,000.00) with the VILLAGE, to cover the difference between the Cost Estimate for the addition and the amount remaining from the Grant after the reimbursement of the VILLAGE for the Architect Payment.
- B. In an effort to ensure that the SOCIETY does not forfeit the Grant, the VILLAGE shall construct the Addition, using VILLAGE funds, and shall be reimbursed by

the SOCIETY, using the Grant as set forth in subsection C. below, and as set forth in subsection D. below.

- C. Except as to Excess Costs, the SOCIETY shall reimburse the VILLAGE, for the actual cost of the construction of the Addition within thirty (30) days of the SOCIETY receiving any Grant funds pursuant to the "Grant Agreement Between the State of Illinois, Department of Natural Resources, and Lombard Historical Society" attached hereto as Exhibit "3" and made part hereof (hereinafter referred to as the "Grant Agreement").
- D. In the event that Excess Costs are incurred by the VILLAGE, relative to the Addition, said Excess Costs shall be reimbursed to the VILLAGE, by the SOCIETY, in full, within five (5) years of the date of the issuance of a certificate of occupancy for the Addition by the VILLAGE, with payments by the SOCIETY, relative to said Excess Costs, to be made to the VILLAGE annually, on or before each anniversary date of the issuance of the certificate of occupancy, with said annual payments being no less than Five Thousand and No/100 Dollars (\$5,000.00) each (the "Minimum Amount"), except for the final payment, which, if the final amount due is less or more than Five Thousand and No/100 Dollars (\$5,000.00), shall only be in the final amount due. Any annual payment by the SOCIETY, which is less than the Minimum Amount that is required to be paid, shall result in the amount of the underpayment accruing interest at the rate of two percent (2%) per month until paid, with the minimum interest payment due being a one month interest payment.
- E. The SOCIETY shall take all actions as necessary to fully comply with the terms of the Grant Agreement, so as to ensure the SOCIETY'S receipt of the Grant Funds pursuant to the Grant Agreement.

5. VILLAGE INDEMNIFICATION OF THE SOCIETY. To the extent allowed by law, the

VILLAGE shall indemnify and hold harmless the SOCIETY, and its officers, agents and employees, with respect to any claim or loss, including, but not limited to, attorney's fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind which may arise, either directly or indirectly, out of the acts or omissions of the VILLAGE, or its officers, agents, employees, consultants or contractors, in the performance of this Agreement. The VILLAGE further agrees to require any contractor to include the SOCIETY, and its officers, agents and employees, as additional insureds on the insurance policies required of the contractor relative to the construction of the Addition.

6. SOCIETY INDEMNIFICATION OF THE VILLAGE. The SOCIETY shall indemnify and hold harmless the VILLAGE, and its elected officials, officers, agents and employees, with respect to any claim or loss, including, but not limited to, attorney's fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind which may arise, either directly or indirectly, out of the acts or omissions of the SOCIETY, or its officers, agents or employees, in the performance of this Agreement.
7. THIRD PARTIES AND DEFENSES. This Agreement is entered into for the benefit of each of the Parties, solely, and not for the benefit of any third party. Nothing contained in this Agreement shall constitute a waiver of any privileges, defenses or immunities which the VILLAGE may have under the Local Governmental and Governmental Employees Tort Immunity Act with respect to any claim brought by a third party.
8. NOTICES. Notice or other writings which any Party is required to, or may wish to, serve upon the other Parties in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

A. If to the VILLAGE:

Village Manager  
Village of Lombard  
255 East Wilson Avenue  
Lombard, Illinois 60148

B. If to the SOCIETY:

President  
The Lombard Historical Society, Inc.  
23 West Maple Street  
Lombard, Illinois 60148

or to such other address, or additional parties, as any Party may from time to time designate in a written notice to the other Parties.

9. COUNTERPARTS. This Agreement shall be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, but both of which shall constitute one and the same Agreement.
10. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them regarding the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.
11. EFFECTIVE DATE. This Agreement shall be deemed dated and become effective on the date the last of the Parties execute this Agreement as set forth below.

**IN WITNESS WHEREOF**, the VILLAGE, pursuant to authority granted by the adoption of a Resolution by its President and Board of Trustees, has caused this Agreement to be executed by its President and attested by its Clerk and the SOCIETY, pursuant to the authority duly granted by the adoption of a Motion/Resolution by its Board of Directors, has caused this instrument to be signed by its President and attested by its Secretary.



**VILLAGE OF LOMBARD**

**THE LOMBARD HISTORICAL SOCIETY, INC.**

By: \_\_\_\_\_  
Keith Giagnorio  
Village President

By: George E. Seagraves  
Name: GEORGE E. Seagraves  
President

Dated: \_\_\_\_\_

Dated: 10/13/2021

ATTEST:

ATTEST:

\_\_\_\_\_  
Elizabeth Brezinski  
Village Clerk

Bridgette O'Brien  
Name: BRIDGETTE O'BRIEN  
Secretary

Dated: \_\_\_\_\_

Dated: 10/13/2021

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF DuPAGE         )

**ACKNOWLEDGMENT**

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Keith Giagnorio and Elizabeth Brezinski, personally known to me to be the Village President and Village Clerk of the Village of Lombard, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village President and Village Clerk, respectively, appeared before me this day in person and severally acknowledged that, as such Village President and Village Clerk, they signed and delivered the signed instrument, pursuant to authority given by the Village of Lombard, as their free and voluntary act, and as the free and voluntary act and deed of said Village of Lombard, for the uses and purposes therein set forth, and that said Village Clerk, as custodian of the corporate seal of said Village of Lombard, caused said seal to be affixed to said instrument as said Village Clerk's own free and voluntary act and as the free and voluntary act of said Village of Lombard, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF DuPAGE        )

**ACKNOWLEDGMENT**

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named ED SEARAVES and BRIGETTE O'BRIEN, personally known to me to be the President and Secretary of The Lombard Historical Society, Inc., and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and severally acknowledged that, as such President and Secretary, they signed and delivered the signed instrument, pursuant to authority given by The Lombard Historical Society, Inc., as their free and voluntary act, and as the free and voluntary act and deed of The Lombard Historical Society, Inc., for the uses and purposes therein set forth, and that said Secretary, as custodian of the corporate seal of The Lombard Historical Society, Inc., caused said seal to be affixed to said instrument as said Secretary's own free and voluntary act and as the free and voluntary act of The Lombard Historical Society, Inc., for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 13<sup>th</sup> day of October, 2021.



Karen I Ellis  
Notary Public

My Commission Expires: March 6, 2022

**Exhibit "1"**

**Plans and Specifications  
for the Addition**

(attached)



COPY

**VILLAGE OF LOMBARD**  
**SPECIFICATION & CONTRACT DOCUMENT NUMBER (PW 21-10)**  
**FOR**  
**CARRIAGE HOUSE ADDITION PROJECT**

Bid Opening Date..... : September 24, 2021  
Bid Opening Time..... : 10:00 am  
Bid Opening Location ..... : Lombard Public Works Department  
1051 S. Hammerschmidt Avenue  
Lombard, IL 60148  
Bid Opening Room Number : Conference Room  
Bid Deposit..... : N/A  
Performance Bond..... : 100% of the base bid

Obtain information from and submit bids to:

Carl Goldsmith  
Director of Public Works  
Village of Lombard  
1051 S. Hammerschmidt Avenue  
Lombard, Illinois 60148  
630-620-5740  
goldsmithc@villageoflombard.org

*Note: This cover sheet is an integral part of the contract documents and is, as are all of the following documents, part of any contract executed between the Village of Lombard and any successful bidder. Do not detach any portion of this document. Invalidation may result.*

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August 23, 2021

Dear Sir or Madam:

Your attention is directed to the attached legal advertisement which appeared in the *Thursday, August 26, 2021* edition of the *Lombardian* requesting sealed bid proposals for **Carriage House Addition Project**.

Specific instructions to bidders and specifications are enclosed.

The Village of Lombard reserves the right to reject any or all bids and to waive all technicalities or to accept the proposal deemed most advantageous to the Village of Lombard.

We welcome your bid.

Sincerely,

*Carl Goldsmith*  
Director of Public Works

**VILLAGE OF LOMBARD  
NOTICE TO BIDDERS  
FOR  
Carriage House Addition Project**

The Village of Lombard is now accepting sealed bid proposals for the Carriage House Addition Project.

Bid proposals must be received prior to 10:00 am on September 24, 2021 at the Village Hall, 1051 S. Hammerschmidt Avenue, Lombard, Illinois, 60148, marked "Attention: *Carl Goldsmith*" and at that time publicly opened and read aloud. Each proposal should be placed in a sealed envelope and labeled on the outside of the bid packet:

**“This packet is in response to the Village of Lombard’s request for bids relative to:  
Bid #: PW 21-10  
Bid Description: Carriage House Addition Project”**

This is to assure that the bid is clearly identified as such. In addition, only sealed bids will be accepted.

Bid specifications and specific instructions to bidders may be obtained from the Project Coordinator at the Village of Lombard. **All questions concerning the bid document or specifications must be submitted in writing to the Project Coordinator.** A written response will then be provided to all known bidders and made available to the public. No interpretations, clarifications or addenda will be issued after the fourth day prior to the scheduled bid opening. Please include your email address when picking up a bid packet in the case any addenda is issued. In addition, addenda will be posted on the Village website.

All contractors and subcontractors bidding for work involving fixed works constructed for public use, for public work, or otherwise undertaking public works, must pay prevailing wages as required by the Illinois Prevailing Wage Act (820 ILCS 130).

The Village of Lombard reserves the right to reject any or all bids and to waive all technicalities or to accept the proposal deemed most advantageous to the Village.

Elizabeth Brezinski  
Village Clerk



## GENERAL TERMS, CONDITIONS & INSTRUCTIONS

### PREPARATION OF PROPOSAL

The bidder shall prepare proposal on the attached proposal forms furnished by the Project Coordinator. Do not detach any portion of this document. Invalidation may result.

All blank spaces on the proposal page or pages, applicable to the subject specification, must be correctly completed in ink or type written. All signatures must be completed in ink.

If bidder is a corporation, the President and Secretary shall execute the bid and the corporate seal shall be affixed. In the event this bid is executed by other than the President, attach hereto a certified copy of that section of corporate by-Laws or other authorization by the corporation which permits the person to execute the offer for the corporation.

If bidder is a partnership, all partners shall execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Finance Department shall be submitted.

### SUBMISSION OF PROPOSAL

All bids must be delivered to the office of the Project Coordinator by the specified opening time of the bid. Bids arriving after the specified time will not be accepted. Mailed bids arriving after the specified time will not be accepted regardless of post marked time on the envelope.

All bids should be submitted in a sealed 9" x 12" or 10" x 13" envelope. The outside of the bid packet shall be clearly labeled with:

**“This packet is in response to the Village of Lombard’s request for bids relative to:**

**Bid #:** \_\_\_\_\_  
**Bid Description:** \_\_\_\_\_”

The information needing to be completed by each bidder is as follows: bidder's name, address, bid item name and bid opening location, room number, time, and date.

Any bidder who does not submit a proposal is requested to return bidding documents, stating the reason for failure to submit thereon, and requesting that the bidder's name be retained on our mailing list, if desired. Bidders not submitting proposals may otherwise be removed from our bid mailing list.

### BID DEPOSIT

When required on the cover sheet, all bids shall be accompanied by a bid deposit in the amount specified. Bid deposits shall be in the form of a bid bond, cash, a certified check, or cashier's check drawn on a responsible bank doing business in the United States and shall be made payable to the Village of Lombard. All bids not accompanied by a bid deposit, when required, will be rejected.

The bid deposits of all except the three (3) lowest responsive and responsible bidders on each contract will be returned within fourteen (14) calendar days after the opening of the bid. The bid deposit of the accepted bidder will be returned after acceptance by the Village of satisfactory performance bond where such bond is required, or completion of contract, where no performance bond is required. The remaining bid deposits of each contractor will be returned within fourteen (14) days after the Village Board has awarded the contract.

### **PERFORMANCE BOND**

When required on the cover sheet, contractor must furnish and pay for satisfactory Performance and Labor and Material Payment Bonds in the amount of one hundred percent (100%) of the contract sum. Said Bonds shall be in a form acceptable to the Village, shall be deposited with the Village at the time of execution of the contract and shall provide that they shall not terminate on completion of the work, but shall be reduced to ten percent (10%) of the contract sum upon completion of the work for a period of one (1) year to cover the one (1) year guaranty and maintenance period. Execution of any contract by the Village is contingent upon the provision of the required Bond by the contractor. As evidence of capability to provide such security for performance, each bidder shall submit with the bid proposal either a letter executed by its surety company indicating the bidder's performance bonding capability, or a letter from a bank or savings and loan within the Chicago metropolitan area indicating its willingness and intent to provide a letter of credit for the bidder. Failure to furnish the required bond within the time specified may be cause for rejection of the bid.

### **CONDITIONS**

Bidders are advised to become familiar with all conditions, instructions, and specifications governing this bid and, where applicable, the contractor shall inspect the site and conditions pertinent to the work involved. Failure to make such an inspection shall not excuse the contractor from performance of the duties and obligations imposed under the terms of the contract. Once the award has been made, failure to have read all the conditions, instructions and specifications of this contract shall not be cause to alter the original contract or to request additional compensation.

### **CATALOGS**

Each bidder shall submit when necessary, or when requested by the Project Coordinator, catalogs, descriptive literature and detailed drawings fully detailing features, designs, construction, finishes, operational manuals and the like not covered in the specifications, necessary to fully illustrate and describe the material or work proposed to be furnished. When equipment requires installation, contractor shall submit detailed shop drawings to the Project Coordinator for the Village's approval. Drawings shall show the characteristics of equipment and installation details.

### SAMPLES

Samples, if required, must be furnished free of expense to the Village on or before date specified; if not destroyed in examination, they will be returned to bidder, if requested, at his expense. Each sample must be marked with bidder's name, address, subject of proposal, date, and time of bid opening. **DO NOT ENCLOSE IN OR ATTACH BID TO SAMPLE.**

### INSPECTIONS

The Village shall have the right to inspect any material, component equipment, supplies, services, or completed work specified herein before acceptance. Any of said items not complying with these specifications are subject to rejection at the option of the Village. Any items rejected shall be removed from the premises of the Village and/or replaced at the entire expense of the successful bidder.

### SPECIAL HANDLING

Prior to delivery of any product which is caustic, corrosive, flammable or dangerous to handle, the supplier will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Supplier shall also notify the Village and provide material safety data sheets for all substances used in connection with this Contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act. Failure or delay in providing data sheets may result in disqualification of your offer.

### DELIVERY

All materials shipped to the Village of Lombard must be shipped F.O.B. delivered, designated location, Lombard, Illinois. If delivery is made by truck, arrangements must be made in advance by the contractor in order that the Village may arrange for receipt of the materials. The materials must then be delivered where directed and may be required to be inside delivery. Truck deliveries will be accepted between 8:30 a.m. and 3:30 p.m. on weekdays only. No deliveries will be accepted on Saturdays, Sundays, or holidays.

### DISCOUNTS

Cash discounts will be considered in the evaluation of the bids. Bidders shall indicate terms as 1% - 20 days, net 30 days, 2% - 20 days, net 30 days, or 1% - 30 days, etc. Where cash discounts are offered, the discount date should begin with the invoice date or delivery date to the Village, whichever is later. No discount of less than 1% will be considered or for a period of less than 20 days. If no discount is taken, payment will be made 30 days after receipt and inspections have been completed.

### TRAINING, DEMONSTRATIONS AND SHOP DRAWINGS

Training will be required by the bidders to the Village of Lombard employees if deemed necessary by the Village. Bidders are required, if requested, to present a demonstration of the item being bid if the Village feels it has insufficient knowledge of the item's operation or performance capability. Such demonstrations and training must be at "no charge" to the Village and must be at a site convenient and agreeable to the affected Village personnel.

**PRICES**

Unit prices shall be shown for each unit on which there is a bid and shall include all packaging, crating, freight and shipping charges and cost of unloading supplies at destination unless otherwise stated in the bid proposal.

**COMPLIANCE WITH LAWS**

The bidder shall at all times observe and comply with all laws, ordinances and regulations of the Federal, State, Local and Village governments, which may in any manner affect the preparation of proposals or the performance of the contract.

**TAXES**

The Village is exempt, by law, from paying the following taxes: Federal Excise Tax, Illinois Retailer's Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax on materials and services purchased by the Village of Lombard. A copy of the Village Tax-Exempt letter will be provided to the successful bidder when requested.

**COMPLIANCE WITH OSHA STANDARDS**

Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

**INDEMNIFICATION**

The contractor shall indemnify, defend and save harmless the Village of Lombard, its officers, agents, employees, representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character, including, as allowed by law, liabilities incurred due to joint negligence of the Village and the contractor, brought because of any injuries or damages received or sustained by any person, persons, or property on account of any act or omission, neglect or misconduct of said contractor, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the contract, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the Village of Lombard, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The contractor shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

**PERMITS AND LICENSES**

The successful bidder shall obtain, at its own expense, all permits and licenses which may be required to complete the contract, and/or required by municipal, state, and federal regulations and laws.

### **SUBLETTING OF CONTRACT**

No contract awarded by the Village of Lombard shall be assigned or any part sub-contracted without the written consent of the Project Coordinator. In no case shall such consent relieve the successful bidder from his obligation or change the terms of the contract.

### **GUARANTEES AND WARRANTIES**

All guarantees and warranties from manufacturers shall be furnished by the contractor and shall be delivered to the Project Coordinator before final voucher on the contract is issued. The contractor warrants to the owner that materials and equipment furnished under the contract will be of good quality and new unless otherwise required or permitted by the contract documents and that the work will be free from defects in material and workmanship for one year from the date of issuance of the final payment by owner and any deficiencies shall be corrected by the contractor under this warranty immediately upon notification from the owner.

### **WITHDRAWAL OF PROPOSAL**

Bidders may withdraw or cancel their proposals at any time prior to the advertised bid opening time by signing a request therefore. After the bid opening time, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days. The successful bidder shall not withdraw or cancel its proposal after having been notified by the Project Coordinator that said proposal has been accepted by the Village Board. Failure on the part of the successful bidder to execute a contract within fifteen days of its receipt or to provide an acceptable bond shall be considered just cause to withdraw the award. In such case the bid deposit shall be forfeited as liquidated damages.

### **TERMINATION OF CONTRACT**

The Village reserves the right to terminate the whole or any part of this contract, upon written notice to the contractor, in the event that sufficient funds to complete the contract are not appropriated by the Village of Lombard.

The Village further reserves the right to terminate the whole or any part of this contract, upon ten (10) days' written notice to the successful bidder, in the event of default by the successful bidder. Default is defined as failure of the successful bidder to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default and termination, the Village will procure, upon such terms and in such manner as the Project Coordinator may deem appropriate, supplies or services similar to those so terminated. The successful bidder shall be liable for any excess costs for such similar supplies or service unless acceptable evidence is submitted to the Project Coordinator that failure to perform the contract was due to cause beyond the control and without the fault or negligence of the successful bidder.

### **COMPETENCY OF BIDDER**

Upon request bidder should supply the Village with information pertaining to financial stability, available equipment, prior experience and conflicting working schedules which will be used in determining the responsible bidder.

### **CONSIDERATION OF PROPOSALS**

No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the Village of Lombard upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Village, or that has failed to perform faithfully any previous contract with the Village.

The Village of Lombard shall accept the bid of the lowest responsible bidder on the basis of the bid that is in the best interest of the Village to accept. In awarding the contract, in addition to price, the Village shall consider the following:

- a. The ability, capacity, and skill of the bidder to perform the contract to provide the service required;
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- d. The quality of performance of previous contracts of services;
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. The quality, availability, and adaptability of the supplies or contractual services to the particular use required;
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. The number and scope of conditions attached to the bid;
- j. Whether the bidder has a place of business in the Village;
- k. Responsiveness to the exact requirements of the invitation to bid;
- l. Ability to work cooperatively with the Village and its administration; and
- m. Past records of the bidder's transaction with the Village or with other entities as evidence of the bidder's responsibility, character, integrity, reputation, judgment, experience, efficiency, and cooperativeness.

The Village may reject any and all bids, and may order a re-advertisement for new bids.

The bidder, if requested, must present within three (3) working days, evidence satisfactory to the Project Coordinator of ability and possession of necessary facilities, financial resources, and adequate insurance to comply with the terms of these specifications and contract documents.

The Project Coordinator shall represent and act for the Village in all matters pertaining to this proposal and contract in conjunction therewith. The Village reserves the right to accept or reject any and all proposals or to waive technicalities, or to accept or reject any item of any proposal, and to disregard any informality on the bids and bidding, when in its opinion the best interest of the Village will be served by such actions.

The bids shall be awarded to the lowest responsible bidder who submits the responsive bid that is most advantageous to the public. In determining the responsibility of any bidder, the Village may take into account other factors in addition to financial responsibility such as past records of its or other entities' transactions with the bidder, experience, ability to work cooperatively with the Village and its administration, adequacy of equipment, ability to complete performance within the necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities, and resources. Written notification of award of contract will be mailed to each bidder within ten (10) working days of the President and Board of Trustees' decision.

**PERFORMANCE REFERENCES**

All bidders shall supply three (3) names, addresses, telephone numbers and names of persons to contact as performance references, of current accounts.

Company Name:..... : \_\_\_\_\_  
Address..... : \_\_\_\_\_  
City & State..... : \_\_\_\_\_  
Telephone Number..... : \_\_\_\_\_  
Person to Contact..... : \_\_\_\_\_  
Title/Position..... : \_\_\_\_\_

Company Name:..... : \_\_\_\_\_  
Address..... : \_\_\_\_\_  
City & State..... : \_\_\_\_\_  
Telephone Number..... : \_\_\_\_\_  
Person to Contact..... : \_\_\_\_\_  
Title/Position..... : \_\_\_\_\_

Company Name:..... : \_\_\_\_\_  
Address..... : \_\_\_\_\_  
City & State..... : \_\_\_\_\_  
Telephone Number..... : \_\_\_\_\_  
Person to Contact..... : \_\_\_\_\_  
Title/Position..... : \_\_\_\_\_

**DISQUALIFICATION OF BIDS**

The following will be cause for disqualification of bids:

- a. Prices excessively high and/or exceed monies available for the intended purchases;
- b. Failure to submit bid deposit or surety;
- c. Failure to offer to meet specified delivery or performance schedules;
- d. Failure to price out the bid in conformance to the required format; or qualification of price to protect the bidder from unknown future market conditions;
- e. Rights of the purchasing agency limited under any contract clause;
- f. Bidder currently listed among "debarred" bidders list. "Debarred" bidders list is a list of vendors who have not complied with the rules and regulations of Village contracts. If you have any questions, please contact the Project Coordinator;
- g. Reasonable basis to suspect either conflict of interest or collusion among bidders;
- h. Bidder fails to submit required information, literature, samples, or affidavits with bid;
- i. Late bids;
- j. Failure of any authorized person to sign bid; and
- k. Bidder is prohibited by local, state or federal law from entering into public contracts.



### **CANCELLATION**

The Village reserves the right to cancel the whole or any part of the contract if the contractor fails to perform any of the provisions in the contract or fails to make delivery within the time stated. The contractor will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the Village, fires or floods.

### **DEFAULT**

In case of the default by the contractor, the Village will procure articles or services from other sources and hold the contractor responsible for any excess cost incurred as provided for in Article 2 of the Uniform Commercial Code.

### **INTERPRETATION OF CONTRACT DOCUMENTS**

Any bidder in doubt as to the true meaning of any part of the specifications or other contract documents, may obtain information from the Village regarding clarification of the plans and specifications. Information furnished by the Village shall be made in writing and furnished to all contractors who have requested plans and specifications. The information shall also be placed on file and be made available to the public. Any bidder in doubt of the true meaning of this document must submit to the Project Coordinator a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Such interpretation will be made only by an addendum duly issued by the Project Coordinator. In the event that a written addendum is issued, either as a result of a request for interpretation or the result of a change in the specifications initiated by the Village, notice of such addendum will be emailed to all bidders known to the Village as was provided when picking up the bid packet, and made available to the public through the Village website. The Village will not assume the responsibility for receipt of such addendum. In all cases, it will be the bidder's responsibility to obtain all addenda issued. Bidders will provide written acknowledgment of receipt of each addendum issued with the bid submission. Oral explanations will not be binding. No clarifications, interpretations or addenda shall be issued after the fourth working day prior to bid opening.

The term "Village" whenever used in the specifications shall be construed to mean the Village of Lombard, DuPage County, Illinois.

All specification deviations must be clearly stated on the form provided in the bid package. If the bidder wishes to submit more than one (1) bid, each bid after the first is to be considered an alternate. These bids must be placed in separate envelopes. The envelope and the bid proposal page must be plainly marked "alternate bid."

The Village hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the bidder purposes to furnish which contains major or minor variations from specification requirements, but which may comply substantially therewith.

### COLLUSION

Identical bids may be reported to the Justice Department, in conformance to the President's Executive Order No. 10936, 26 F.R. 3555 (1961), and to local or state investigative bodies. If the Village decides it is in its best interest, the contract will be awarded to the bidders located furthest from the point of delivery when identical bids include delivery cost. Publication of the situation will occur if local suppliers are involved.

### INSURANCE

- (A) During the term of the contract, the contractor shall provide the following types of insurance in not less than the specified amounts:
1. Commercial General Liability - \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate;
  2. Auto Liability - Combined Single Limit Amount of \$1,000,000.00 on any contractor owned, and/or hired, and/or non-owned motor vehicles engaged in operations within the scope of this contract;
  3. Professional Liability - \$2,000,000.00 (Required only where contracts are for professional services);
  4. Workers Compensation - Statutory; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation'); and
  5. Umbrella Coverage - \$2,000,000.00
- (B) The aforementioned insurance requirements shall be fulfilled by the contractor by maintaining insurance policies which name the Village, its officers, agents, employees, representatives and assigns as additional insureds (except on policies for professional liability and workers compensation). Such insurance shall be primary and non-contributory with respect to any insurance or self-insurance programs covering the Village, its officers, agents, employees, representatives and assigns. Contractor will waive subrogation on workers compensation and general liability coverages. The contractor shall furnish to the Village satisfactory proof of coverage by a reliable company or companies, before commencing any work. Such proof shall consist of certificates executed by the respective insurance companies and filed with the Village together with executed copies of an Additional Insured Endorsement (Insurance Form CG2010 - 1985 version). Said certificates shall contain a clause to the effect that, for the duration of the contract, the insurance policy shall be canceled, expired or changed so as to the amount of coverage only after written notification 30 days in advance has been given to the Village.
- (C) The contractor shall require subcontractors, if any, not protected under the contractor's policies, to take out and maintain insurance of the same nature in amounts, and under the same terms, as required of the contractor.

**NON-DISCRIMINATION**

- a. Bidder/Supplier shall, as a party to a public contract
  - 1. Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
  - 2. By submission of this proposal, the bidder/supplier certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375 (42 U.S.C., Section 2000 (e)); Exec. Order No. 11246, 30 F.R. 12319 (1965); Exec. Order No. 11375, 32 F.R. 14303 (1967) which are incorporated herein by reference. The Equal Opportunity Clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.
- b. It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Bidder/supplier shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. S2000 et seq. and The Human Rights Act of the State of Illinois (775 ILCS 5/1 - 101).

**VENUE**

The parties hereto agree that for purposes of any lawsuit(s) between them concerning the contract, its enforcement, or the subject matter thereof, venue shall be in DuPage County, Illinois, and the laws of the State of Illinois shall govern the cause of action.

**PREVAILING WAGES**

The Village of Lombard requires all contractors (and any subcontractors) bidding on Village projects to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq., as applicable to the particular contract. Prevailing wage rate updates can be obtained by calling the Illinois Department of Labor at (312) 793-2914, or writing to the Illinois Department of Labor at: 310 S. Michigan Avenue, 10th Floor, Chicago, Illinois 60604, or calling the Lombard Village Hall at (630) 620-5700.

**Note:** On August 10, 2005, Public Act 94-0515 amended the Prevailing Wage Act by requiring the contractor and each subcontractor participating on public works projects to submit monthly a certified payroll to the public body in charge of the project.

**Illinois Works Jobs Program Act (30 ILCS 559/20-1 et seq.)**

The Village of Lombard requires all contractors (and any subcontractors) bidding on the Carriage House Addition Project to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less.

**SPECIFIC TERMS, CONDITIONS, & INSTRUCTIONS  
FOR  
CARRIAGE HOUSE ADDITION PROJECT**

The Village of Lombard is planning for the **CARRIAGE HOUSE ADDITION PROJECT** to be constructed at 23 W. Maple Street. The project location is the site of the Victorian Cottage and Carriage House.

**SITE HISTORY**

In 1981, the Historical Society obtained an 1887 carriage house from a location on E. Grove Street. The carriage house was built at John and Anna Ireland's farm, most likely with the help of neighbors. By 1896, August and Sophie Kruse had moved into the Ireland house. They passed the property to their son Edward. Edward's grandson remembered only horses living in the carriage house. But his family all had their workshops in it.

Because of the building's age and fragile condition, it had to be stabilized before moving. The route for moving the carriage house was carefully planned. Electrical wires had to be moved and trains notified. It was moved from the back of 25 E. Grove, across to Charlotte, south to St. Charles Road, west to Park and south on Park to the library parking lot. Once the coach house was in place, it was renovated into a museum building.

In 2011, the Lombard Historical Society (LHS) completed Phase I on its 1882 Carriage House expansion which created space for the core exhibit and programming and increased space in the archives and collection area.

Many of the original goals and outcomes were achieved with the 2012 expansion of the Carriage House. Now, almost ten years later, it is apparent that further changes are necessary to address the overall needs of LHS, including safety concerns for staff and volunteers and workflow and visitor experience issues by reducing operations to one building, instead of three.

Main operations for LHS are located on the second floor of the Victorian Cottage; offices were moved to the second floor in 2011-12 when the core exhibit on the history of Lombard was moved into the Carriage House. The FT Executive Director and PT Education and Program Coordinators' offices are located in the Victorian Cottage, while the Archivist works on the second floor of the Carriage House.

In addition, this project would address how we engage visitors, researchers and other members of the public at the Victorian Cottage, Carriage House and gift shop. With our current set up and limited staff, visitors struggle to see where they should begin their visit, where to go for archival appointments, and most are unaware that we have a gift shop. Though there is signage on the property to direct visitors, having multiple locations for operations is confusing and at times has left visitors frustrated. By moving all of these operations into one building, it provides a cohesive experience for visitors, the entire staff is able to monitor who is coming and going from the property, and the gift shop is now integrated into the day to day operations. LHS would also be able to increase its operating hours by having its core and temporary exhibit space open five days a week.

## SCOPE OF WORK

The selected contractor will be required to provide all material and labor to construct the project, as depicted in Exhibit C. The Village has developed plans and specifications for the project, which shall be considered the Base Bid and include all work identified as the scope. The Village has developed two (2) Alternate Bids, as follows:

**Alternate No. 1** – This alternative bid shall include the deletion of the construction of the Gift Shop, as identified in the plans attached as Exhibit C. The Contractor(s) must provide a deduction for the deletion of the work required for the construction of the Gift Shop.

**Alternate No. 2** – This alternate bid shall include the deletion of the casework in the kitchen and work/material in rooms E3 and E11, as identified in the plans attached as Exhibit C. The Contractor(s) must provide a deduction for the deletion of the work required for the construction of the work identified in Alternate No. 2.

The Contractor will be required to retain and be responsible for all construction activities and disciplines such as mechanical, electrical, plumbing, fire protection, landscape architecture, civil engineering, and structural engineering as appropriate for the Scope of Work negotiated. The Contractor is also required to identify and select the appropriate sub-consultants; however, the Village of Lombard reserves the right to approve proposed sub-consultants that will be associated with the Project.

## ANTICIPATED SCHEDULE

Advertise for Bids	September 2, 2021
Bid Opening	September 24, 2021
Award of Contract (VBoT)	October 7, 2021
Issuance of Permits	October 8, 2021
Substantial Completion	June 13, 2022
Final Completion	June 26, 2022
Certificate of Occupancy	June 27, 2022

**VILLAGE OF LOMBARD  
BID PROPOSAL**

Proposal for Contract Document Number PW 21-10. We hereby agree to furnish to the Village of Lombard the **Carriage House Addition Project** in accordance with provisions, instructions, and specifications of the Village of Lombard for the prices as follows:

**NAME OF BIDDER:** \_\_\_\_\_

**TO: CARL GOLDSMITH  
DIRECTOR OF PUBLIC WORKS  
VILLAGE OF LOMBARD PUBLIC WORKS  
1051 S. HAMMERSCHMIDT  
LOMBARD, IL 60148**

We as contractor having familiarized ourselves with local conditions affecting the work and with the proposed Contract Documents on file at the office of the Owner, hereby propose to perform everything required to be performed and to provide all of the labor, materials, necessary equipment and all utilities and transportation and services necessary to perform and complete in a workmanlike manner all work required to complete the proposed work indicated in the bidding documents for the construction of the Garfield Maintenance Facility, all in accordance with Drawings and Specifications prepared by the Flint Architects, LLC issued thereto for the sum of:

**BASE BID - ALL WORK:**

**\$** \_\_\_\_\_

**Total Bid Price in Words:** \_\_\_\_\_

**ALTERNATE NO. 1 - DELETE GIFT SHOP**

**Deduct: \$** \_\_\_\_\_

**Total Bid Price in Words:** \_\_\_\_\_

**ALTERNATE NO. 2 - DELETE CASEWORK IN KITCHEN AND WORK IN ROOMS E3 & E11**

**Deduct: \$** \_\_\_\_\_

**Total Bid Price in Words:** \_\_\_\_\_

*Bidder understands that it is the intent of the owner to award one General Lump Sum Contract for all the work on the above project. Bidder must quote on all items called for in the Bid Proposal including alternates and unit prices.*

**VILLAGE OF LOMBARD  
BID PROPOSAL (CONTINUED)**

Delivery of the item(s) will be within \_\_\_\_\_ day(s) following notification of bid award.

State length and terms of warranty(s): \_\_\_\_\_  
\_\_\_\_\_

Is your bid in compliance with specifications? \_\_\_ Yes \_\_\_ No  
If answer is no, please list deviation(s) on the provided "Specification Deviation" Form.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

If an individual or partnership, all individual names of each partner shall be signed:

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

Print Name .....: \_\_\_\_\_  
Position/Title.....: \_\_\_\_\_

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

Print Name .....: \_\_\_\_\_  
Position/Title.....: \_\_\_\_\_

Company Name.....: \_\_\_\_\_  
Address line 1 .....: \_\_\_\_\_  
Address line 2 .....: \_\_\_\_\_  
Telephone .....: \_\_\_\_\_

**If a corporation, an officer duly authorized should sign and attach corporate seal**

*PLACE CORPORATE SEAL HERE*

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

Print Name .....: \_\_\_\_\_

Position/Title.....: \_\_\_\_\_

Company Name.....: \_\_\_\_\_

Address line 1.....: \_\_\_\_\_

Telephone.....: \_\_\_\_\_

No additional charges over the total net bid price will be made during the specified Bid/Contract period.  
The Village of Lombard is exempt from sales or federal tax; therefore, do not include in bid price. All bid prices shall be shown as F.O.B. destination Lombard, Illinois, unless otherwise stated.

### VILLAGE OF LOMBARD SPECIFICATION DEVIATION

We deviated from the desired specifications of the Village of Lombard in the following areas. As best as can be ascertained, there are no other deviations from those listed below:

(IF ADDITIONAL SPACE IS REQUIRED, PLEASE USE THE BACK OF THIS PAGE)

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\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date



**BIDDERS MUST PROPERLY FILL OUT THE FOLLOWING FORMS:**

1. The Bid Proposal Form must be signed by an authorized agent. The seal, if applicable, must be affixed. The unit price(s), amount(s), delivery date(s), date of signature, warranty(s) and any other relevant information must be stated. The question concerning compliance with specifications must also be answered.
2. The Contractor's Certification Form must be signed by an authorized agent. The date, notary public seal and any other relevant information must also be properly filled out.
3. The Specification Deviation Form must be signed and dated even if no deviations are taken.
4. The Performance Reference Form located in the body of the general terms, conditions and instruction section must also be properly filled out.

**IF THESE FOUR FORMS ARE NOT PROPERLY FILLED OUT, THE BID MAY BE REJECTED.**

The *successful* bidder will be required to agree to and sign the Village of Lombard contract and exhibits A and B (contract execution certification, sexual harassment policy, Illinois Department of Revenue tax compliance certification, and additional insured endorsement) that follow this page. These documents need not be completed at the time the bid is submitted. They are provided at this time for the bidder's information.

## VILLAGE OF LOMBARD

(Sample Contract for Construction Projects)

CONTRACT DOCUMENT NUMBER \_\_\_\_\_

This agreement is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between and shall be binding upon the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (\_\_\_\_\_) hereinafter to as (the "Contractor") and its successors.

Witnessed, that in consideration of the mutual promises of the parties delineated in the contract documents, the Contractor agrees to perform the services and the Village agrees to pay for the following services as set forth in the contract documents:

(The description, quantities and proposal prices are stated here)

1. This contract shall embrace and include all of the applicable contract documents listed below as if attached hereto or repeated herein:
  - a. Specification and contract document no. \_\_\_\_\_ for \_\_\_\_\_, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Invitation to Bid on Contract Document No. \_\_\_\_\_ - Legal Notice
    - iv) General Terms, Conditions and Instructions
    - v) Specific Terms, Conditions and Instructions and Blue Prints
    - vi) Bid Proposal Form
    - vii) Plans and Specifications and Specification Deviation Form
  - b. The Contractor's Bid Proposal Dated \_\_\_\_\_
  - c. Required Performance and Payment Bonds and Certificate of Insurance

2. The Village agrees to pay, and the Contractor agrees to accept as full payment for the items, and installation of the same, which are the subject matter of this contract the total sum of \$ \_\_\_\_ paid in accordance with the provisions of the Local Government Prompt Payment Act.
3. The Contractor represents and warrants that it will comply will all applicable Federal, State and local laws concerning prevailing wage rates and all Federal, State and local laws concerning equal employment opportunities.
4. The Contractor shall commence work under this Contract upon written Notice to Proceed from the Village and shall complete work on this project within \_\_\_\_ calendar days from the date of the Notice to Proceed. Time is of the essence of this Contract and Contractor agrees to achieve completion within the contract time by all proper and appropriate means including working overtime without additional compensation.
5. Bonds required to guarantee performance and payment for labor and material for this work shall be in a form acceptable to the Village and shall provide that they shall not terminate on completion of the work, but shall be reduced to ten percent (10%) of the contract sum upon the date of final payment by the Village for a period of one (1) year to cover a warranty and maintenance period which Contractor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Village.
6. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this contract the Village demands that the Contractor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.
7. In executing this Contract, Contractor agrees that it has examined the site of the work and the conditions existing therein, has examined the Contract Documents and taken and compared field measurements and conditions with those Documents.
8. This Contract represents the entire Agreement between the parties and may not be modified without the written approval of both parties.

IN WITNESS WHEREOF, the Village of Lombard, Illinois by Keith T. Giagnorio, Village President, and the Contractor have hereunto set their hands this \_\_day of \_\_\_\_\_, 20\_\_.

If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign here:

Accepted this \_\_day of \_\_\_\_\_, 20\_\_.

Individual or Partnership \_\_\_\_\_ Corporation \_\_\_\_\_

\_\_\_\_\_  
By Position/Title

\_\_\_\_\_  
By Position/Title

\_\_\_\_\_  
Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this \_\_day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Keith T. Giagnorio  
Village President

Attest:

\_\_\_\_\_  
Elizabeth Brezinski  
Village Clerk

Approved contents of contractual documents:

\_\_\_\_\_  
Thomas P. Bayer Date  
Village Attorney

**EXHIBIT A**  
**VILLAGE OF LOMBARD**  
**CONTRACTOR'S CERTIFICATION**

\_\_\_\_\_, having been first duly sworn, depose and states as follows:  
(Officer or Owner of Company)

I am the \_\_\_\_\_ for \_\_\_\_\_,  
(Title) (Name of Company)  
(the "Contractor"), which has submitted a proposal for \_\_\_\_\_,  
(Name of Village project)

to the Village of Lombard and, having personal knowledge of the matters certified to herein, and being authorized by the Contractor to make the certifications set forth herein, hereby certifies that said Contractor:

1. has a written sexual harassment policy in place, in full compliance with 775 ILCS 5/2-105(A) (4);
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
  - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate revenue Act; or
  - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement;
3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382, and that

\_\_\_\_\_  
(Name of employee/driver or "all employee drivers")

is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules; and

4. is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code of 1961.

By: \_\_\_\_\_  
Authorized Agent of Contractor

Subscribed and sworn to  
before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

## EXHIBIT B

### ADDITIONAL INSURED ENDORSEMENT

Name of Insurer:

Named Insured:

Policy Number:

Policy Period:

Endorsement Effective Date:

This endorsement modifies coverage provided under the following:

Commercial General Liability  
Coverage Part

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy/coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your work".

For purposes of this endorsement, "arising out of your work" shall mean:

1. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
2. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
3. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
4. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.

**EXHIBIT C**  
**CARRIAGE HOUSE ADDITION PLANS**

**VILLAGE OF LOMBARD  
ADDENDUM NO. 1  
TO THE  
CONTRACT DOCUMENTS  
FOR  
PW 21-10  
Carriage House Addition Project**

**DATE:** September 13, 2021

**To:** All Prospective Bidders

All BIDDERS for the above contract shall carefully read the enclosed addendum and consider its impact in the preparation of their bid.

- I. Attached Addendum #1 prepared by Flint Architects dated September 10, 2021
- II. The Bidder shall acknowledge receipt of this Addendum by returning the "Bidder's Acknowledgment of Receipt" form and Addendum No. 1 in their bid.



**VILLAGE OF LOMBARD  
BIDDER'S ACKNOWLEDGMENT OF RECEIPT**

**ADDENDUM NO. 1  
PW 21-10  
Carriage House Addition Project**

BIDDER hereby acknowledges receipt of Addendum No. 1

Company Name..... : \_\_\_\_\_  
By ..... : \_\_\_\_\_  
Print Name ..... : \_\_\_\_\_  
Position/Title..... : \_\_\_\_\_  
Date..... : \_\_\_\_\_

**Note: This Addendum shall be included with and is considered part of the bid documents. Failure to return this form may result in disqualification of the BIDDER.**

**Return a copy of this page to the VILLAGE upon receipt via email at [publicworks@villageoflombard.org](mailto:publicworks@villageoflombard.org). Include this original in your bid.**



September 10, 2021

**ADDENDUM NO. 1  
CARRIAGE HOUSE ADDITION  
LOMBARD HISTORICAL SOCIETY  
PROJECT NO. 20013**

**Carriage House Addition  
23 W. Maple Street  
Lombard, IL 60148**

The Contractor/Bidder shall acknowledge in writing on his bid proposal form the receipt of this Addendum.

This Addendum shall be part of the Specifications and Drawings for this project and shall be part of the actual contract documents to complete the work. When the Architect issues an Addendum, it is the bidder's responsibility to copy and insert it into the bid documents they have obtained from the Architect or Owner.

There are (7 ) items in this Addendum.

**ITEM NO. 1: DRAWINGS, SHEET C3**

Revise note regarding frame outhouse relocation and slab removal. See attached Sheet C3 with revision 1 dated 09/03/21.

**ITEM NO. 2: DRAWINGS, SHEET C4**

Adjust south wall exterior dimension and add wood steps and concrete stop at southeast corner. See attached Sheet C4 with revision 1 dated 09/03/21.

**ITEM NO. 3: DRAWINGS, SHEET C5**

Adjust south wall exterior dimension and add wood steps and concrete stoop at southeast corner. See attached Sheet C5 with revision 1 dated 09/03/21.

**ITEM NO. 4: DRAWINGS, SHEET A1, A2, & A7**

See attached Sheets A1, A2 & A7 with revision 1 dated 09/03/21.

**ITEM NO. 5: DRAWINGS, SHEET M3**

See attached Sheet M3 with revision 1 dated 09/03/21



**ITEM NO. 6: DRAWINGS, SHEET P1**

See attached Sheet P1 with revision 1 dated 09/03/21.

**ITEM NO. 7: DRAWINGS, SHEET E1, E2 & E3**

See attached Sheets E1, E2 & E3 with revision 1 dated 09/03/21.

**END OF ADDENDUM NO. 1**

General Notes



NO.	REVISIONS	DATE	BY	CHKD BY

THE SULLIVAN GROUP ARCHITECTS, INC.  
611 West Wacker Drive, Suite 100  
Chicago, IL 60601

Project Name: Carriage House Addition  
23 W. Maple Street  
Lombard, IL 60149

**SITE DEMOLITION PLAN**  
Date: 09/29/2021  
C3  
AS NOTED

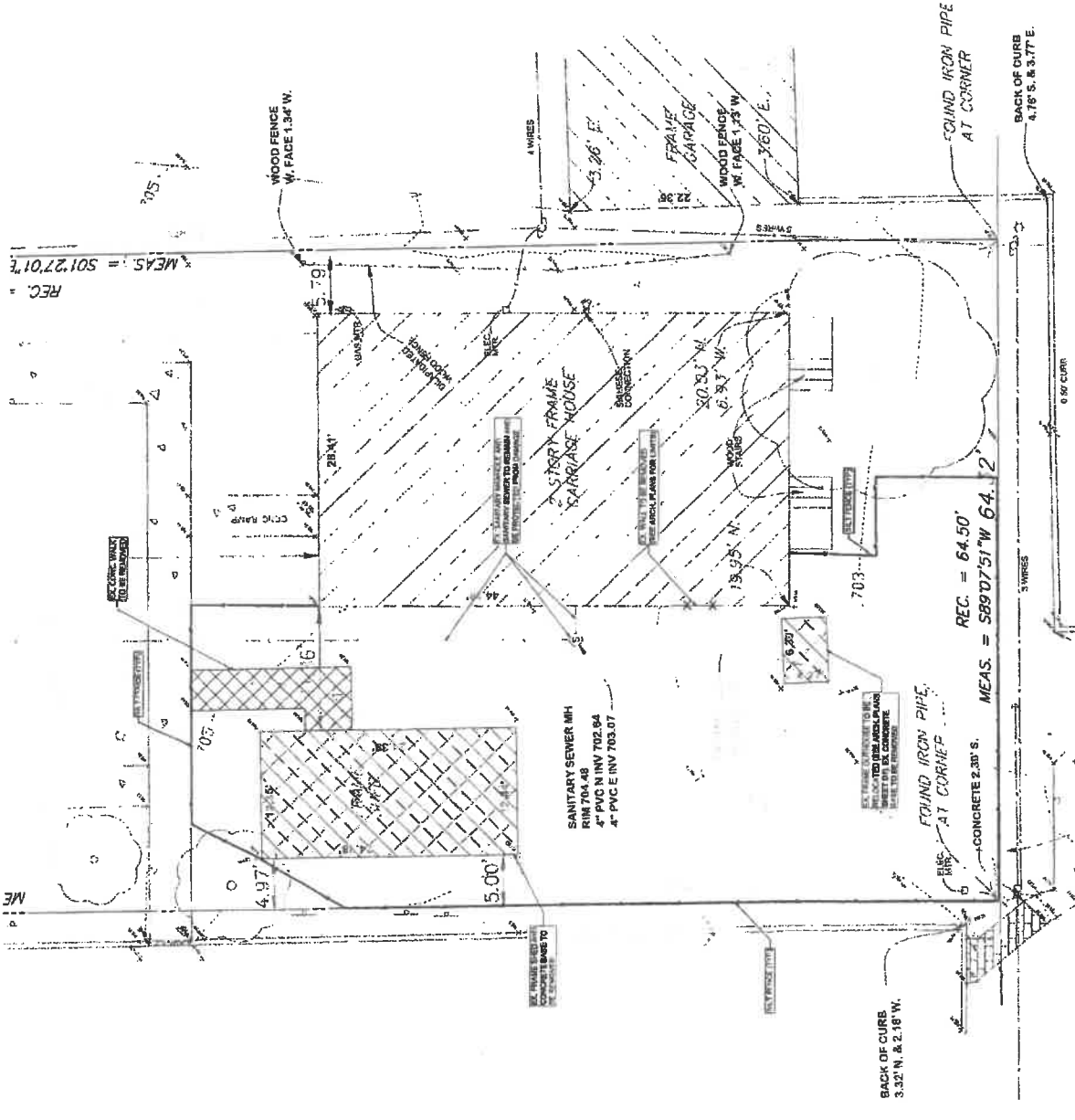
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FLUENT ARCHITECTS LLC

- DEMOLITION NOTES**
- ALL utility companies are to be contacted to verify existing underground utilities and to verify the location and depth of all utility lines.
  - THE OWNER SHALL BE PROVIDED WITH COPIES OF ALL DEMOLITION AND UTILITY INFORMATION TO BE SUBMITTED TO THE COMMISSIONER OF THE STATE.
  - THE EXISTING DEMOLITION WORKS AS SHOWN ON THE DRAWINGS SHALL BE DEMOLISHED NECESSARY TO COMPLETE THE WORK. DEMOLITION INCLUDING, BUT NOT LIMITED TO, EXISTING AND EXPOSED CONCRETE OF THE FOLLOWING ITEMS:
    - CONCRETE FOUNDATIONS
    - CONCRETE SLABS
    - ALL PARTITIONS TO BE REMOVED ADJACENT TO ADJACENT TO BE REMAINED SHALL BE DEMOLISHED UP TO THE EDGE NEXT TO BE REMAINED TO OBTAIN A "BUMP" JOINT WITH THE REMAINED PORTION.
  - REMOVE EXISTING EXTERIOR WALLS AND INTERIOR WALLS TO BE REMAINED SHALL BE DEMOLISHED TO THE TOP OF CEILING. ALL REMOVAL SHALL BE VERIFIED BY THE CONTRACTOR AND THE LOCAL, STATE AND FEDERAL HEALTH DEPARTMENT, ALL REMOVAL SHALL BE VERIFIED BY THE CONTRACTOR AND THE LOCAL, STATE AND FEDERAL HEALTH DEPARTMENT.
  - REMOVING EXISTING EXTERIOR WALLS AND INTERIOR WALLS TO BE REMAINED SHALL BE DEMOLISHED TO THE TOP OF CEILING. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL HEALTH DEPARTMENT. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL HEALTH DEPARTMENT.
  - WHEN THE EXISTING EXTERIOR WALLS AND INTERIOR WALLS TO BE REMAINED SHALL BE DEMOLISHED TO THE TOP OF CEILING. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL HEALTH DEPARTMENT.
  - ALL UTILITIES (GAS, ELECTRIC, WATER, SEWER, RAIN) SHALL BE SHUT OFF AT THE POINT OF ENTRY TO THE DEMOLITION AREA. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL HEALTH DEPARTMENT.
  - ALL EXISTING EXTERIOR WALLS AND INTERIOR WALLS TO BE REMAINED SHALL BE DEMOLISHED TO THE TOP OF CEILING. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL HEALTH DEPARTMENT.
  - ALL EXISTING EXTERIOR WALLS AND INTERIOR WALLS TO BE REMAINED SHALL BE DEMOLISHED TO THE TOP OF CEILING. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL HEALTH DEPARTMENT.

**NOTE**  
THE DEMOLITION AND UTILITY INFORMATION FOR THIS PROJECT IS BASED ON THE INFORMATION PROVIDED BY THE OWNER AND THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES AND FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL HEALTH DEPARTMENT.

**DEMOLITION CONTRACTOR:**  
CivWorks Consulting, LLC  
1444 W. Roosevelt Road, Suite 100  
Lombard, IL 60149  
Phone: 630-963-8283  
Email: info@civworks.com  
Website: www.civworks.com

**CONSULTANTS:**  
THE SULLIVAN GROUP ARCHITECTS, INC.  
611 West Wacker Drive, Suite 100  
Chicago, IL 60601  
Phone: 312-942-7300  
Email: info@sullivan-group.com  
Website: www.sullivan-group.com



REC. = 64.50

MEAS. = 589'07'51"

BACK OF CURB  
3.32' N. & 2.16' W.

BACK OF CURB  
4.16' S. & 3.77' E.

FOUND IRON PIPE  
AT CORNER

REC. = 64.50

MEAS. = 589'07'51"

SANTARIY SEWER MH  
RIM 704.48  
4" PVC N INV 702.84  
4" PVC E INV 703.07

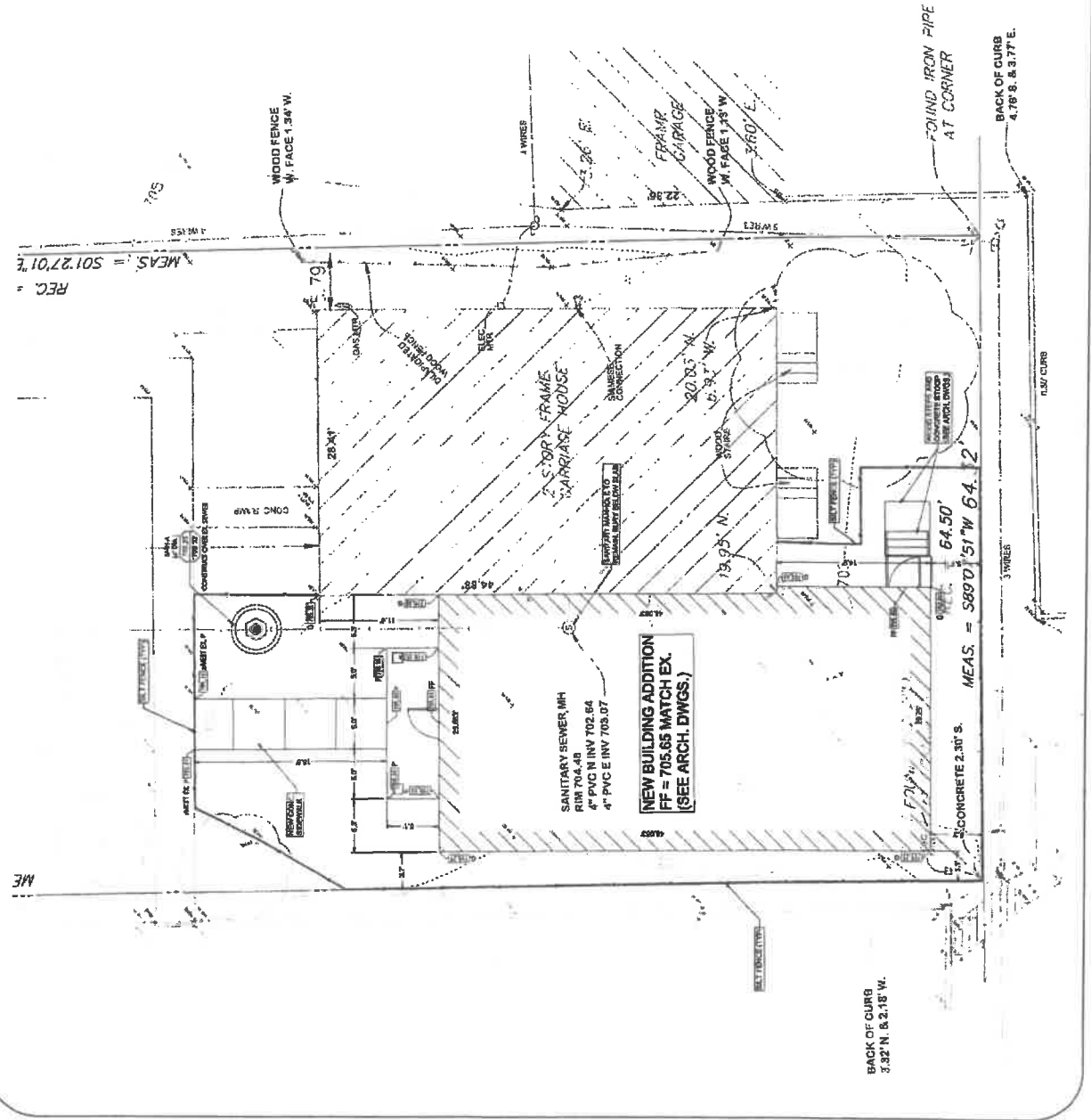
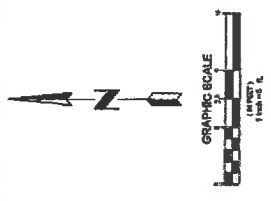
WOOD FENCE  
W. FACE 1.34' W.

WOOD FENCE  
W. FACE 1.72' W.

FOUND IRON PIPE  
AT CORNER

MEAS.

REC. = 501.2701' E  
MEAS. = 501.2701' E



**GRAVING NOTES**

1. ALL DIMENSIONS SHOWN ARE UNLESS OTHERWISE NOTED. SWIRTS TAKE TRUCKS TO TRAVEL DESIGN TO EXISTING EXPOSED DIMENSIONS.
2. REMOVE EXISTING CURB, ASPHALT CROSS ROAD, AND 3' SIDE WALK EXPOSED AREA ON ALL SIDEWALKS. REMOVE EXISTING SIDEWALKS FROM EXISTING TO NEW DIMENSIONS. CONTRACTOR SHALL VERIFY THE CORRECTNESS OF ALL DIMENSIONS AND LOCATIONS. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT AND ENGINEER IMMEDIATELY IN WRITING OF ANY DISCREPANCY.
3. VERIFY EXISTING DIMENSIONS TO CORRECTLY LOCATE AND LOCATIONS. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT AND ENGINEER IMMEDIATELY IN WRITING OF ANY DISCREPANCY.
4. SET DIMENSION PILES FOR MOST INFORMATION ON THE SITE TO OCCUPY.

**NOTE:**  
THE ARCHITECT HAS REVIEWED THE DIMENSIONS FOR THE PROJECT. THE ARCHITECT HAS NOT VERIFIED THE DIMENSIONS FOR THE PROJECT AND THE CONTRACTOR SHALL VERIFY THE DIMENSIONS AND LOCATIONS. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT AND ENGINEER IMMEDIATELY IN WRITING OF ANY DISCREPANCY.

**CONTRACTOR:** *[Signature]*  
**DATE:** 08/20/2021  
**PROJECT:** 23' W. Maple Street, Lombard, IL 60148

**CLIENT:** BASE BID  
**UTILITY PLAN**

**C4**

Page: 20013  
 Date: 08/20/2021  
 AS NOTED

**CW Works Consulting, LLC**

BACK OF CURB  
3.32' N. & 2.18' W.

REVISIONS

NO.	DATE	DESCRIPTION
1	08/20/2021	ISSUED FOR PERMIT

**PROJECT:** 23' W. Maple Street, Lombard, IL 60148  
**CLIENT:** BASE BID  
**UTILITY PLAN**

**CW Works Consulting, LLC**  
 23' W. Maple Street  
 Lombard, IL 60148

Page: 20013  
 Date: 08/20/2021  
 AS NOTED

MEAS. = 501'27"01"E  
REC. =

WOOD FENCE  
W. FACE 1'56" W.

WOOD FENCE/  
FRAME GARAGE  
W. FACE 1'43" W.

FOUND IRON PIPE  
AT CORNER

BACK OF CURB  
4'78" S. & 3'77" E.

NEW BUILDING ADDITION  
FF = 705.65 MATCH EX.  
(SEE ARCH. DWGS.)

MEAS. = 589'05" W 64.12  
C. 64.50'

CONCRETE 2'30" S.  
MEAS. = 589'05" W 64.12  
C. 64.50'

BACK OF CURB  
3.32' N. & 2'18" W.

WOOD FENCE  
W. FACE 1'56" W.

WOOD FENCE/  
FRAME GARAGE  
W. FACE 1'43" W.

FOUND IRON PIPE  
AT CORNER

BACK OF CURB  
4'78" S. & 3'77" E.

NEW BUILDING ADDITION  
FF = 705.65 MATCH EX.  
(SEE ARCH. DWGS.)

MEAS. = 589'05" W 64.12  
C. 64.50'

CONCRETE 2'30" S.  
MEAS. = 589'05" W 64.12  
C. 64.50'

BACK OF CURB  
3.32' N. & 2'18" W.




ADD/DELETE



CHITGATE HOUSE ADDITION  
33 W. 18th Street  
Lombard, IL 60146  
ALTERNATE NO. 1  
SITE DIMENSIONAL GRADING AND  
UTILITY PLAN

Sheet 200713  
Date 05/20/2021  
As NOTED

C5

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Civil Works Inc

**GRAVING NOTES**

1. ALL EXISTING EXCAVATION SHALL BE BACKFILLED WITH BEST AVAILABLE MATERIAL TO MATCH EXISTING GRADE.
2. EXCAVATION SHALL BE BACKFILLED WITH BEST AVAILABLE MATERIAL TO MATCH EXISTING GRADE.
3. ALL EXISTING EXCAVATION SHALL BE BACKFILLED WITH BEST AVAILABLE MATERIAL TO MATCH EXISTING GRADE.
4. SEE EXISTING PLAN FOR MORE INFORMATION ON SITE DRAINAGE.

**NOTE**

THE ENGINEER HAS CONDUCTED VISUAL INSPECTION OF THE PROJECT SITE AND HAS OBSERVED THE EXISTING CONDITIONS AND HAS FOUND THEM TO BE ACCURATE AND CORRECT. THE ENGINEER HAS CONDUCTED VISUAL INSPECTION OF THE PROJECT SITE AND HAS OBSERVED THE EXISTING CONDITIONS AND HAS FOUND THEM TO BE ACCURATE AND CORRECT.



**CIVIL WORKS CONSULTING, INC.**  
ONE WEST WISCONSIN  
SUITE 200  
LOMBARD, IL 60146  
TEL: 630.261.1234  
WWW.CIVILWORKSINC.COM



General Notes

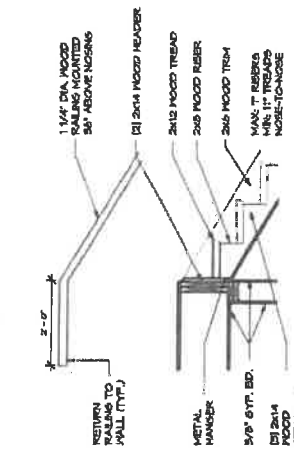
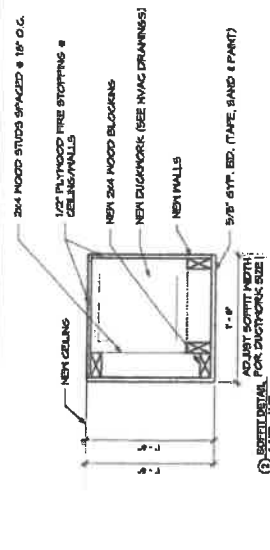
No.	DESCRIPTION	DATE
1	OWNER REVISIONS	
	REVISION/ISSUE	



Carriage House Architecture  
 Lombard Historical Society  
 28 N. Maple Street  
 Lombard, IL 60148

DATE: 20019  
 DATE: 08/20/2021  
 SHEET: AS NOTED  
**A2**

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 PLANT ARCHITECTS, LLC



① STAIR DETAIL  
 3/8" x 1 1/2"  
 NEW 2x4 TREATED WOOD POSTS  
 SPACED AT 8' - 0" O.C.  
 NEW CONT. 2x4 TREATED WOOD TOP RAIL  
 NEW 5/8" HIGH WOOD GUARD RAILING WITH 2  
 2" INTERMEDIATE VERTICAL WOOD  
 BALLARDS SPACED AT 4' O.C. MAX. (PAINT)

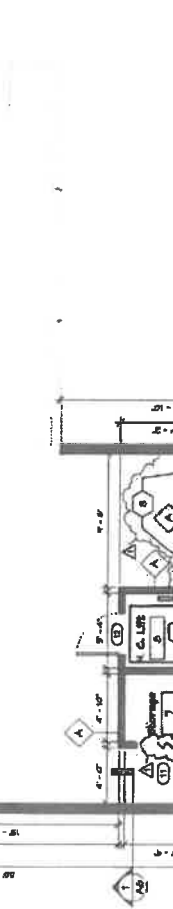
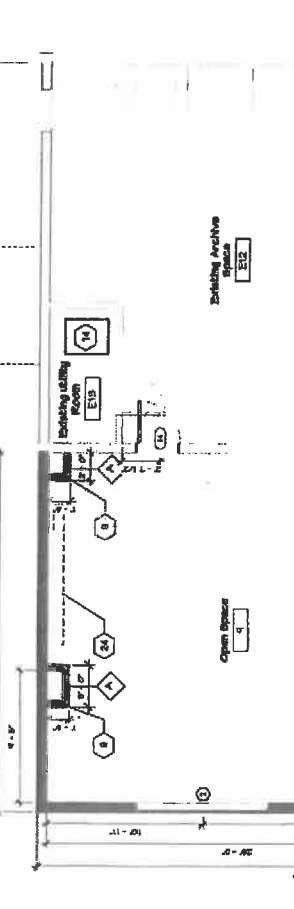
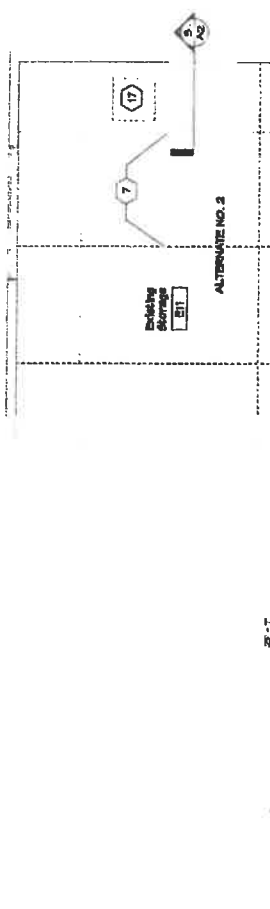
TYPICAL FRAME CONSTRUCTION  
 5/8" TREATED WOOD DECKING  
 2" INTERMEDIATE VERTICAL JOIST  
 SPACED AT 16" O.C.  
 NEW WIRECAGE CLIPS SECURED AT EACH  
 JOIST (TYP.)

NEW CONT. TREATED WOOD 2x4 BOARD  
 NEW 2x8 TREATED WOOD LEDGER BOARD WITH  
 TWO 1/2" DIA. LAG BOLTS 16" HIGHER SPACED  
 @ 16" O.C. WITH CONTINUOUS ALUM. FLASHING.  
 NEW JOIST SIMPSON ANCHOR

NEW 4x4 METAL BRUSHING ANCHOR  
 POST BASE ON CONC. PER  
 SECURED WITH 1/2" DIA. x 6" LONG  
 BOLT. SPEED BOLT INTO CONC.  
 NEW 12" x 4" 42" BELOW GRADE  
 CONC. FOUNDATION (TYP.)

2" COMPACTED GRAVEL BASE  
 NEW PERMEABLE LANDSCAPE FABRIC

② STAIR DETAIL  
 3/8" x 1 1/2"



③ CEILING DETAIL ALTERNATE NO. 2  
 3/8" x 1 1/2"

EXISTING WALL TO REMAIN

EXISTING WALL TO REMAIN

EXISTING WALL TO REMAIN

EXISTING WALL TO REMAIN

EXISTING WALL TO REMAIN

EXISTING WALL TO REMAIN

EXISTING WALL TO REMAIN



### DOOR & FRAME SCHEDULE

DOOR			FRAME			GLASS			Notes
No.	Size (H x W)	Finish	Type	Material	Finish	Material	Finish	Label	
1	36" x 80"	0-2	H-2	0-2	F-2	0-2	MD	1	
2	36" x 80"	0-2	H-2	0-2	F-2	0-2	MD	2	
3	36" x 80"	0-2	H-2	0-2	F-2	0-2	MD	2	
4	36" x 80"	0-2	H-2	0-2	F-2	0-2	MD	2	
5	36" x 80"	0-2	H-2	0-2	F-2	0-2	MD	2	
6	36" x 80"	0-2	H-2	0-2	F-2	0-2	MD	2	
7	36" x 80"	0-2	H-2	0-2	F-2	0-2	MD	2	
8	36" x 80"	0-2	H-2	0-2	F-2	0-2	MD	2	
9	36" x 80"	0-2	H-2	0-2	F-2	0-2	MD	1	
10	36" x 80"	0-2	H-2	0-2	F-2	0-2	MD		
11	36" x 80"	0-2	H-2	0-2	F-2	0-2	MD		
12	36" x 80"	0-2	H-2	0-2	F-2	0-2	MD		
13	36" x 80"	0-2	H-2	0-2	F-2	0-2	MD	1, 9	
14	36" x 80"	0-2	H-2	0-2	F-2	0-2	MD		

#### DOOR & FRAME NOTES

- INSULATED U-VALUE 0.30
- UNDERCUT DOOR 1"
- AUTOMATIC NO 2

#### ROOM FINISH LEGEND

WALLS	EXISTING TO REMAIN
FLOORING	PATCH EXISTING FLOORING
BASE	4" HIGH PAINTED WOOD BASE
CEILING	PATCH EXISTING BASE
DOORS	EXISTING TO REMAIN
WINDOWS	PATCH EXISTING SILL
MEALS	CEILING UNLINED
TOILET	PATCH EXISTING WALL
STORAGE	EXISTING TO REMAIN
LAB	PAINT - GLOSSY FINISH
STORAGE	PAINT - SMOOTH FINISH
LAB	CEILING
TOILET	PATCH EXISTING CEILING
STORAGE	EXISTING TO REMAIN
LAB	PAINT - GLOSSY FINISH
STORAGE	PAINT - SMOOTH FINISH

#### HARDWARE SCHEDULE

H-1	15 PAIR INSE. BALL BEARINGS
H-2	1 DEAD BOLT LOCK W/ TRIM TURN
H-3	15 PAIR INSE. BALL BEARINGS
H-4	1 EACH GLASS DOOR LOCK
H-5	1 EACH DOOR FRAME SILENCER
H-6	1 EACH DOOR STOP
H-7	1 EACH SLIDING DOOR HANDLE
H-8	1 EACH MANUFACTURE DOOR HARDWARE
H-9	1 EACH ACCORDIAN DOOR HARDWARE
H-10	15 PAIR INSE. BALL BEARINGS
H-11	1 DEAD BOLT LOCK W/ TRIM TURN
H-12	15 PAIR INSE. BALL BEARINGS
H-13	1 EACH DOOR FRAME SILENCER
H-14	1 EACH DOOR STOP
H-15	1 EACH SLIDING DOOR HANDLE
H-16	1 EACH MANUFACTURE DOOR HARDWARE
H-17	1 EACH ACCORDIAN DOOR HARDWARE

NOTES:

- PATCH EXISTING HARDWARE TYPE & FINISH
- HANDRAIL FOR OPERATING PRESSURES: INTERIOR: 0.8" EXTERIOR: 5.0"
- PAINT HARDWARE SHALL BE VENTURIN

#### ROOM FINISH SCHEDULE

No.	Name	Area	Material	Finish	Quantity	Unit	Notes
1	CEILING	EXISTING TO REMAIN	EXISTING TO REMAIN	EXISTING TO REMAIN			
2	FLOORING	PATCH EXISTING FLOORING	PATCH EXISTING FLOORING	PATCH EXISTING FLOORING			
3	BASE	4" HIGH PAINTED WOOD BASE	4" HIGH PAINTED WOOD BASE	4" HIGH PAINTED WOOD BASE			
4	CEILING	PATCH EXISTING CEILING	PATCH EXISTING CEILING	PATCH EXISTING CEILING			
5	DOORS	EXISTING TO REMAIN	EXISTING TO REMAIN	EXISTING TO REMAIN			
6	WINDOWS	PATCH EXISTING SILL	PATCH EXISTING SILL	PATCH EXISTING SILL			
7	MEALS	CEILING UNLINED	CEILING UNLINED	CEILING UNLINED			
8	TOILET	PATCH EXISTING WALL	PATCH EXISTING WALL	PATCH EXISTING WALL			
9	STORAGE	EXISTING TO REMAIN	EXISTING TO REMAIN	EXISTING TO REMAIN			
10	LAB	CEILING	CEILING	CEILING			
11	TOILET	PATCH EXISTING CEILING	PATCH EXISTING CEILING	PATCH EXISTING CEILING			
12	STORAGE	EXISTING TO REMAIN	EXISTING TO REMAIN	EXISTING TO REMAIN			
13	LAB	PAINT - GLOSSY FINISH	PAINT - GLOSSY FINISH	PAINT - GLOSSY FINISH			
14	STORAGE	PAINT - SMOOTH FINISH	PAINT - SMOOTH FINISH	PAINT - SMOOTH FINISH			

#### PAINTING NOTES

- INSTALL SEALANT AT ALL LOCATIONS WHERE MULLION/METAL FRAMES MEET STEEL MASONRY.
- PAINT ALL NEAR WOOD FRAMES AND DOORS, GLAZING STOPS, NAILS, ETC. FOR A COMPLETE FINISHED INSTALLATION.
- NEVER APPLY PAINT TO SURFACES WHICH HAVE MOISTURE, DIRT, OIL, GREASE, POLYURETHANE, PRESERVATIVE AND WAXES OR OTHER CONTAMINANTS.
- APPLY 1 COAT PRIMER AND 2 FINISH COATS.

#### HARDWARE NOTES

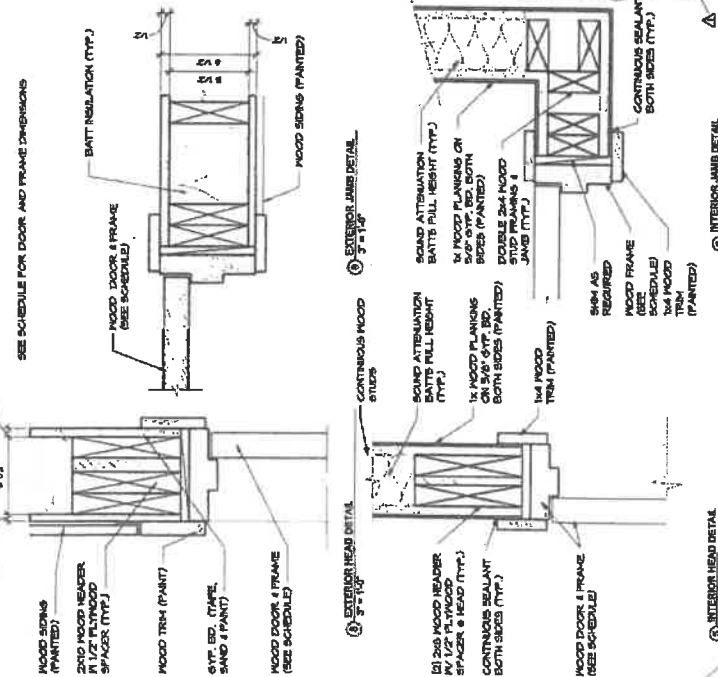
- ALL DOOR HANDLES, PULLS, LATCHES, LOCKS, PANE HARDWARE & ALL OTHER OPERATING DEVICES SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
- THE BOTTOM 1/2" ON THE PUSH SIDE OF ANY DOORS LOCATED ALONG AN ACCESSIBLE ROUTE MUST BE SMOOTH.
- ALL DOOR GLAZING SHALL BE SAFETY GLAZED IN ACCORDANCE WITH 2018 IBC.

#### WINDOW SCHEDULE

No.	Type	Area	Material	Finish	Quantity	Unit	Notes
1	2 1/2" Fixed	2' 0" x 2' 0" x 1/2"	WOOD	WOOD			
2	5" Fixed	2' 0" x 2' 0" x 1/2"	WOOD	WOOD			
3	5" Fixed	2' 0" x 2' 0" x 1/2"	WOOD	WOOD			

#### WINDOW NOTES

- WINDOWS SHALL MEET U-VALUE 0.30
- GLASS SHALL BE LOW E COATED CLEAR TEMPERED 60-66
- ALL WINDOWS ARE FIXED
- MANUFACTURER SHALL BE PELLA OR APPROVED EQUAL



Overall Notes

1 OTHER REVISIONS OVERLAYS

No. Revision Date

DATE

**A7**

PROJECT: 20018  
 DATE: 09/20/2021  
 DRAWN BY: AS NOTED

COMPANY: 2021  
 PLYM ARCHITECTS LLC



**Plym Architects LLC**  
 2021  
 1000 N. WILSON ST. SUITE 100  
 COLUMBIA, SC 29204  
 TEL: 803-733-8888 | FAX: 803-733-8889 | WWW.PLYMARCHITECTS.COM

Garrett Housheer Addition  
 Landered Historical Society  
 1000 N. Wilson St.  
 Columbia, SC 29204

NO 2021 20018

**DRAWING NOTES**

- 1. EXISTING HVAC EQUIPMENT TO REMAIN.
- 2. EXISTING GAS PIPING TO REMAIN. VERIFY GAS PIPING IS ACCORDING TO LOCAL CODES AND ANY APPLICABLE ORDINANCES. PROVIDE GAS PIPING WITH GAS STOPPING.
- 3. DUCT OF SIZE INDICATED AT THIS FLOOR.
- 4. APPROXIMATE FRAMES, INSULATED, AIR-SEALED, AND INSTALLED IN STRICT ACCORDANCE WITH EQUIPMENT MANUFACTURER'S INSTRUCTIONS.
- 5. FRAMES OF SIZE INDICATED AT THIS FLOOR.
- 6. VERIFY COORDINATE WITH MECHANICAL CONTRACTOR.
- 7. DUCT OF SIZE INDICATED TO BE LOCATED IN SPACE.
- 8. EXISTING FRAMES ARE TO REMAIN.

**DRAWING NOTES**

- 9. MAKE NEW CONNECTION TO EXISTING PIPING AT THIS LOCATION.
- 10. SUPPORT FRAMES TO BE LOCATED ALONG EXISTING WALL.
- 11. FRAMES TO BE SUPPORTED BY FLOOR WALL.
- 12. VERIFY COORDINATE WITH MECHANICAL CONTRACTOR.
- 13. VERIFY COORDINATE WITH MECHANICAL CONTRACTOR.
- 14. NEW GAS PIPING WITH MINIMUM 8" RIGID IS TO BE CONNECTED TO EXISTING GAS PIPING. PROVIDE GAS STOPPING AND COORDINATE WITH MECHANICAL CONTRACTOR.
- 15. VERIFY COORDINATE WITH MECHANICAL CONTRACTOR.
- 16. VERIFY COORDINATE WITH MECHANICAL CONTRACTOR.
- 17. VERIFY COORDINATE WITH MECHANICAL CONTRACTOR.
- 18. VERIFY COORDINATE WITH MECHANICAL CONTRACTOR.
- 19. VERIFY COORDINATE WITH MECHANICAL CONTRACTOR.
- 20. VERIFY COORDINATE WITH MECHANICAL CONTRACTOR.

Overall Notes

NO.	OWNER REVISIONS	REVISIONS	DATE
1	REVISIONS		

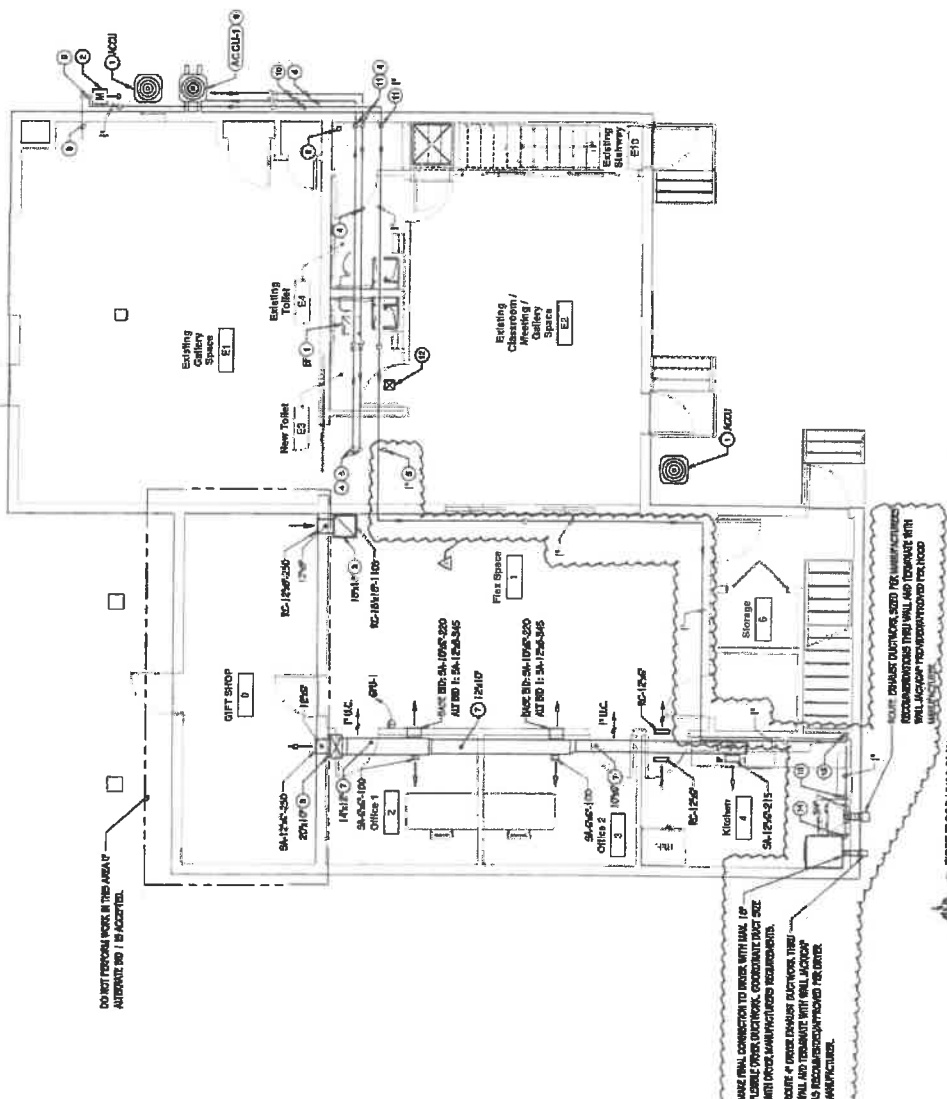


FLINT ARCHITECTS  
1012 South Main Street, Suite 100  
Lumberton, NC 28946  
919.755.5555 | 1.800.749.3431 | www.flintarchitects.com

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Project: 201313  
Date: 08/20/2013  
AS NOTED

**M3**

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FLINT ARCHITECTS LLC



MAKE WALL CONNECTION TO EXISTING WITH 1/2" OF FLEXIBLE POWER DUCTWORK. COORDINATE DUCT SIZE WITH OTHER MANUFACTURER REQUIREMENTS. DUCTS TO BE INSTALLED WITH WALL JACKING AS RECOMMENDED BY DUCT MANUFACTURER.

VERIFY DUCTWORK SIZES FOR MANUFACTURER REQUIREMENTS THIS WALL AND TYPICAL WITH WALL JACKING AS RECOMMENDED BY DUCT MANUFACTURER.

DO NOT PERFORM WORK IN THIS AREA UNLESS APPROVED BY THE ARCHITECT.

1 FIRST FLOOR HVAC PLAN  
1/4" = 1'-0"

General Notes

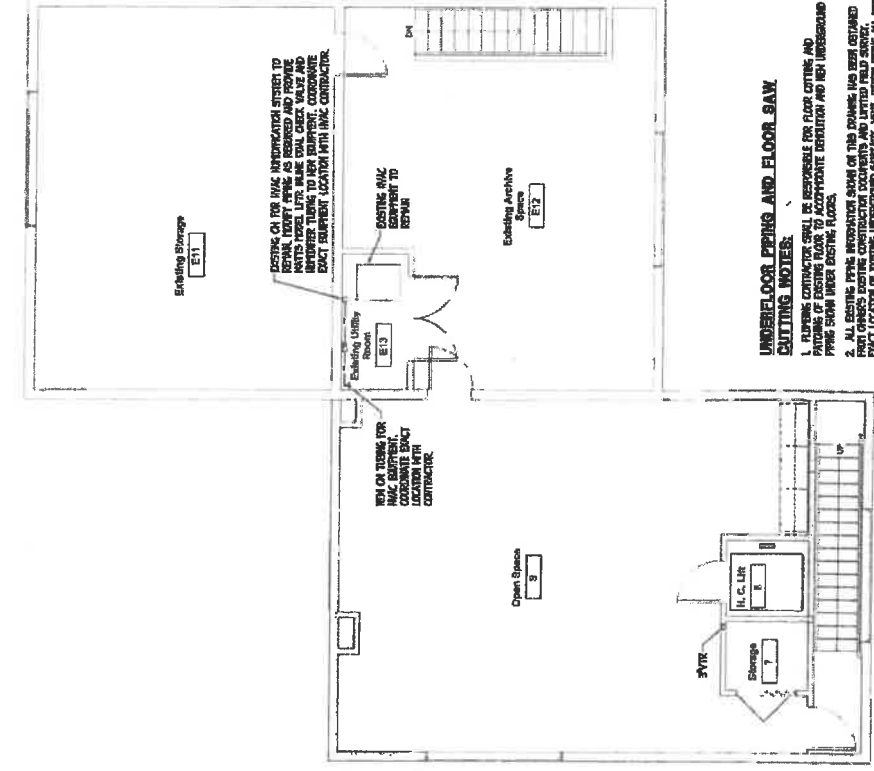
1	CONTRACTORS	DATE
	Revised/Notes	Day



Carriage House Addition  
 Lombard Historical Society  
 23 W. Maple Street  
 Lombard, IL 60148

NO	2013	REV
NO	02/20/2013	DATE
NO	AS NOTED	DESCRIPTION

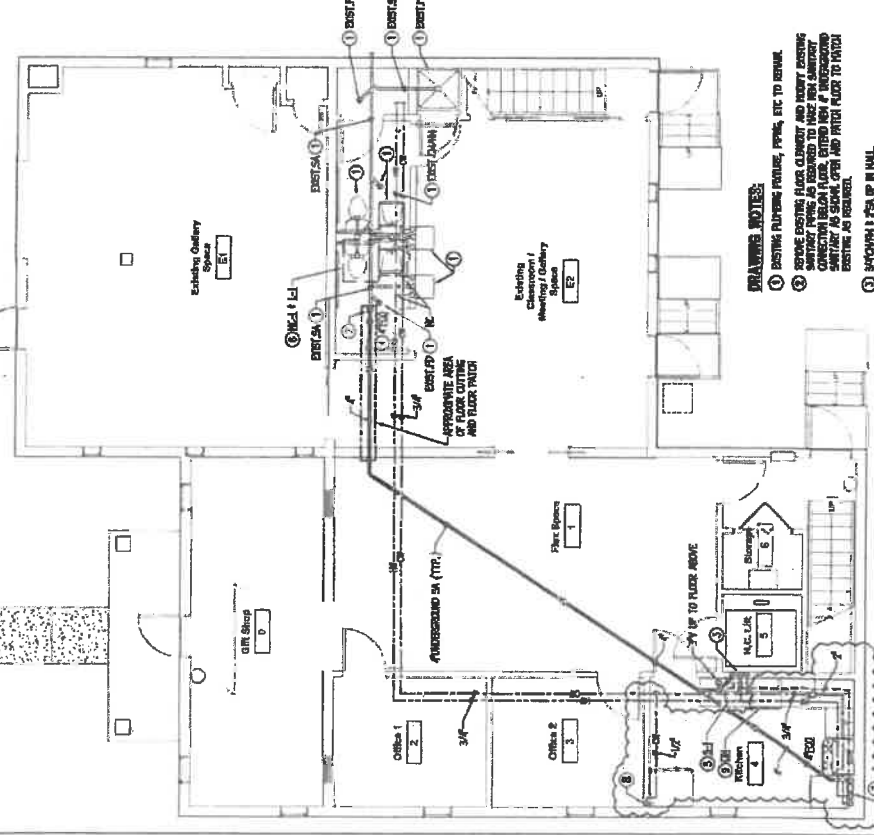
PROJECT: P1  
 ARCHITECT: PLUM ARCHITECTS LLC



**UNDERFLOOR PIPING AND FLOOR SAW CUTTING NOTES:**

1. PIPING CONTRACTOR SHALL BE RESPONSIBLE FOR FLOOR CUTTING AND PATCHING OF EXISTING FLOOR TO APPROPRIATE DETAIL AND NEW UNDERGROUND PIPING SHALL BE UNDER EXISTING FLOOR.
2. ALL EXISTING PIPING INFORMATION SHOWN ON THIS DRAWING HAS BEEN OBTAINED FROM THE EXISTING CONSTRUCTION DOCUMENTS AND LIMITED FIELD SURVEY. EXISTING PIPING IS SHOWN AS APPROXIMATE. CONTRACTOR SHALL VERIFY EXISTING PIPING LOCATION, DEPTH, SIZE, AND MATERIAL BEFORE STARTING INSTALLATION. FOR UNDERGROUND PIPING, CONTRACTOR SHALL FIELD VERIFY EXISTING PIPE LOCATION, CONNECTION LOCATION, SIZE, DIRECTION OF FLOW, AND DEPTH VIA PIPE LOCATOR/TELESCOPIC DETECTOR FROM TOP OF CUTTING OF FLOOR OR EXISTING WORK.
3. WHEN SAW CUTTING THE FLOOR, CONTRACTOR SHALL USE CAREFUL TO PREVENT DAMAGE TO EXISTING PIPING AND ELECTRICAL SYSTEMS. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING PIPING AND ELECTRICAL SYSTEMS. CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR ANY DAMAGE TO THE EXISTING UNDERGROUND UTILITIES OCCURRED DURING CONSTRUCTION AND TO COST TO THE OWNER.

PROVIDE SEPARATE BOX WITH 600 PSI FIBER GLASS FIBER REINFORCED CONCRETE TO PROTECT EXISTING PIPING AND ELECTRICAL SYSTEMS AT SEE DOWN FOR DIMENSIONAL CONNECTION.



**DRAINAGE NOTES:**

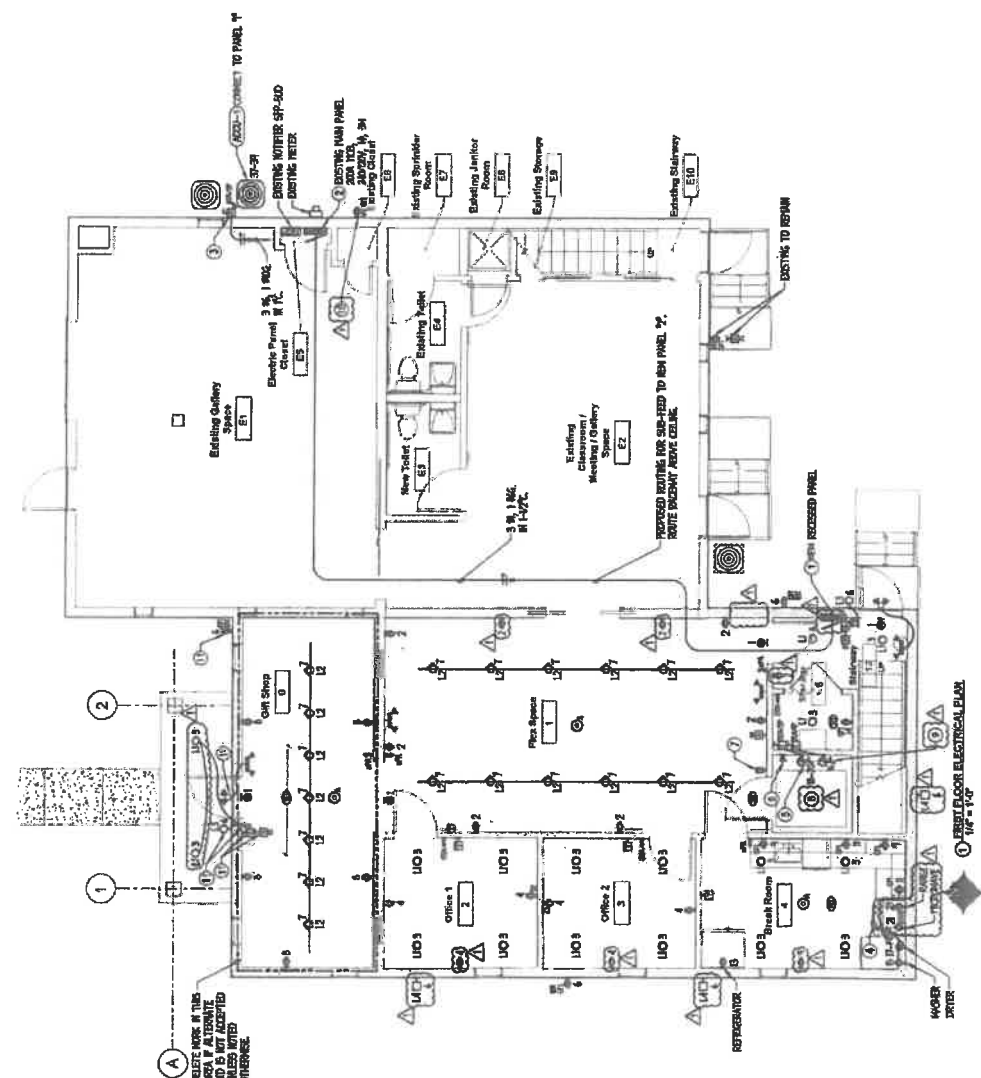
1. EXISTING FLOOR FINISH, FLOOR, ETC. TO REMAIN.
2. REMOVE EXISTING FLOOR FINISH AND EXISTING EXISTING CONNECTIONS FROM FLOOR, EXISTING NEW UNDERGROUND EXISTING AS SHOWN ON THIS DRAWING AND PATCH FLOOR TO MATCH EXISTING AS REQUIRED.
3. SLOPE NEW 1/2\"/>

REMOVE EXISTING FLOOR FINISH AND EXISTING EXISTING CONNECTIONS FROM FLOOR, EXISTING NEW UNDERGROUND EXISTING AS SHOWN ON THIS DRAWING AND PATCH FLOOR TO MATCH EXISTING AS REQUIRED.

**COORDINATION WITH OTHER TRADES:**  
 COORDINATE ALL NEW CABLES, REROUTING, ETC. TO NEW PANEL 22 UNLESS NOTED OTHERWISE.

**RECORD DOCUMENTATION:**  
 COORDINATE RECEPTACLE LOCATIONS AND REROUTING WITH OTHER TRADES LOCATED PRIOR TO INSTALLATION.

- DRAWING NOTES: (TYPICAL FOR THIS DRAWING ONLY.)**
- 1 PROVIDE NEW RISE VSD IN CORNER LOAD CENTER, 200-POLE FROM EXISTING PANEL.
  - 2 PROVIDE NEW 100-POLE CORNER BREAKER IN EXISTING PANEL, TO SERVE NEW LOAD CENTER.
  - 3 PROVIDE NEW 100-POLE CORNER BREAKER IN EXISTING PANEL, TO SERVE NEW LOAD CENTER. COORDINATE EXACT LOCATION OF MECHANICAL EQUIPMENT WITH OTHERS TO MAINTAIN 3-FOOT MINIMUM SPACE IN FRONT OF ELECTRICAL EQUIPMENT.
  - 4 PROVIDE NEW 100-POLE CORNER BREAKER IN EXISTING PANEL, TO SERVE NEW LOAD CENTER. COORDINATE EXACT LOCATION OF MECHANICAL EQUIPMENT WITH OTHERS TO MAINTAIN 3-FOOT MINIMUM SPACE IN FRONT OF ELECTRICAL EQUIPMENT.
  - 5 PROVIDE NEW 100-POLE CORNER BREAKER IN EXISTING PANEL, TO SERVE NEW LOAD CENTER. COORDINATE EXACT LOCATION OF MECHANICAL EQUIPMENT WITH OTHERS TO MAINTAIN 3-FOOT MINIMUM SPACE IN FRONT OF ELECTRICAL EQUIPMENT.
  - 6 PROVIDE NEW 100-POLE CORNER BREAKER IN EXISTING PANEL, TO SERVE NEW LOAD CENTER. COORDINATE EXACT LOCATION OF MECHANICAL EQUIPMENT WITH OTHERS TO MAINTAIN 3-FOOT MINIMUM SPACE IN FRONT OF ELECTRICAL EQUIPMENT.
  - 7 PROVIDE NEW 100-POLE CORNER BREAKER IN EXISTING PANEL, TO SERVE NEW LOAD CENTER. COORDINATE EXACT LOCATION OF MECHANICAL EQUIPMENT WITH OTHERS TO MAINTAIN 3-FOOT MINIMUM SPACE IN FRONT OF ELECTRICAL EQUIPMENT.
  - 8 PROVIDE NEW 100-POLE CORNER BREAKER IN EXISTING PANEL, TO SERVE NEW LOAD CENTER. COORDINATE EXACT LOCATION OF MECHANICAL EQUIPMENT WITH OTHERS TO MAINTAIN 3-FOOT MINIMUM SPACE IN FRONT OF ELECTRICAL EQUIPMENT.
  - 9 PROVIDE NEW 100-POLE CORNER BREAKER IN EXISTING PANEL, TO SERVE NEW LOAD CENTER. COORDINATE EXACT LOCATION OF MECHANICAL EQUIPMENT WITH OTHERS TO MAINTAIN 3-FOOT MINIMUM SPACE IN FRONT OF ELECTRICAL EQUIPMENT.
  - 10 PROVIDE NEW 100-POLE CORNER BREAKER IN EXISTING PANEL, TO SERVE NEW LOAD CENTER. COORDINATE EXACT LOCATION OF MECHANICAL EQUIPMENT WITH OTHERS TO MAINTAIN 3-FOOT MINIMUM SPACE IN FRONT OF ELECTRICAL EQUIPMENT.
  - 11 LOCATE DEVICE ON CORRESPONDING FLOOR SPACE SHALL BE NOT ACCEPTED.



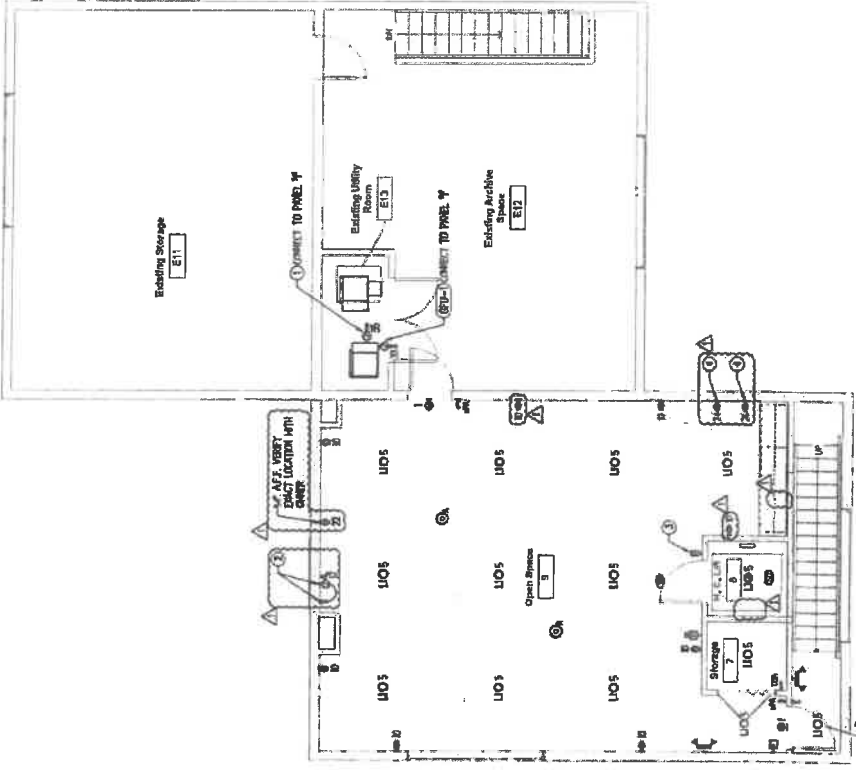
No.	Revised/Added	Date
1	Overhead Electricals	02/07/2021



**CUPP/FREIGHT 2021  
 PLANT ARCHITECTS LLC**  
 215 North LaSalle Street  
 Lombard, IL 60148

**E1**  
 20213  
 02/07/2021  
 AS NOTED

**CONNECTIONS NOTE**  
 CORRECT ALL NEW POWER, EQUIPMENT,  
 ETC. TO NEW PANEL Y UNLESS NOTED  
 OTHERWISE.



CONTROLLED BY SWITCH AT  
 FIRST FLOOR STAIR LANDING

① SECOND FLOOR ELECTRICAL PLAN  
 1/8" = 1'-0"

- DRAWING NOTES: (TYPICAL FOR THIS DRAWING SET.)**
- ① PROVIDE NEW CONNECTION FOR POWERED HANDOVER. COORDINATE WORK WITH MECHANICAL CONTRACTOR.
  - ② PROVIDE NEW CONNECTION CONTROLLED WITH HALL SWITCH FOR CONCEALED REAR PANEL SCREENS. VERIFY EXACT LOCATION WITH OWNER.
  - ③ PROVIDE NEW ONE-WAY SWITCH JUNCTION BOX WITH 24 HOUR CONTROL TO VERTICAL LIFT CONTROL FOR THE HANDING OF CALL. COORDINATE EXACT POSITIONS WITH OWNER.
  - ④ DISCONNECT OWNER. VERIFY EXACT LOCATION WITH OWNER.

<p style="font-size: 8px;">Contract Name</p>	<table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td></td> <td>CONTRACT REVISIONS</td> </tr> </table>	NO.	DATE	DESCRIPTION	1		CONTRACT REVISIONS	<table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table>	NO.	DATE	DESCRIPTION				 <p style="font-size: 8px;">The Carriage House Addition          Lombard Historical Society          23 W. Maple Street          Lombard, IL 60148</p>
NO.	DATE	DESCRIPTION													
1		CONTRACT REVISIONS													
NO.	DATE	DESCRIPTION													
Project Name: Carriage House Addition Date: 6/20/2021 AS NOTED		E2													

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 FUJIT ARCHITECTS LLC



**Exhibit "2"**

**Cost Estimate  
for the Addition**

(attached)

Public Museum Name: Lombard Historical Society

Project Title: Carriage House Expansion-Core Operations

Name of entity whose written procurement guidelines will be followed: Village of Lombard

Check to ensure entity holding title is a unit of local government:

**ESTIMATED PROJECT DEVELOPMENT COSTS**

- Clearly identify project costs to be expended with grant funds as well as matching funds (if applicable).
- Do not submit a lump sum budget.
- Costs should be broken down by major project components and budget categories.
- Contingency costs cannot be submitted as separate costs.
- Limit to number of lines needed to give a concise overview of the project costs.

Project Components (Itemized)	Cost Estimate Incurred by Public Museum Grant Funds	Cost Estimate Incurred by Grantee/Fiscal Agent (Match)	Construction Method **
Construction of Addition	612,000		
Sanitary Manhole Relocation	7,000		
Existing Ceiling Spray-on Insulation	25,000		
Rekeying Existing Doors	7,000		
Exterior Security Lighting	10,000		
ADA Garaventa Lift	50,000		
A/E Fee	35,000		
CPA Audit	4,000		
(Round to the nearest \$100)	<b>TOTAL \$750,000</b>	\$	

\*\* Construction Method Key: C - Contract; SS - Sole Supplier

(Note: The value of donated materials and donated (volunteer) labor are not eligible for reimbursement but can be used to reduce overall costs. Force account labor is not an eligible capital expenditure.)

Total Estimated Project Costs: \$750,000

if applicable, identify architectural/engineering firm or firms to be used in completing project: Flint Architects



**Exhibit "3"**

**Grant Agreement Between  
the State of Illinois, Department of Natural Resources,  
and Lombard Historical Society**

(attached)

**GRANT AGREEMENT**



**COPY**

**BETWEEN**  
**THE STATE OF ILLINOIS, DEPARTMENT OF NATURAL RESOURCES**  
**AND**  
**Lombard Historical Society**

The Illinois Department of Natural Resources (Grantor), with its principal office at One Natural Resources Way, Springfield, IL 62702-1271  
and Lombard Historical Society (Grantee), with its principal office at 23 W. Maple St. Lombard, IL. 60148  
and payment address (if different than principal office) at \_\_\_\_\_  
hereby enter into this Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

**PART ONE – THE UNIFORM TERMS**

**RECITALS**

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

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

**ARTICLE I**

**AWARD AND GRANTEE SPECIFIC INFORMATION AND CERTIFICATION**

1.1 DUNS Number: SAM Registration: Nature of Entity. Under penalties of perjury, Grantee certifies that 053491122 is Grantee's correct DUNS number, that \_\_\_\_\_ is Grantee's correct UEI, if applicable, that 23-7114585 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

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

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

1.2 Amount of Agreement. Grant Funds (check one)  shall not exceed or  are estimated to be \$750,000.00 of which \$ \_\_\_\_\_ are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3 Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is N/A the federal awarding agency is N/A and the Federal Award date is N/A. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is N/A and Number is N/A. The Catalog of State Financial Assistance (CSFA) Number is 422-94-3164. The State Award Identification Number is MC 20-040.

1.4 Term. This Agreement shall be effective Upon full execution and shall expire 2 years from execution 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 purposes 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 Natural Resources  
By: Colleen Callahan  
Signature of Director of IDNR

Lombard Historical Society  
By: George E. Seayaves  
Signature of Authorized Representative

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

Date: 12/29/2020

Date: 3-24-21  
Printed Name: Colleen Callahan

Printed Name: George E. Seayaves  
Printed Title: President Lombard Historical Society  
E-mail: director.lombardhistory.org

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

By: Bred Colantino  
Signature of Chief Financial Officer

Date: 3.22.2021  
Printed Name: Bred Colantino

By: Rancee Snow  
Signature of Chief Counsel

Date: 3/16/2021  
Printed Name: Rancee Snow

APPROVED FOR EXECUTION

Date: 3/16/2021

Legal Counsel: Javona Asherman

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**ARTICLE II  
REQUIRED REPRESENTATIONS**

**2.1 Standing and Authority.** Grantee warrants that:

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

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

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

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

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

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

**2.3 Compliance with Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$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 7000.40(c)(1)(A).

**2.5 Compliance with Registration Requirements.** Grantee shall: (i) be registered with the federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; and (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable; and (v) have successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

**ARTICLE III  
DEFINITIONS**

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

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

"Agreement" or "Grant Agreement" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"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 Part 7000.

"Award" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Budget" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"CFDA" or "Catalog of Federal Domestic Assistance" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"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 Part 7000.

"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 Part 7000.

"CSFA" or "Catalog of State Financial Assistance" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Disallowed Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"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.

"Financial Assistance" has the same meaning as in 44 Ill. Admin. Code Part 7000.

“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 Part 7000.

“GAAP” or “Generally Accepted Accounting Principles” has the same meaning as in 44 Ill. Admin. Code 7000.

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

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

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

“Grantee Portal” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“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 Part 7000.

“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 Part 7000.

“Notice of Award” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“OMB” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“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 Part 7000.

“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 Part 7000.

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

**ARTICLE IV  
PAYMENT**

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

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

4.3 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. See 2 CFR 200.305; 44 Ill. Admin. Code Part 7000.

4.4 Payments to Third Parties. Grantee agrees to hold harmless Grantor when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith if it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.5 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 be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.

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

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

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

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

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

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

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

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



## ARTICLE VI BUDGET

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

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

6.3. **Discretionary Line Item Transfers.** Unless prohibited from doing so in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b), 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) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(d)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### ARTICLE VIII REQUIRED CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### ARTICLE IX CRIMINAL DISCLOSURE

9.1. **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Financial Assistance, funded by either State or federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

#### ARTICLE X UNLAWFUL DISCRIMINATION

10.1. **Compliance with Nondiscrimination Laws.** Grantee, its employees and subcontractors under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of state and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

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

#### ARTICLE XI LOBBYING

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

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

11.3 **Lobbying Costs.** Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 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(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

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

## ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1 **Records Retention.** Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333, or 44 Ill. Admin. Code §§ 7000.430(a) and (b). If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2 **Accessibility of Records.** Grantee, in compliance with 2 CFR 200.336 and 44 Ill. Admin. Code 7000.430(e), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.336, 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 or inquiry.

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

12.4 **Monitoring and Access to Information.** Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 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. Unless so specified, the first of such reports shall cover the first three months after the Award begins, and reports must be submitted no later than the due date(s) specified in PART TWO or PART THREE, unless additional information regarding required financial reports is set forth in Exhibit G. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 207(b)(3) and 200.327. Any report required by 30 ILCS 708/125 may be detailed in PART TWO or PART THREE.

### 13.2 Close-out Reports.

(a) Grantee shall submit a Close-out Report no later than the due date specified in **PART TWO** or **PART THREE** following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343; 44 Ill. Admin. Code 7000.440(b)

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

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

## ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1 Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in **Exhibit E** must be reported quarterly, unless otherwise specified in **PART TWO**, **PART THREE** or **Exhibit G**. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.207, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit-based review of the application. In such cases, Grantor shall notify Grantee of same in **Exhibit G**. Pursuant to 2 CFR 200.328 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.328. 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, no later than the due date specified in **PART TWO** or **PART THREE** following the end of the period of performance or Agreement termination. See 2 CFR 200.343; 44 Ill. Admin. Code 7000.440(b)(1).

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 and policies set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c), 44 Ill. Admin. Code 7000.90.



**15.2 Consolidated Year-End Financial Reports.**

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

(b) Grantees shall submit Consolidated Year-End Financial Reports, according to the required audit, namely:

(i) For Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the end of the Grantee's fiscal year or (b) 30 calendar days following completion of the audit; or

(ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the end of Grantee's fiscal year.

These deadlines may be extended at the discretion of the Grantor, but only for rare and unusual circumstances such as a natural disaster.

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

(d) Consolidated Year-End Financial Reports must include an in relation to opinion from the report issuer on the financial statements included in the Consolidated Year-End Financial Report.

(e) Consolidated Year-End Financial Reports shall follow a format prescribed by Grantor.

**15.3 Entities That Are Not "For-Profit".**

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

(b) **Single and Program-Specific Audits.** If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters, AU-C 265 communications and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

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

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

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

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

(iv) If Grantee does not meet the requirements in subsections 15.3(b) and 15.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

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

#### 15.4 "For-Profit" Entities.

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

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards), from all sources, Grantee is required to have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit Federal programs with Federal Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total Federal Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards and State Awards singularly or in any combination, from all sources, Grantee must follow all of the audit requirements in Paragraphs 15.3(c)(i)-(v), above.

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

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

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

### ARTICLE XVI TERMINATION; SUSPENSION

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

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

16.3 **Non-compliance.** If Grantee fails to comply with applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code §§ 7000.80, 7000.260.

16.4 **Objection.** If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341; 44 Ill. Admin. Code §§ 7000.80, 7000.260.

16.5 **Effects of Suspension and Termination.**

- (a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.
- (b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination and shall cancel as many outstanding obligations as possible.
- (c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:
  - (i) Grantor expressly authorizes them in the notice of suspension or termination;and
  - (ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.6 **Close-out of Terminated Agreements.** If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(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. In all agreements between Grantee and its sub-grantees, Grantee shall insert term(s) that requires that all sub-grantees adhere to the terms of this Agreement.

17.3 Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds. 2 CFR 200.344; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

**ARTICLE XVIII  
NOTICE OF CHANGE**

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

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

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

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

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

**ARTICLE XIX  
REORGANIZATION AND BOARD MEMBERSHIP**

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

**ARTICLE XX  
AGREEMENTS WITH OTHER STATE AGENCIES**

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

**ARTICLE XXI  
CONFLICT OF INTEREST**

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

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

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

**ARTICLE XXII  
EQUIPMENT OR PROPERTY**

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

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

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

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

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

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

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

### **ARTICLE XXIV INSURANCE**

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

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

### **ARTICLE XXV LAWSUITS AND INDEMNIFICATION**

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

25.2 Indemnification. To the extent permitted by law, Grantee agrees to hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor will be governed by the State Employee Indemnification Act (5 ILCS 350/1 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

**ARTICLE XXVI  
MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

26.12 Precedence.

- (a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) shall control.
- (b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

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

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

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

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

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

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

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## EXHIBIT A

## PROJECT DESCRIPTION

Carriage House Expansion-Core Operations

The purpose of this Agreement is to set forth the terms and conditions, in consideration for and by which IDNR promises to pay to the Grantee the fund assistance amount specified on the first page of this agreement, as part of the Public Museum Capital Grants Program.

This grant is funded through the Public Museum Capital Grants Program. It is funded 100% up to the maximum grant amount.

LHS would like to add an 1,800 square foot expansion to the addition of our 1887 Carriage House. The overall goals of this project are to move core operations into one building which would:

- Increase open hours to the public,
- Address visitor experience issues (confusion about how to start their experience and where to enter the museum)
- Create a dedicated gift shop in the same building as offices that will allow for seamless staff supervision,
- Implement safety and security recommendations 2020 CAP Assessment.

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

This grant is funded through the Public Museum Capital Grant Program. It is at the following levels: 33.33%; 50%; or 100% through the Public Museum Capital Grant Program. This grant project is funded at 100% up to the maximum grant amount.

The Implementation and Billing Requirement Packet is incorporated into this Exhibit B1 as a separate attachment (labeled Exhibit B1).

Project billings shall be submitted at 50% and/or 100% project completion unless otherwise approved by IDNR.

Deliverables/Milestones will be the completed project components as presented in the original application (attachment labeled Exhibit B2\*) or an approved project scope change. They will be reported as directed in the Implementation and Billing Packet (Exhibit B1).

Refer to your project application for the deliverables and milestones that are to be completed. (MC/DOC-1, MC/DOC-3, MC/DOC-4, Construction Schedule, etc.)

The Grantee is required to file quarterly status reports on the grant project describing the progress of the program, project, or use and expenditure of the grant funds related thereto, if the grant amount is over \$25,000.00 (30 ILCS 705/4(b)(2)). The grantee must submit status reports on the first day of the next existing quarterly schedule (Jan, April, July & Oct) beginning with the quarter immediately following the project effective date.

\*Exhibit B2 also includes the approved project budget

## EXHIBIT C

## PAYMENT

Grantee shall receive up to \$750,000.00 under this Agreement.

Enter specific terms of payment here:

1. This grant is funded through the Public Museum Capital Grants Program (PMC). It is funded up to the percentage indicated in Exhibit B through PMC with any remaining funds to be covered by the Grantee. A project shall be deemed eligible for grant payment when the Grantee submits a project billing form with additional required documentation (Exhibit B1) seeking grant reimbursement which is approved for payment by the Department.
2. Project costs eligible for assistance shall be determined upon the basis of criteria set forth for the Public Museum Capital Grants program, as set out in 23 Ill. Adm. Code 3200.5 *et seq.* It is the intent of the State that all or a portion of the costs of this project will be paid or reimbursed from the proceeds of tax-exempt bonds issued by the State.
3. Payment to the Grantee will be made as a reimbursement for eligible expenses following submission to the IDNR of a certified billing request listing all funds expended, and including any other documentation required by the administrative rules (*see* 23 Ill. Adm. Code 3200.80 and this grant agreement).
4. In order to induce IDNR to pay the aforesaid funds, the Grantee promises to complete the project as described in this Agreement, to operate and maintain the project site in accordance with the terms of this Agreement, and to pay any and all costs associated with the project in excess of the specified State obligation for grant funding assistance.
5. Billing requests are eligible for grant reimbursement at the 50% and 100% project completion levels. Only costs incurred during the specified project period dates indicated on this Agreement and necessary to complete the approved project components are eligible for grant reimbursement.
6. Bid Specifications must include the requirement that contractors and subcontractors pay state prevailing wages. For the specific requirements, review the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*).
7. **Illinois Works Jobs Program Act (30 ILCS 559/20-1 *et seq.*):** For grants with an estimated total project cost of \$500,000 or more, the grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The "estimated total project cost" is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Grantees will be permitted to seek from the Department a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The grantee must ensure compliance for the life of the entire project, including during the term of the grant and after the term ends, if applicable, and will be required to report on and certify its compliance.
8. All requirements of the Implementation and Billing Packet (Exhibit B1) must be followed.
9. Request for reimbursement must be submitted to the IDNR grant administrator as soon as possible after the completion of the project, or ending date as indicated in the Project Agreement. Failure by the Grantee to submit required billing forms and substantiating documentation within a one (1) year period following the project expiration date will result in the Grantee forfeiting all project reimbursements and relieves the IDNR from further payment obligations on the grant.
10. Any grant funds remaining after final reimbursement to the Grantee may be reprogrammed at the discretion of the IDNR.

**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: Mary Jo Weller  
Title: Grant Administrator II  
Address: One Natural Resources Way, Springfield, IL 62702-1271  
Phone: (217) 557-8781  
TTY#: \_\_\_\_\_  
Fax#: (217) 558-4192  
E-mail Address: Maryjo.weller@illinois.gov

**GRANTEE CONTACT**

Name: Alison Costanzo  
Title: Executive Director  
Address: 23 W. Maple St. Lombard, IL. 60148  
Phone: (630) 629-1885  
TTY#: \_\_\_\_\_  
Fax#: \_\_\_\_\_  
E-mail Address: director@lombardhistory.org

**Additional Information:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
TTY#: \_\_\_\_\_  
Fax#: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

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

Following all methods and standards as required by state and federal laws and regulations, this project will make project specific recreation available to members of the general public by accomplishing the following items:

Providing community members with an 1800 sf expansion to the addition of the 1887 Carriage House an area that can be utilized by members of the general public for recreational use.

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

Completion of this project will allow citizens of DuPage County and others from the general populous project specific recreational opportunities by providing an 1800 sf expansion to the addition of the 1887 Carriage House this project specific recreation to the general public for use.

Timely completion of this project will satisfy the requirements of the IDNR.

**EXHIBIT G**

**SPECIFIC CONDITIONS**

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

Grantee does not have a written policy requiring prior approval before scope changes. Grantee is required to request prior approval before scope changes and is encouraged to implement additional written policies and procedures.

Grantee does not have a written policy requiring prior approval before changes in key personnel. Grantee is required to request prior approval before changes in key personnel and is encouraged to implement additional written policies and procedures.

**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:

[Here is where the Grantor lists its specific requirements. Numbering should continue from **PART ONE**, so the first Article of PART TWO should be Article 27 and the first paragraph should be 27.1.]

[See Paragraphs 4.3, 4.6, 4.7, 5.1, 7.8, 12.4, 13.3(a), 14.1, 14.3, 15.2 19.1 and 24.1 for information that may be required in this **PART TWO**.]

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- 27.1 The Cash Management requirements and Interest requirements listed in Paragraphs 4.3 and 4.6 of PART ONE respectively do not apply as there are no federal funds as part of this agreement to the Grantee, and it is paid as reimbursement of prior project expenditures.
- 27.2 Grantee is solely responsible for the design and implementation of the project described in its Project Application, the terms and conditions of which are hereby incorporated by reference and made a part of this Agreement. Failure by the Grantee to comply with any of the Agreement terms or the terms of the Project Application shall be cause for the suspension of all grant assistance obligations thereunder and may result in debarment for two grant cycles.
- 27.3 The Grantee agrees to implement and complete the approved project pursuant to the time schedule and plans set forth in the Project Application. Failure to render satisfactory progress or to complete the approved project to the satisfaction of the IDNR per the terms of this Agreement is cause for suspension and/or termination of all obligations of the Department under this Agreement.
- 27.4 Environmental and Cultural Resource Compliance: Approved grant project construction *shall not commence* and no payment shall be made under this grant until the Grantee, as set forth under the IDNR's Comprehensive Environmental Review Process (CERP), has initiated and completed all necessary project review and consultation with the Department as required by section 11 of the Endangered Species Protection Act, 520 ILCS 10/11; section 17 of the Illinois Natural Areas Preservation Act, 525 ILCS 30/17; the mitigation or compensation determinations required by the Interagency Wetland Policy Act, 20 ILCS 830/1 et seq.; and the environmental and economic impact determination required by the Historic Preservation Act, 20 ILCS 3420/4.
- 27.5 The Department requires that all projects be completed by the date specified in the Project Agreement. The Grantee should ensure that all bidders are aware of the expected completion date by specifying the expected project construction start date and completion date in the bid specifications package. Extensions to the ending date will not be allowed unless the Grantee can prove to the Department that a delay in project execution was beyond the Grantee's control.
- 27.6 Conditions may arise after work has begun that are beyond the control of the Grantee and contractor which necessitate a change in specification and/or price. To maintain grant eligibility, such changes must be done by formal change orders.

If the change order involves i) the total deletion of an identified project component, ii) the addition of a new component for which reimbursement will be sought or iii) exceeds \$10,000 in value as an addition or subtraction, the Grantee must receive prior written IDNR approval. Failure to obtain prior approval will result in the amount of the change order being disallowed (pursuant to 720 ILCS §5/33E-9).

For change orders in excess of \$10,000, written assurance must be provided to the IDNR by the Grantee that i) the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, or ii) the change is germane to the original contract as signed, or iii) the change order is in the best interest of the unit of State or local government and authorized by law.



- 27.7 All documentation in exhibit B1 is required for project billing requests.
- 27.8 The Grantee shall maintain, for a minimum of 3 years following project completion, satisfactory financial accounts, documents, and records associated with the project and the disbursement of grant funds pursuant to this Agreement, and shall make them available to the IDNR and the State of Illinois, Auditor General or Attorney General, for auditing at reasonable times. Failure by the Grantee to maintain such accounts, documents, and records as required herein shall establish a presumption in favor of the State of Illinois for recovery of any funds paid by the State per this Agreement for which adequate records are not available to support their purported disbursement.
- 27.9 In connection with project construction, and the subsequent operation and maintenance of the facilities, the Grantee agrees that it shall be responsible for and obtain all necessary permits, licenses or forms of consent, as may be required to complete the project. Failure to obtain any required permit or approval may jeopardize PMC grant reimbursement and/or cause debarment.
- 27.10 The Grantee shall be responsible for timely action in resolving any audit findings or questioned project costs. In the event that questioned costs are ultimately deemed disallowed as determined by the IDNR or its representative, the Grantee shall be responsible for repayment of such costs.
- 27.11 This Agreement, including the project application by reference, any attachments, and the General Provisions and Certifications attached hereto, constitutes the entirety of the grant agreement between the Grantee and IDNR and supersedes all other agreements, whether written or oral, and may not be amended or modified except by a written instrument executed by both parties.
- 27.12 This Agreement shall be governed by and construed only in accordance with the laws of the State of Illinois. Any liability of IDNR under this Agreement shall be limited to the amount of the grant. Any dispute relating to this Agreement shall be adjudicated in the Illinois Court of Claims and shall be governed by the Court of Claims Act (705 ILCS 505/1 *et seq.*).

**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:

[Here is where the Grantor lists the specific requirements for this Project, including identification of all applicable state and federal rules. Numbering should continue from **PART TWO**.]

[See Paragraphs 4.3, 4.6, 4.7, 5.1, 7.8, 12.4, 14.1, 14.3, 15.2, 19.1 and 24.1 for information that may be required in this **PART THREE**.]

28.1 The purpose of this Agreement is to enable IDNR to provide financial assistance to the Grantee to develop museum quality recreational facilities that are open and accessible to the public in Illinois.

28.2 Project Signage and Publicity: The Grantee agrees to provide acknowledgment of the role of the Public Museum Capital Grants Program in the project. This can be done by signage in an appropriate location or with IDNR approval by written acknowledgment in a public document produced by the Grantee. The acknowledgment shall incorporate the following language:

**"PUBLIC MUSEUM CAPITAL GRANTS PROGRAM"**  
ILLINOIS DEPARTMENT OF NATURAL RESOURCES, ILLINOIS STATE MUSEUM

28.3 50% of the labor hours on the project must be performed by actual residents of the State of Illinois (20 ILCS 805/805-350).

28.4 **Illinois Works Jobs Program Act (30 ILCS 559/20-1 et seq.):** For grants with an estimated total project cost of \$500,000 or more, the grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The "estimated total project cost" is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Grantees will be permitted to seek from the Department a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The grantee must ensure compliance for the life of the entire project, including during the term of the grant and after the term ends, if applicable, and will be required to report on and certify its compliance.

28.5 In connection with project construction, and the subsequent operation and maintenance of the facilities, the Grantee agrees that it shall be responsible for and obtain all necessary permits, licenses or forms of consent, as may be required to complete the project. **Failure to obtain any required permit or approval may jeopardize Public Museum Capital Grant reimbursement and/or cause debarment.**

28.6 The IDNR and the Grantee agree to perform this Agreement in accordance with the Public Museum Capital Grants Program, as amended (20 ILCS 801/1-25(7)); with the rules promulgated pursuant to that Act (23 IL Adm. Code 3200.5 et seq.); and, with the terms, promises, conditions, plans, specifications, maps, and assurances contained in the approved Project Application, each of which is hereby incorporated by reference and made a part of this Agreement.

28.7 Grantee will complete project construction in accordance with all laws of the State of Illinois governing purchases and procurement by the local Grantee.

28.8 This Agreement, including the project application by reference, any attachments, and the General Provisions and Certifications attached hereto, constitutes the entirety of the grant agreement between the Grantee and IDNR and supersedes all other agreements, whether written or oral, and may not be amended or modified except by a written instrument executed by both parties.

28.9 This Agreement shall be governed by and construed only in accordance with the laws of the State of Illinois. Any liability of IDNR under this Agreement shall be limited to the amount of the grant. Any dispute relating to this Agreement shall be adjudicated in the Illinois Court of Claims and shall be governed by the Court of Claims Act (705 ILCS 505/1 et seq.).

- 28.10** All facilities constructed with state PMC assistance must be designed and developed to fully accommodate accessibility standards as per the Illinois Accessibility Code Standards and the Americans with Disabilities Act (ADA) (42 U.S.C. 12101 *et seq.*) and the regulations thereunder (28 CFR 35.130).
- 28.11** All intellectual property ("IP") rights (including copyright, patent, and any other rights) in materials arising out of or resulting from Grantee's use of the grant funds or any earning thereon (the "Public Materials"), including by way of example but not as limitation, any posters and promotional materials, photographs, maps, drawings, charts, reports, brochures, blueprints, website pages, and source code, shall be owned by Grantee unless Grantee materially breaches the terms of this Agreement.
- 28.12** To ensure that the Public Materials are widely and generally available to the public who has paid for their production, Grantee hereby grants to IDNR a non-exclusive, perpetual, irrevocable, royalty-free, paid-up, worldwide, sub-licensable license to use, copy, or publish the Public Materials by any means or media in connection with any activity of IDNR.
- 28.13** Grantee shall provide to all employees and agents of Grantee who might otherwise be entitled to claim any authorship or ownership or IP interest in such Public Materials (including but not limited to architects, photographers, graphic designers, web designers, sculptors, and contractors) a copy of this clause and shall obtain such employees' and agents' acknowledgment and agreement (1) that any employee or non-employee's contributions to any such Public Materials shall be considered Grantee property and/or works for hire, and (2) that to the extent that the Public Materials are not so considered, that all such contributors assign their rights therein, whether under patent, copyright, trade secret, or trademark law, and including moral rights, in perpetuity or for the longest period otherwise permitted by law, to Grantee such that Grantee can effectively grant the above-described license. Grantee shall allow IDNR full access to the project site and materials, both during the grant term and after completion, for documentation, inspection, publicity, photography, promotion, or similar purposes.



**Illinois Department of  
Natural Resources**

**PUBLIC MUSEUM CAPITAL  
GRANTS PROGRAM**

**Implementation & Billing  
Requirements**

**IL Department of Natural Resources  
Office of Grant Management and Assistance  
One Natural Resources Way  
Springfield, IL 62702  
Telephone: 217/782-7481  
Fax: 217-782-9599**

**PROJECT COMPLIANCE INSTRUCTIONS  
AND  
BILLING PACKET INFORMATION**

In this packet, you will find necessary information and instructions to properly implement an approved Public Museum Capital Grants Program (PMC) project with the Illinois Department of Natural Resources (IDNR). **PLEASE READ THOROUGHLY!** Failure to comply with these instructions can jeopardize grant reimbursement.

**GENERAL**

1. To maintain eligibility for grant reimbursement, the Grantee must satisfactorily complete ALL approved project components as specified in the signed Project Agreement. Any changes (additions or deletions) to the project scope must be approved by the IDNR **prior** to implementation in order to maintain overall eligibility for grant reimbursement. Any Change Order +/- \$10,000 not approved by the IDNR will not be eligible for grant reimbursement.
2. Projects cannot incur and costs against the grant funded project with the exception of A&E work prior to receipt of an approved CERP form and a fully executed grant agreement. Project may lose funding eligibility if costs are incurred prior to receipt of both items.
3. Project construction must be completed by the Grantee in accordance with all laws of the Local Unit of Government indicated on form MC/DOC-1 #5 including any applicable State of Illinois purchase and procurement laws.
4. In-house engineering and administration, force account labor and force account materials are NOT reimbursable under the PMC grant program.
5. All facilities constructed with State PMC assistance must be designed to accommodate full accessibility as per the Illinois Accessibility Code standards and the Americans with Disabilities Act (ADA).
6. The approved PMC development project must be completed and ready for final acceptance by IDNR staff AND all project costs for which reimbursement is expected must be incurred no later than the expiration date specified on the signed Project Agreement. Failure to have approved project components completed by the specified project expiration date could jeopardize approved grant reimbursement on the project.
7. In connection with and prior to the construction, and thereafter the subsequent operation and maintenance of the PMC-assisted facilities, the Grantee agrees that it shall be responsible for and obtain all necessary permits, licenses or forms of consent, from, but not limited to, the following. **(Failure to do so can jeopardize grant reimbursement.)**
  - a. IL Dept. of Natural Resources regarding "Interagency Wetlands Policy Act" (20 ILCS 830); "State Endangered Species Act" (520 ILCS 10/11); cultural resource impacts (20 ILCS 3410/9, *coordinated with the IL Historic Preservation Agency*); and impacts to state waterways (615 ILCS 5/5).
  - b. Local Building or Zoning Agencies or Boards, where applicable.
8. Project Status Reports must be submitted each January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup>, and October 1<sup>st</sup> throughout the duration of project implementation (i.e., until the project's reimbursement request is submitted to the Illinois DNR). These progress reports should be forwarded to the IDNR Grant Administrator assigned to the project.
9. Please contact the DNR Grants staff at 217/782-7481 if you have any questions as you proceed with project implementation regarding program requirements.

## OPEN COMPETITIVE BIDDING

1. EXCEPT as noted below in items #2 and #4, all open competitive bidding for PMC projects shall be done in accordance with the Grantee's statutory requirements governing public procurements. PMC projects are possible through the sale of public bonds and therefore require the use and oversight of a public body's procurement guidelines to ensure the proper stewardship of these funds. This will require the use of the procurement policies of the local unit of government identified in the PMC application. (MC DOC-1 #5)
2. You will need to incorporate the Illinois Works Jobs Program Act requirements into this project. Those requirements can be found here:  
<https://www.ilga.gov/legislation/ilcs/ilcs4.asp?DocName=003005590HArt%2E+20&ActID=3995&ChapterID=7&SeqStart=200000&SeqEnd=120000>
3. The Grantee shall encourage "minority" business firms to submit bids on the approved project and successful contract bidders to utilize minority businesses as sub-contractors for supplies, services, and construction. This stipulation should be noted in all bid solicitation notices.
4. The bid proposal forms should be structured for flexibility. This can usually be done most effectively with add/deduct alternates and bidding the work by specific/distinct work elements.

The instructions to bidders in the Bid Specifications should clearly indicate what constitutes a valid bid and how the contract/bid will be awarded (lowest responsible/qualified bidder for all work items versus individual work items; base bid and selected bid alternates versus base bid separate from bid alternates, etc.). It should also specify whether substitutes will be accepted and if scope of individual work elements can be modified.

In general, the *Instructions and General Conditions* section of the Bid Specifications should, at a minimum, address the following items:

- Bid Opening Date
- Number of days Bid must be held
- Bid, Performance and Payment Bond/Security Requirements
- Contractor Insurance Requirements
- Completion date and if liquidated damages occur for late completion
- Terms of Payment to Contractor
- Schedule of quantities/material list and Unit Costs
- If a Bid is for material or product supply only, a specific name brand cannot be specified WITHOUT also stipulating the phrase "or approved equal" will be accepted. Also, specifications for a particular product or material being bid cannot be written in such detail so as to prevent an open and competitive bidding situation.

Bid Specifications must include the requirement that contractors and subcontractors pay State Prevailing Wages. For the specific requirements, review the Prevailing Wage Act (820 ILCS 130/0.01-12).

**Remember**, the IDNR requires that all projects be completed by the date specified in the Project Agreement. The Grantee should ensure that all bidders are aware of the expected completion date by specifying the expected project construction start date and completion date in the bid specifications package. Extensions to the ending date will not be allowed unless the Grantee can prove to IDNR that a delay in project execution was beyond the Grantee's control.

5. In certain instances, conditions may arise after work has begun that are beyond the control of the Grantee and contractor which necessitate a change in specification and/or price. To maintain grant eligibility, such changes must be done by formal change orders. If the change order involves 1) the total deletion of an identified project component, 2) the addition of a new component for which reimbursement will be sought or 3) exceeds \$10,000 in value (including deductions), the Grantee must receive prior written Illinois IDNR approval. **Failure to obtain prior approval will result in the amount of the change order being disallowed.** (pursuant to 720 ILCS 5/33E-9 of the Criminal Code of 1961). *For change orders in excess of \$10,000 written assurance MUST BE provided to the Illinois*

IDNR by the Grantee (1) the circumstances said to necessitate the change in performance were not reasonable foreseeable at the time the contract was signed, or (2) the change is germane to the original contract as signed, or (3) the change order is in the best interest of the unit of State or local government and authorized by law.

#### **NO-BID CONTRACTS LABOR GUIDELINES**

1. Project construction can be completed by means of individual small non bid contracts following the Grantee's procurement requirements. PMC projects are possible through the sale of public bonds and therefore require the use and oversight of a public body's procurement guidelines to ensure the proper stewardship of these funds. This will require the use of the procurement policies of the local unit of government identified in the PMC application.
2. The value of donated material, labor and equipment to a project **IS NOT** grant eligible nor is the purchase of non-consumable items (tools, etc.) necessary to complete project work.

#### **PROJECT BILLING REQUIREMENTS**

1. Billing requests for grant reimbursement will be processed at the 50% (if requested) and 100% project completion levels. Only costs incurred during the specified project period dates indicated on the signed Project Agreement and necessary to complete the approved project components are eligible for grant reimbursement. The 50% completion level is determined by the Gantt chart submitted with your signed agreement and is based on project completion not financial expenditures. The Grantee may bill only once at the 100% completion level if the Grantee chooses.
2. **All of the following documentation is required to be presented to the IDNR with any project billing request.** Failure to provide **any** of these 7 items will result in a delay in processing your payment:
  - a. Completed "Project Billing Form" signed and dated with attestation completed.
  - b. Completed "Project Billing Performance Report" submitted with reimbursement documents.
  - c. A "Schedule of Professional Services and of Publicly Bid Contracts" (Attachment B) (including A & E work, construction and material/equipment purchase contracts) and associated contract change orders (if applicable), issued pursuant to the approved PMC project for which grant reimbursement is claimed. The schedule should list the following: contractor or A/E firm name, project element completed by contract, contract amount and, if applicable, an itemized listing of any contract change orders(+/-).;

#### **And**

A "Schedule of Project Expenditures" (Attachment C) incurred pursuant to the approved PMC grant project for which all grant reimbursements are claimed. *The schedule/spread sheet must contain a certification statement signed by the Grantee's chief fiscal officer and chief administrator or Fiscal Officer attesting to the accuracy of the information.*

**These schedules shall list, at a minimum, information shown in the example on Attachment B & C.**

- d. Agreed Upon Procedures Report from CPA firm, including applicable schedules. Costs claimed on the "Project Billing Form" must be reviewed and attested to by an independent CPA\* in accordance with the *Statement on Standards for Attestation Engagements* as established by the American Institute of Certified Public Accountants. The independent Attestation will be based on the "Agreed Upon Procedure" developed by IDNR and identified on **Attachment A**. **This is a completely separate audit requirement than detailed in section F.4. of your agreement and is necessary for your billing.**

NOTE: The cost of having the independent attestation of the Project Billing conducted is considered an eligible project cost and may be claimed for grant reimbursement. Submit invoice from accounting firm and proof of payment.

- e. A general drawing/sketch of completed project work (must be no larger than 11" x 17"). If billing at 50% project completion and drawings are not applicable, a narrative of work completed to date should be submitted.
  - f. Proof of Public Museum Capital Grants Program acknowledgment (e.g., photo of sign or donor plaque at site or copy of museum brochure or other means indicating IDNR grant assistance). **This requirement is due at the time the final billing is requested.**
  - g. Photos of completed project elements.
3. Final request for reimbursement must be submitted to the IDNR grant administrator as soon as possible after the completion of the project, or ending date of the Project Agreement.

**\*It is recommended that the CPA firm that conducts the Grantee's regular agency-wide audit be used for this purpose.**

### **BILLING REQUIREMENTS CONTINUED**

**Information the Grantee will need to provide the CPA (auditor) in order to have the independent Billing Attestation efficiently completed according to the established "Agreed Upon Procedures", Attachment A of the agreement:**

1. Copy of the signed Project Agreement and any amendments executed thereto;
2. A spread sheet or schedule of all professional services (A/E) contracts and publicly bid construction and material/equipment purchase contracts and associated contract change orders (if applicable), issued pursuant to the approved PMC project for which grant reimbursement is claimed (the "Schedule of Professional Services and Publicly Bid Contracts" Attachment B);

The schedule should list the following: contractor or A/E firm name, project element completed by contract, contract amount and, if applicable, an itemized listing of any contract change orders(+/-). **The schedule shall list, at a minimum, information shown in the example on Attachment B of your grant agreement.**

3. Proof of bid advertisement for all publicly bid construction and material/equipment purchase contracts.
4. Copy of Bid Tabulation for each publicly bid construction and material/equipment purchase contract.
5. (If applicable) Justification for and proof of Board action, approving the awarding of any project construction and material/purchase contract to someone other than a low bidder.

A "Schedule of Project Expenditures" (Attachment C) incurred pursuant to the approved PMC grant project for which grant reimbursement is claimed. **The schedule shall list, at a minimum, information shown in the example on Attachment B of your grant agreement. The schedule/spread sheet must contain a certification statement signed by the Grantee's chief fiscal officer and chief administrator or Fiscal Officer attesting to the accuracy of the information. The schedule shall list, at a minimum, information shown in the example on Attachment B of your grant agreement.**

6. A copy of applicable state statutes and applicable local ordinances concerning bidding requirements for construction contracts and equipment/material purchases for the unit of local government who was identified in the PMC application (MC DOC-1 #5).

**You may find it helpful to provide a copy of this Implementation and Billing packet to your CPA for use as a reference during their review and to be certain they have everything necessary to perform the work being required by this grant.**



## RECORD RETENTION / AUDIT REQUIREMENTS

### A. RECORD RETENTION

As stipulated in Item V(a) of the General Provisions of the grant Project Agreement, the local Grantee (fiscal agent) must maintain, for a minimum three (3) year period following project completion, satisfactory financial accounts, documents, and records associated with the project and the disbursement of grant funds pursuant to this Agreement, and shall make them available to the Illinois DNR and/or the State of Illinois, Auditor General, for auditing at reasonable times. Failure by the Grantee (fiscal agent) to maintain such accounts, documents, and records as required herein shall establish a presumption in favor of the State of Illinois for recovery of any funds paid by the State per this Agreement for which adequate records are not available to support their purported disbursement.

### B. AUDIT REQUIREMENTS

All audit requirements are specified in your grant agreement under Article XV "Audit Requirements". You will need to review this section carefully.

**(It is important to inform your auditors that PMC grant funds are State grant funds, not Federal funds.)**

**This is a completely separate audit requirement than detailed in Attachment A of Exhibit B1 of your grant agreement.**

### C. AUDIT RESOLUTION

The Grantee (fiscal agent) shall be responsible for timely action in resolving any audit findings or questioned project costs. In the event that questioned costs are ultimately deemed disallowed as determined by the Illinois DNR or its representative, the Grantee shall be responsible for repayment of such costs.

**ILLINOIS PUBLIC MUSEUM CAPITAL GRANT PROGRAM  
BILLING CHECKLIST**

- Project Billing Form**
- Project Performance Report**
- CPA "Agreed Upon Procedures**
- "Schedule of Professional Services & Publicly Bid Contracts**
- Schedule of Project Expenditures**
- Drawing or sketch of completed work or narrative**
- Proof of Public Museum Capital Grants Program acknowledgement**  
This requirement is due at the time the final billing is requested.
- Photos of completed project elements**
- Periodic Performance Report**
- Periodic Financial Report**

**Mail to:**

**Department of Natural Resources  
Attn: Office of Grant Management and Assistance  
(INCLUDE NAME OF GRANT ADMINISTRATOR)  
One Natural Resources Way  
Springfield IL 62702**

**Or**

**Email directly to your grant administrator**

STATE OF ILLINOIS  
 DEPARTMENT OF NATURAL RESOURCES  
 PUBLIC MUSEUM CAPITAL GRANTS PROGRAM

PROJECT BILLING FORM

Project #: \_\_\_\_\_

Grantee: \_\_\_\_\_

Project Title: \_\_\_\_\_

Grantee: \_\_\_\_\_

F.E.I.N./T.I.N. \_\_\_\_\_

Project Billing #: (circle one)    #1    #2

Project Completion

Level: (indicate one)    50%    100%

**COSTS SUMMARY STATEMENT**

Cost Category	Expenditures	
	Amount Claimed To Date	Amount Claimed This Billing
Construction Costs (Bid Contracts)		
Non-Bid Construction Costs          Hired (non-bid) Labor		
	Material/Supplies	
Architectural/Engineering Fees		
CPA Costs		
Other (Specify)		
<b>TOTAL</b>		
Less Local Agency Share		
<b>Amount Claimed for Grant Reimbursement</b>		

I do hereby certify that this Billing is correct and just and based upon actual payment(s) of record by the participant local sponsor; that payment from the State of Illinois has not been received for these costs on any prior reimbursement request(s) from this Project Agreement or any previous Project Agreement(s) granted by the State of Illinois; that the completed work and services or purchases are in accordance with provisions of the Illinois Public Museum Capital Grants Program (23 IL Adm Code 3200) and the signed Project Agreement, including amendments thereto, with the Illinois Department of Natural Resources; and that local matching dollars for the project did not include federal or other state funds.

BY: \_\_\_\_\_  
 (signature)

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

AGENCY: \_\_\_\_\_

(Document must be attested to by Grantee's fiscal officer)

ATTESTED BY: \_\_\_\_\_  
 (signature)

DATE: \_\_\_\_\_

\_\_\_\_\_

(title)

Approved for use by DNR Legal Counsel

**IL Department of Natural Resources  
"Public Museum Capital Grant Program"**

**PROJECT PERFORMANCE REPORT**

Project #: MC  
 Project Sponsor: \_\_\_\_\_  
 Project Title: \_\_\_\_\_ Date: \_\_\_\_\_

**CONCISE / QUANTIFIED DESCRIPTION OF COMPLETED PROJECT COMPONENTS AS DESCRIBED IN INITIAL PROJECT APPLICATION:**

**GENERAL COST BREAKDOWN OF COMPLETED MAJOR PROJECT COMPONENTS**  
 (Actual Costs = your actual expenditures) (Budgeted Costs = costs presented in your project application)

Approved Project Component	Quantity	Actual Costs	Budgeted Cost

Prepared by: \_\_\_\_\_  
(signature)  
 Title: \_\_\_\_\_

### "Agreed Upon Procedures" for Public Museum Capital Grants Project Billing Attestation

Costs claimed for Public Museum Capital grant reimbursement on the Project Billing Form must be attested to by an independent CPA licensed in the State of Illinois. The attestation shall be completed in general accordance with the Statement on Standards for Attestation Engagements as established by the American Institute of Certified Public Accountants and based on the following "Agreed Upon Procedures" developed by the Illinois Department of Natural Resources.

Recommended "Agreed Upon Procedures" for attesting to the eligibility of the costs claimed on the *Project Billing Form* signed and attested to by the local project sponsor (grantee):

Based on both 1) Project Performance Report 2) PMC Schedule of Project Expenditures which must be provided by the local project sponsor (Grantee) as supporting documentation for the *Project Billing Form*, perform the following procedures and provide a report detailing the results. The report should include copies of the aforementioned schedules and the signed *Project Billing Form* provided by the local project sponsor (Grantee).

- A. Verify that all items listed on the schedule(s) were for work germane to the scope of the approved PMC project as described on the signed Project Agreement, any amendments, and components listed on the MC/DOC-4: Development Data form; thereto, and, with the exception of project Professional Services (A/E) contracts, were executed after the project start date indicated on the signed Project Agreement. Identify and report any exceptions.
- B. With the exception of Professional Services (A/E) contracts, verify that the local project sponsor (Grantee) has complied with the sponsor's written procurement procedures regarding open competitive bidding for all construction contracts and all material/equipment purchases, AND that prospective bidders were given a Bid Opening date and number of days Bid must be held in the advertisement to submit bid proposals to the local project sponsor (grantee). Identify and report any exceptions.
- C. Verify that all publicly bid construction and material/equipment purchase contracts executed for the project were awarded to the low bidder. Identify and report any exceptions and attach written justification from local project sponsor (grantee) for their awarding any contract to someone other than the low bidder.
- D. Verify that all change orders to the construction and material/equipment purchase contracts are germane to the approved PMC project scope and that any change orders of \$10,000 or more were approved by DNR. Identify and report any noted exceptions and attach a copy of any change order noted as an exception.
- E. Sample a minimum of 25% of the project expenditures listed on the "PMC Schedule of Project Expenditures" and trace to the local project sponsor's accounting record system and verify the costs are germane to the project scope and, with the exception of project professional services (A/E fees), were incurred during the project period specified on the signed Project Agreement. Identify and report any noted exceptions.
- F. Verify that local matching dollars (if applicable) for the project did not include federal or other state funds. Identify and report any exceptions.
- G. Verify that "Prevailing Wage" language was included in any/all construction contract(s). Identify and report any exceptions.

## **ATTACHMENT B**

**[SAMPLE FORMAT]**

### **Schedule of Professional Services (A/E) and Publicly Bid Project Contracts**

Grant Project #: \_\_\_\_\_

<b>Firm Name</b>	<b>Project Element</b>	<b>Base Contract Amt</b>	<b>Change Order (+/-)</b>	<b>Total</b>
CS & AS Associates	A/E services	\$10,500.00		\$10,500.00
SGS Construction	Structure construction	\$98,500.00	#1 - \$11,500.00(+)	
			#2 - \$3,100.00(+)	\$113,100.00
Lighting Supply Co.	Display lighting equipment	\$39,000.00		\$39,000.00
Build Better, Inc.	(2) Pre-fab Display Cases	\$28,000.00		\$28,000.00
PMC Construction Co.	Install lighting & Display Cases	\$32,500.00	#1 - \$ 900.00(+)	
			#2 - \$1,800.00(+)	
			#3 - \$2,300.00(+)	\$37,500.00
Springdale Landscaping	Museum Landscaping	\$24,200.00	#1 - \$1,200.00(+)	\$25,400.00
Acme Paving Co.	Walkway paving & ramps	\$9,500.00		\$9,500.00
<b>TOTAL</b>				<b>\$263,000.00</b>

**Note:** This form should only show the professional services contracts and the publicly bid contracts; any change orders to those contracts; and the total contract amount.

- Subtotal the Professional Services
- Subtotal the Publicly Bid Contract
- Provide a Grand Total of all contracts shown

# ATTACHMENT C

[SAMPLE FORMAT]

## Schedule of Project Expenditures

Grant Project #: \_\_\_\_\_

Vendor/Contractor Name	Project Element	Invoice Date and Number	Invoice Amount	Payment Check #	Amount	Amount Claimed for Grant Reimbursement	Total Reimbursement Amount
John Doe & Associates	A/E services	11111	\$5,000.00	12121	\$5,000.00	\$5,000.00	
<b>Professional Services (A/E) Subtotal:</b>							<b>\$5,000.00</b>
Acme Paving Co.	Tennis/BB court	22222	\$72,000.00	12122	\$64,800.00	\$64,800.00	
Fun Time Park Supply Co.	Bleachers	33333	\$8,841.00	12123	\$8,841.00	\$8,841.00	
<b>Publicly Bid Contracts Subtotal:</b>							<b>\$73,641.00</b>
Coyote Plumbing	Drinking fountains	44444	\$1,256.78	12124	\$1,256.78	\$1,256.78	
<b>Non-Bid Contracts Subtotal:</b>							<b>\$1,256.78</b>
Lowes	Lumber	900876	\$8,000.00	0001	\$8,000.00	\$8,000.00	
<b>In-House "Force Account" Material/Supplies Subtotal:</b>							<b>\$8,000.00</b>
ABC Accounting	Agreed Upon Procedures	55555	\$800.00	12425	\$800.00	\$800.00	
<b>CPA Subtotal:</b>							<b>\$800.00</b>
<b>"Other" Category Subtotal:</b>							<b>\$0.00</b>
<i>(Force Account Labor)</i> Employee Name or Code #	Job Description	Hours Claimed (1)	Hourly Wage		Total Wages	Amount Claimed for Grant Reimbursement	
Jane Doe (Employee #18)	laborer	10	10		\$100.00	\$100.00	
<b>In-House "Force Account" Labor Subtotal:</b>							<b>\$100.00</b>
<b>TOTAL PROJECT EXPENDITURE FOR THIS BILLING:</b>							<b>\$88,797.78</b>

I hereby certify that the costs shown on this "Schedule of Project Expenditures" are true and correct and based on actual expenditures by the Project Sponsor for the referenced PMC project; that grant reimbursement/payment from the State of Illinois has not been received for these costs; and that the costs are in accordance with provisions of the Department of Natural Resources Public Museum Capital Grants Program (23 IL Adm Code 3200).

\_\_\_\_\_  
(Name & Title)

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

ATTESTED BY: \_\_\_\_\_  
(Signature of local agency's Chief Fiscal Officer)

**Note:** This form should show all project expenditures including ones for the professional services contracts and the publicly bid contracts shown on Attachment B. The billing total on this page should match the "Total" amount on the Project Billing Form.

**Development Project Status Report**  
 (Reports due January 1st, April 1st, July 1 and October 1st)  
 Failure to submit a status report will result in no reimbursement.

Project #: \_\_\_\_\_ Project Sponsor: \_\_\_\_\_  
 Project Title: \_\_\_\_\_  
 Project SITE: Congressional Dist: \_\_\_\_\_ Legislative (Senate) Dist: \_\_\_\_\_ Representative (House) Dist: \_\_\_\_\_  
 DNR Grant Administrator: \_\_\_\_\_

**Check appropriate box:**

- If applicable, currently addressing environmental requirements listed on the CERP form.  
 Archaeological survey required, date submitted: \_\_\_\_\_ OR anticipated date of submittal: \_\_\_\_\_  
 Wetland development plans required, date submitted: \_\_\_\_\_ OR anticipated date of submittal: \_\_\_\_\_
- Project currently in design stage. Anticipated bid advertisement date: \_\_\_\_\_  
 All necessary construction permits secured:  Yes  No If no, describe on back of page what permits are still needed and their status)
- Draft Bid Documents include compliance requirement that contractors pay State Prevailing Wages.  
 Prevailing Wage Act (820 ILCS 130/0.01-12)  Yes  No (If no, explain non-compliance on back of page. This question must be answered before project can be "out to bid".
- Project currently out to bid or bids received  
 Anticipated construction start date: \_\_\_\_\_ Anticipated completion date: \_\_\_\_\_
- Project under construction (approx. percentage completed)  < 25%  25%  50%  75%  90%  
 (provide brief description of work completed and remaining to be done in Comments Section)
- Project construction complete. Anticipated Final Billing submittal date: \_\_\_\_\_

For July 1 Status Report only, dollar amount of incurred costs from **date of award** to present. Incurred costs represent actual payments made by the sponsor that have not yet been billed to the State. \$ \_\_\_\_\_.

**Comments**

Prepared by: \_\_\_\_\_ Date: \_\_\_\_\_

Mail to: IDNR, Office of Grant Management & Assistance, One Natural Resources Way, Springfield, IL 62702  
 Email: [dnr.grants@illinois.gov](mailto:dnr.grants@illinois.gov)



1.) PUBLIC MUSEUM INFORMATION

Museum Name:	Lombard Historical Society
Project Title:	Carriage House Expansion-Core Operations
Address at Project Site:	23 W. Maple Street
	Lombard, IL 60148
Museum Web Site Address:	lombardhistory.org
Year Est:	

IL Senate Dist. #:	24	County:	DuPage
IL House Dist. #:	48	Township:	York
U.S. Congressional District #:	6		

2.) CONTACT INFORMATION – PUBLIC MUSEUM

PUBLIC MUSEUM CEO		PUBLIC MUSEUM DESIGNATED CONTACT	
Name & Title:	Alison Costanzo	Name & Title:	Same as MUSEUM CEO
Address:	23 W. Maple Street	Address:	
	Lombard, IL 60148		
Phone #	630-629-1885	Phone #	
Fax #:		Fax #:	
Email address:	director@lombardhistory.org	Email address:	

3.) CONTACT INFORMATION – FISCAL SPONSOR (complete *only* if using a Fiscal Sponsor)

Organization:		CEO Name & Title:	
Address:		Fax #:	
Phone:		Email address:	

4.) PROJECT DESCRIPTION (Use allocated space only – do not attach additional sheet)

**Project Description:**

LHS would like to add a 1,800 square foot expansion to the addition of our 1887 Carriage House. The overall goals of this project are to move core operations into one building which would:

- Increase open hours to the public,
- Address visitor experience issues (confusion about how to start their experience and where to enter the museum)
- Create a dedicated gift shop in the same building as offices that will allow for seamless staff supervision,
- Implement safety and security recommendations 2020 CAP Assessment.

Public Museum Name: Lombard Historical Society

Project Title: Carriage House Expansion-Core Operations

Name of entity whose written procurement guidelines will be followed: Village of Lombard

Check to ensure entity holding title is a unit of local government:

**ESTIMATED PROJECT DEVELOPMENT COSTS**

- Clearly identify project costs to be expended with grant funds as well as matching funds (if applicable).
- Do not submit a lump sum budget.
- Costs should be broken down by major project components and budget categories.
- Contingency costs cannot be submitted as separate costs.
- Limit to number of lines needed to give a concise overview of the project costs.

Project Components (Itemized)	Cost Estimate Incurred by Public Museum Grant Funds	Cost Estimate Incurred by Grantee/Fiscal Agent (Match)	Construction Method **
Construction of Addition	612,0000		
Sanitary Manhole Relocation	7,000		
Existing Ceiling Spray-on Insulation	25,000		
Rekeying Existing Doors	7,000		
Exterior Security Lighting	10,000		
ADA Garaventa Lift	50,000		
A/E Fee	35,000		
CPA Audit	4,000		
<b>(Round to the nearest \$100)</b>	<b>TOTAL \$ 750,000</b>	<b>\$</b>	

\*\* Construction Method Key: C - Contract; SS - Sole Supplier

(Note: The value of donated materials and donated (volunteer) labor are not eligible for reimbursement but can be used to reduce overall costs. Force account labor is not an eligible capital expenditure.)

Total Estimated Project Costs: \$ 750,000

If applicable, identify architectural/engineering firm or firms to be used in completing project: Flint Architects

# UNIFORM APPLICATION FOR STATE GRANT ASSISTANCE

## Applicant Completed Section

### Applicant Information

16. Legal Name (Name used for Data Universal Number System (DUNS) registration and grantee pre-qualification):

The Lombard Historical Society, Inc.

17. Common Name (Doing Business As-DBA):

18. Employer/Taxpayer Identification Number (EIN, TIN): 23-7114585

19. Organizational Data Universal Number System (DUNS) Number: 053491122

20. Federal System for Award Management Commercial And Government Entity Code (SAM Cage Code): 6K6A9

21. Business Address:

Street: 23 W. Maple Street

City: Lombard

State: IL County: DuPage

Zip+4: 60148

### Applicant's Organization Unit

22. Department Name: N/A

23. Division Name: N/A

### Applicant's Name and Contact Information for Person to be Contacted for Program Matters Involving this Application

24. First Name: Alison

25. Last Name: Costanzo

26. Suffix:

27. Title: Executive Director

28. Organizational Affiliation: Lombard Historical Society

29. Telephone Number: 630.629.1885

30. Fax Number:

31. E-mail Address: director@lombardhistory.org

### Applicant's Name and Contact Information for Person to be Contacted for Business/Administrative Office Matters Involving this Application

32. First Name: Alison

33. Last Name: Costanzo

34. Suffix:

35. Title: Executive Director

36. Organizational Affiliation: Lombard Historical Society

37. Telephone Number: 630.629.1885

38. Fax Number:

39. E-mail Address: director@lombardhistory.org

### Areas Affected

40. Areas Affected by the Project (cities, counties, state-wide):

Lombard, DuPage

41. Legislative and Congressional Districts of Applicant:

IL-6

42. Legislative and Congressional Districts of Program/Project:

IL-6

# UNIFORM APPLICATION FOR STATE GRANT ASSISTANCE

## Applicant's Project

43. Description Title of Applicant's Project (Text only for the Title of the Applicant's Project):

Carriage House Expansion-Core Operations

44. Proposed Project Term:

Start Date: May 29, 2020

End Date: December 31, 2021

45. Estimated Funding (include all that apply):

Amount Requested from the State:

\$750,000.00

Applicant Contribution (e.g., in kind, matching):

Local Contribution:

Other Source of Contribution:

Program Income:

### Applicant Certification:

By signing this application, I certify (1) to the statements contained in the list of certifications\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil or administrative penalties. (U.S. Code, Title 218, Section 1001)

(\* The list of certification and assurances, or an internet site where you may obtain this list is contained in the Notice of Funding Opportunity.

I Agree

## Authorized Representative

46. First Name: Alison

47. Last Name: Costanzo

48. Suffix: \_\_\_\_\_

49. Title: Executive Director

50. Telephone Number: 630.629.1885

51. Fax Number: \_\_\_\_\_

52. E-mail Address: director@lombardhistory.org

  
53. Signature of Authorized Representative:

May 29, 2020

Date Signed - Authorized Representative:

**UNIFORM APPLICATION FOR STATE GRANT ASSISTANCE**

**Agency Completed Section**

1. Type of Submission: Pre-application  Application  Change/Corrected Application   
2. Type of Application: New  Continuation (i.e. multiple year grant)  Revision (modification to initial application)   
3. Completed by State Agency upon Receipt of Application

**RECEIVED**

Date Received by State: \_\_\_\_\_ Time Received by State: \_\_\_\_\_

**MAY 29 2020**

4. Name of the Awarding State Agency: Illinois Department of Natural Resources *Dept. of Natural Resources*  
5. Catalog of State Financial Assistance (CSFA) Number: 422-94-1164 *Grant Management & Assistance*  
6. CSFA Title: Public Museum Capital

**Catalog of Federal Domestic Assistance (CFDA)**

Not Applicable

7. CFDA Number: \_\_\_\_\_  
8. CFDA Title: \_\_\_\_\_  
9. CFDA Number: \_\_\_\_\_  
10. CFDA Title: \_\_\_\_\_

**Funding Opportunity Information**

11. Funding Opportunity Number: 2020.MUSEUM  
12. Funding Opportunity Title: FY20 Public Museum Capital Grant Program  
13. Funding Opportunity Program Field: \_\_\_\_\_

**Funding Opportunity Information**

Not Applicable

14. Competition Identification Number: \_\_\_\_\_  
15. Competition Identification Title: \_\_\_\_\_

**1.) PUBLIC MUSEUM INFORMATION**

<b>Museum Name:</b>	<u>Lombard Historical Society</u>
<b>Project Title:</b>	<u>Carriage House Expansion-Core Operations</u>
<b>Address at Project Site:</b>	<u>23 W. Maple Street</u> <u>Lombard, IL 60148</u>
<b>Museum Web Site Address:</b>	<u>lombardhistory.org</u>
<b>Year Est:</b>	

<b>IL Senate Dist. #:</b>	<u>24</u> ✓	<b>County:</b>	<u>DuPage</u>
<b>IL House Dist. #:</b>	<u>48</u> ✓	<b>Township:</b>	<u>York</u>
<b>U.S. Congressional District #:</b>	<u>6</u> ✓		

**2.) CONTACT INFORMATION – PUBLIC MUSEUM**

<b>PUBLIC MUSEUM CEO</b>		<b>PUBLIC MUSEUM DESIGNATED CONTACT</b>	
<b>Name &amp; Title:</b>	<u>Alison Costanzo</u>	<b>Name &amp; Title:</b>	<u>Same as museum CEO</u>
<b>Address:</b>	<u>23 W. Maple Street</u> <u>Lombard, IL 60148</u>	<b>Address:</b>	
<b>Phone #</b>	<u>630-629-1885</u>	<b>Phone #</b>	
<b>Fax #:</b>		<b>Fax #:</b>	
<b>Email address:</b>	<u>director@lombardhistory.org</u>	<b>Email address:</b>	

**3.) CONTACT INFORMATION – FISCAL SPONSOR (complete only if using a Fiscal Sponsor)**

<b>Organization:</b>		<b>CEO Name &amp; Title:</b>	
<b>Address:</b>		<b>Fax #:</b>	
<b>Phone:</b>		<b>Email address:</b>	

**4.) PROJECT DESCRIPTION (Use allocated space only – do not attach additional sheet)**

**Project Description:**

LHS would like to add a 1,800 square foot expansion to the addition of our 1887 Carriage House. The overall goals of this project are to move core operations into one building which would:

- Increase open hours to the public,
- Address visitor experience issues (confusion about how to start their experience and where to enter the museum)
- Create a dedicated gift shop in the same building as offices that will allow for seamless staff supervision,
- Implement safety and security recommendations 2020 CAP Assessment.

6.) LOCAL GOVERNMENT

Public Museum Capital projects are funded using bond funds and therefore require the use and oversight of a public body's procurement guidelines to ensure the proper stewardship of said funds. Public museums applying for capital funds must also be operated by or located on land owned by a unit of local government. Specify the unit of local government:

The Village of Lombard

---

Describe the type of ownership or long-term lease agreement the public museum has for the property where the proposed project will be located (documentation required):

Intergovernmental Agreement

---

Provide the dates that the term of the lease agreement is in effect: 5/3/2018

What, if any, causes for early termination are in the agreement? \_\_\_\_\_

6.) PROJECT COSTS:

Construction Costs	\$ 712,000
A/E Design Fees	\$ 35,000
Archaeological Survey Costs	\$ 0
CPA Report Costs	\$ 3,000
<b>TOTAL PROJECT COSTS:</b>	<b>\$ 750,000</b>
<b>PUBLIC MUSEUM MATCH</b>	<b>\$ 0</b>
<b>GRANT FUNDS REQUESTED:</b>	<b>\$ 750,000</b>

*(total must be rounded down to the nearest \$100)*

7.) MATCHING FUNDS: (Information is required in all fields below)

The amount of matching funds required varies by the level of visitation for the preceding calendar year. (See administrative rules, section 3200.20)

Specify the attendance at the public museum's facility or facilities for the preceding calendar year: 12,540

Explain how it is calculated (documentation required): Monthly tally sheets that are imputed into a excel sheet

Check one:  Visitation is 300,000 or less (no match required). 100% funded up to \$750,000  
 Visitation is over 300,000 but less than 600,000 (1:1 match required). 50% match requirement up to \$750,000  
 Visitation is 600,000 or more (2:1 match required) 66.66% / 33.34% match requirement up to \$750,000

Based on above, specify total amount of matching funds required: \$ 0

Total Grant Funds Requested (cannot exceed \$750,000): \$ 750,000

**7.) MATCHING FUNDS (Continued): (Information is required in all fields below)**

Confirm status of matching funds (if required).

Specify the source of all matching funds. Specify the amount of matching funds being provided. Mark (X) if matching Funds are local government or private.

Source	Amount [ \$ ]	Local <input checked="" type="checkbox"/>	Private <input checked="" type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
<b>TOTAL</b>		<input type="checkbox"/>	<input type="checkbox"/>

If matching funds are not required list any outside funds that are committed toward the project:

In 2011, the Village of Lombard loaned the necessary funds needed to complete the project. Once completed the funds were reimbursed to the Village of Lombard. This arrangement has been discussed with the Village for this project and they are willing to assist LHS.

List any other grant program/funds, including IDNR grants, involved in the proposed project, previous or anticipated. If IDNR Grant funds are included, list applicable project numbers and give a brief status, indicating whether completed or ongoing.

If none, check box

**8.) MUSEUM OPERATING INFORMATION:**

Indicate the public museum's operating hours and days of the week: Tuesday-Friday 1pm-4 pm Saturday

If the public museum is open less than 1,000 hours per year, indicate the approximate number of hours: \_\_\_\_\_

Specify the public museum's annual operating expenditures: \$ 185,000

If a grant is awarded and once the project is complete, will this cause public museum's operations to grow even if it is just indirect costs? If so, how will the public museum sustain the larger operational costs?

By moving core operations into the Carriage House we would be able to expand open hours of the core exhibit, temporary exhibits and the gift shop to five days a week. This would allow LHS to open the Carriage house by two more days a week and add eight hours open to the public. We would maintain original operations of the Victorian Cottage but offer timed tours on the hour as well as expand exhibition space on the second floor which are currently being occupied by offices. Though the project is increasing open hours to the public it is streamlining overall operations and thus not increasing current operational cost.

Provide the Cost Ratio per Visitor vs. Operational Dollars: \$ 14.75

(example: total operational dollars + attendance = cost per visitor)



**9.) ADDITIONAL REQUIRED INFORMATION:**

List the paid professional staff person(s) (Name, Title, and Professional Organization/Training/Certification) responsible for implementing the project. There must be one paid professional employee as per administrative rules, section 3200.10.

Allison Costanzo, Executive Director, Lombard Historical Society. B.A. Art History Northern Illinois University, 2007, Masters Certificate Museum Studies, Northern Illinois University, 2008.

Education Coordinator- Lombard Historical Society 2010-2014  
Executive Director- St. Charles History Museum 2015-2020

Provide the Mission Statement of the public museum:

The mission of the Lombard Historical Society is to collect, preserve, interpret, and present Lombard's heritage. Currently, the Society operates two museums: The Sheldon Peck Homestead, an 1839 historic house built by nationally recognized folk art painter Sheldon Peck, stop on the Underground Railroad, recognized by the National Park Service Network to Freedom; and the Victorian Cottage Museum (also known as the Lombard Historical Museum), an 1883 historic house that offers five middle-class Victorian period rooms and one exhibit room. Also on the grounds of the Victorian Cottage, is the Carriage House that accommodates our core exhibit, temporary exhibits, program space, archive, and object collection for the Society.

Does the public museum present regularly scheduled programs and exhibits that use and interpret objects for the public?

No  Yes If yes, give a brief description:

Yes, LHS presents regularly scheduled programs including Brown Bag Lunches with outside speakers. Two or three rotating exhibits are staged annually in the Carriage House that incorporate collections and or archival materials, most recently, the current exhibit, Art & Artists of the Suffrage Movement, and in 2019, Building Lombard: 150 Years of the Lilac Village.

Describe the public museum's collections:

The Lombard Historical Societies collections include a research library; archival materials about the Sheldon Peck Family (Nationally known Folk Artist); materials relating to the Underground Railroad (Old Charlie); biographical information on historic residents of Lombard, Lombard business and residential property files; a photograph collection that consists of postcards, scrapbooks, loose photography, tintypes and glass negatives. Additionally, the collection consists of 3D objects related to Lombard's past, a framed fine art collection including works by Sheldon Peck, Charles Medln, Fredrick Schook, and a substantial textile collection.

Note: The Department of Natural Resources reserves the right to seek documentary back up to the assertions in the above answers.

**Resolution of Authorization**

Public Museum Name: Lombard Historical Society

Fiscal Sponsor (if applicable): \_\_\_\_\_

Project Title: **Carriage House Expansion-Core Operations**

Name of entity that holds title to the project site: **Village of Lombard**

Check to ensure entity holding title is a unit of local government:

As the official duly designated to represent the public museum, I do hereby certify that the information presented in this grant application is true and correct. I do further certify that the project, if approved for funding through the Illinois Public Museum Capital Grants Program, will comply with all terms, conditions and regulations of 1) the Public Museum Capital Grant program (23 IL Adm. Code 3200); 2) the Illinois Grant Funds Recovery Act (30 ILCS 705); 3) the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.); 4) Title VI of the Civil Rights Act of 1964, (P.L. 83-352); 5) the Age Discrimination Act of 1975 (P.L. 94-135); 6) the Civil Rights Restoration Act of 1988, (P.L. 100-259); and 7) the Americans with Disabilities Act of 1990 (PL 101-336); and will maintain the project area in an attractive and safe condition, keep the facilities open to the general public during reasonable hours consistent with the type of facility; and in the Project Agreement and that the public museum:

- a) Is a public museum that has been open to the public, for its instruction and enjoyment, for at least two years;
- b) Is located upon land owned by and/or operated by a unit of local government;
- c) Is an organized, permanent institution that is tax exempt under the regulations of the U.S. Internal Revenue Service;
- d) Meets generally accepted professional standards and/or is accredited in one of the following types of programs: American Alliance of Museums, American Association for State and Local History; Association of Zoos and Aquariums, American Public Gardens Association, and other appropriate organizations;
- e) Has a paid professional staff who commands an appropriate body of knowledge on presented subject matter;
- f) Cares for and owns or utilizes tangible objects;
- g) Is open to the public on a regular schedule and regularly collects attendance data and maintains sufficient records such that the attendance numbers can be audited;
- h) Presents regularly scheduled programs and exhibits that use and interpret objects for the public according to accepted standards;
- i) Has filed timely reports and complied with requirements for previous grant awards; and
- j) Can provide matching funds of the following amount. Check one:

no matching funds are required for a public museum with an attendance of 300,000 or less during the preceding calendar year; or

\$1 of matching funds for each \$1 of State money for a public museum with an attendance of over 300,000 but less than 600,000 during the preceding calendar year; or

\$2 matching funds for each \$1 of State money for a public museum with an attendance of 600,000 or more during the preceding calendar year.

Resolution of Authorization

The Lombard Historical Society hereby certifies and acknowledges that it has 100% of the funds necessary to complete the pending Public Museum Capital project within the timeframes specified herein for project execution, and that failure to adhere to the specified project timeframe or failure to proceed with the project because of insufficient funds or change in local priorities is sufficient cause for project grant termination which will also result in the ineligibility of the public museum for subsequent grant assistance from the IDNR programs in the next two (2) consecutive grant cycles following project termination.

It is understood that the project should be completed within the timeframe established in the project agreement and the reimbursement request must be submitted within one year of the expiration date. Failure to do so will result in the public museum forfeiting all project reimbursements and relieves the Illinois Department of Natural Resources from further payment obligation on the grant.

Any grant funds expended by the fiscal sponsor on behalf of this public museum, the chief executive officer of the public museum hereby certifies:

- 1) that there is an ongoing relationship between the public museum and the fiscal sponsor;
- 2) that the fiscal sponsor may incur expenses for the public museum's project; and
- 3) that the fiscal sponsor may pay for incurred expenses for the public museum's project;
- 4) that grant funds will be used specifically for the public museum's project; and
- 5) that grant funds received by the public museum for reimbursement of IDNR approved expenses will be submitted to the fiscal sponsor for settlement of paid expenses.

The public museum does further certify that there is an ongoing relationship between the museum and the fiscal sponsor; that the fiscal sponsor may incur expenses for the museum's project; and that grant funds will be used specifically for the public museum's project.

The public museum does hereby further certify that it will indemnify, protect and hold harmless the State of Illinois, Department of Natural Resources and its representatives from any and all liabilities, costs, damages or claims arising as a direct or indirect result of the actions and/or omissions of public museum or its representatives in the construction, operation or maintenance of the above referenced project, and that the proposed facility will be operated and maintained in an attractive and safe manner, and open and available to the public without regard to race, color, sex, national origin, age, disability or place of residence in accordance with #23 IL Adm. Code 3200.

This Statement was duly acted upon and adopted by the public museum on the May day of 29, 2020.

Public Museum Chief Executive Officer: Alison Costanzo Executive Director  
Print Name Title

Organization Name: Lombard Historical Society

Signature of Public Museum Chief Executive Officer: 

**Resolution of Authorization**

**The fiscal sponsor agrees to the statements on MC/DOC-2 page 2 and will perform the following fiscal duties for the public museum:**

The fiscal sponsor is an affiliated entity that may expend funds on behalf of this public museum for which this public museum will request reimbursement. The fiscal sponsor assumes legal accountability, fiduciary oversight, fiscal management and other administrative services of this public museum for the purposes of this grant. Any grant funds expended by the fiscal sponsor on behalf of this public museum, the chief executive officer of the public museum must sign a statement certifying:

- 1) that there is an ongoing relationship between the public museum and the fiscal sponsor;
- 2) that the fiscal sponsor may incur expenses for the public museum's project; and
- 3) that the fiscal sponsor may pay for incurred expenses for the public museum's project;
- 4) that grant funds will be used specifically for the public museum's project; and
- 5) that grant funds received by the public museum for reimbursement of IDNR approved expenses will be submitted to the fiscal sponsor for settlement of paid expenses.

**Fiscal Sponsor Chief Executive Officer:** \_\_\_\_\_

**Print Name**

**Title**

**Organization:** \_\_\_\_\_

**Signature of Fiscal Sponsor Chief Executive Officer:** \_\_\_\_\_

Instructions: Limit three, single spaced printed pages, minimum font size 11 point.

**1. Specifically describe how the grant funds will be used including identifying if they are only a component of a larger project.**

See Attachment.

**2. If the grant funds are to fund a component of a larger project, clearly describe the project as a whole. If this is not the case, please answer with "N/A."**

N/A

**3. Describe the museum's capital long-range planning process and the level of planning that has been undertaken for the proposed project.**

See Attachment.

### **MC/DOC-3: PROJECT NARRATIVE**

**1. Specifically describe how the grant funds will be used including identifying if they are only a component of a larger project.**

In 2011, the Lombard Historical Society (LHS) completed Phase I on its 1882 Carriage House expansion which created space for the core exhibit, programming, and increased space in the archives and collection area.

Many of the original goals and outcomes were achieved with the 2011 expansion of the Carriage House. Now, almost ten years later, it is apparent that further changes are necessary to address the overall needs of LHS, including safety concerns for staff and volunteers and workflow and visitor experience issues by reducing operations to one building, instead of three.

Main operations for LHS are located on the second floor of the Victorian Cottage; offices were moved to the second floor in 2011-12 when the core exhibit on the history of Lombard was moved into the Carriage House. The FT Executive Director and PT Education and Program Coordinators' offices are located in the Victorian Cottage, while the Archivist works on the second floor of the Carriage House.

As part of operations for LHS, the only printer used for day to day operations and projects is located on the second floor of the Archive. The decision to place the printer in the archives was so the Archivist would not have to transport collections between buildings to make copies for research requests and other tasks. This decision has made it so that non-collections work performed by other staff is being done in the archival space. This is not only limited to daily office tasks, but includes exhibition preparations, volunteer projects, and meeting documents.

This situation impedes the purpose of this space for the archives and collection. The space has been reconfigured to accommodate these day to day tasks, which has minimized the space for use for the archives and collections. Since the initial expansion, the collection and archives have grown but are now limited due to the current reconfiguration.

As operations have changed in the space, this has also increased the number of people coming and going in the archives and collections area throughout the day. Additionally, with the added activity in the archive and collections area, it has become apparent that there is an insulation issue in the original part of the building that wasn't addressed in 2011. If this project were approved spray insulation would be applied and would create a more stable environment for the collection. Lastly, with the increased foot traffic in the archival area, core operations taking place in three buildings and storage issues all resulted in safety and security concerns being identified in our 2020 CAP assessment.

If LHS were to receive the necessary grant funds to complete this project, the aforementioned issues and concerns would be addressed as all day to day operations for LHS would be moved into the proposed new addition. This area would then be monitored by not just one staff member, but the entire staff, as all offices would be centrally located on the main floor of the new addition, except for the Archivist, who would remain on the second floor. Furthermore, archival and collections could be reconfigured for growth and new fine art storage created. More importantly, having all operations in one building addresses the storage, safety and security concerns from our 2020 CAP Assessment.

In addition, this project would address how we engage visitors, researchers and other members of the public at the Victorian Cottage, Carriage House and gift shop. With our current set up and limited staff, visitors struggle to see where they should begin their visit, where to go for archival appointments, and most are

**4. Describe how the overall project will improve the public museum's ability to meet its mission, enhance the experience of existing audiences, and expand its audiences, including reaching diverse and under-served groups.**

See Attachment.

**5. Describe the level of community support for this project. Include documentation in Attachment 8.**

See Attachment.

**6. Describe how the project will meet community needs as it relates to question 5 above.**

See Attachment.

**8. Describe the public museum's ability to complete the project successfully including the availability of adequate financial resources, recognizing that the grant funds are distributed on a reimbursement basis.**

See Attachment.

unaware that we have a gift shop. Though there is signage on the property to direct visitors, having multiple locations for operations is confusing and at times has left visitors frustrated. By moving all of these operations into one building, it provides a cohesive experience for visitors, the entire staff is able to monitor who is coming and going from the property, and the gift shop is now integrated into the day to day operations. LHS would also be able to increase its operating hours by having its core and temporary exhibit space open five days a week.

**3. Describe the museum's capital long-range planning process and the level of planning that has been undertaken for the proposed project.**

As the new Executive Director, effective April 2020, undertaking a project of this magnitude might seem sudden. However, prior to my new position, I worked for LHS from 2010-2014 as Educator and Victorian Site Coordinator. I also have remained involved with the organization as a regular volunteer. Prior to my return, I consulted with the former Executive Director who informed me about the IDNR grant and we discussed the current needs of LHS. Upon returning, I spoke with the staff one on one, and we then completed an intensive all staff meeting to discuss the proposed project.

Based on these conversations, staff was able to reach out to the original architect of the Carriage House Expansion in 2011, and he was able to put together a comprehensive architectural rendering, project cost, and timeline for the project. These plans were then discussed again with staff, the current Board President and incoming Board President for additional feedback. After final renderings were completed, discussions with the Village Manager and the Director of Community Development took place to discuss any potential issues or concerns as the LHS property belongs to the Village of Lombard.

If this grant is awarded, the Village of Lombard is again willing to work with LHS to make this project a reality and have it completed on time and on budget.

**4. Describe how the overall project will improve the public museum's ability to meet its mission, enhance the experience of existing audiences, and expand its audiences, including reaching diverse and under-served groups.**

As stewards of Lombard's heritage, the LHS mission is to collect, preserve, interpret, and promote the history of Lombard and to advocate for the community's heritage. This project would allow LHS to better engage our visitors and general public through our core exhibit on the history of Lombard and our rotating temporary exhibits. By moving all core operations to one building, visitors would have a cohesive experience with staff being better positioned to answer questions and engage with visitors one on one. Increasing operating hours makes the site(s) more accessible to our current audience and creates an opportunity to engage with new visitors who may be limited by our current operating hours vis-a-vis their work schedule.

By streamlining operations, we will be able to move the gift shop into the day-to-day visitor experience and generate new revenue for LHS. With this revenue, we will be able to increase the Education Coordinator responsibilities, or add a Museum Assistant position to develop new educational programming and bilingual supplementary material that will address diverse areas of our community.

**5. Describe the level of community support for this project. Include documentation in Attachment 8.**

The Village of Lombard has expressed enthusiastic support for the project as has the Historic Preservation Commission.



**6. Describe how the project will meet community needs as it relates to question 5 above.**

LHS is an active participant in many community events this project would allow us to better facilitate these activities; including our guided tours for the annual Lilac Time Festival, our community free ice cream social concerts in the summer, conducting property research for individuals and businesses, and providing additional operating hours for which the community can experience our core and temporary exhibits.

**8. Describe the public museum's ability to complete the project successfully including the availability of adequate financial resources, recognizing that the grant funds are distributed on a reimbursement basis.**

The Historical Commission of the Village of Lombard is our primary supporter and would assist us in fulfilling our financial obligations for this project.

Public Museum Name: Lombard Historical Society  
 Project Title: Carriage House Expansion-Core Operations  
 Name of entity whose written procurement guidelines will be followed: Village of Lombard  
 Check to ensure entity holding title is a unit of local government:

**ESTIMATED PROJECT DEVELOPMENT COSTS**

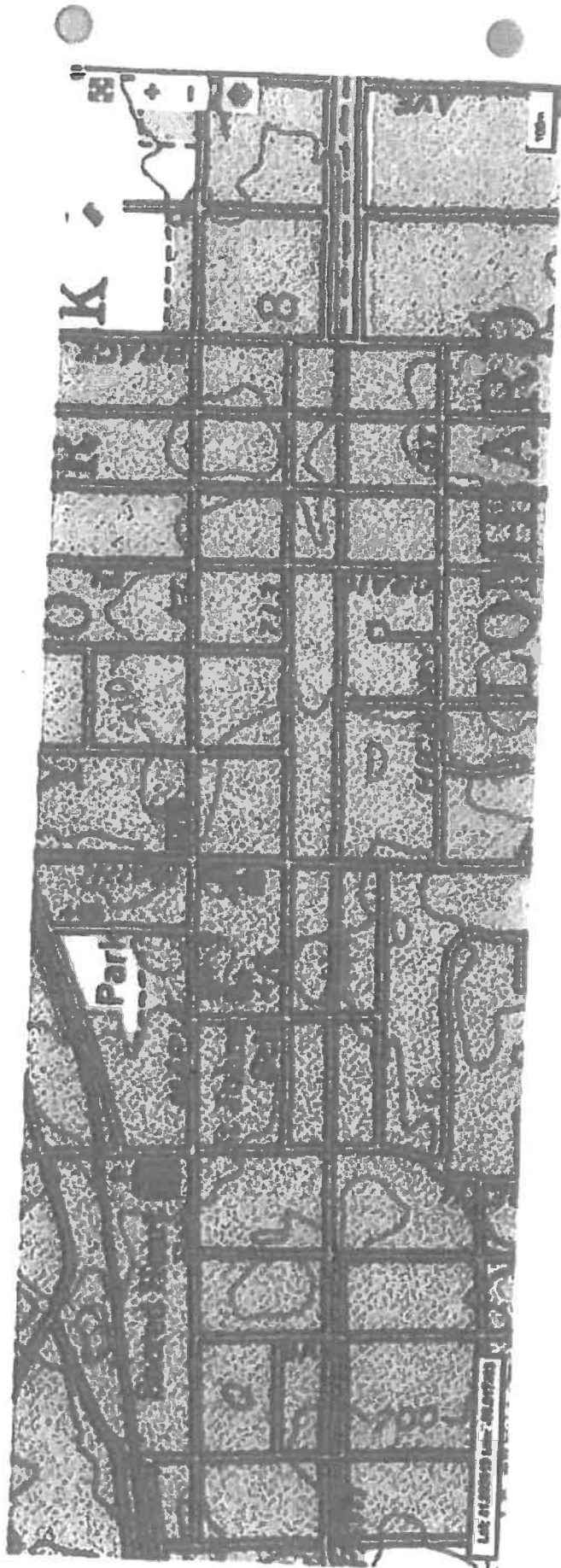
- Clearly identify project costs to be expended with grant funds as well as matching funds (if applicable).
- Do not submit a lump sum budget.
- Costs should be broken down by major project components and budget categories.
- Contingency costs cannot be submitted as separate costs.
- Limit to number of lines needed to give a concise overview of the project costs.

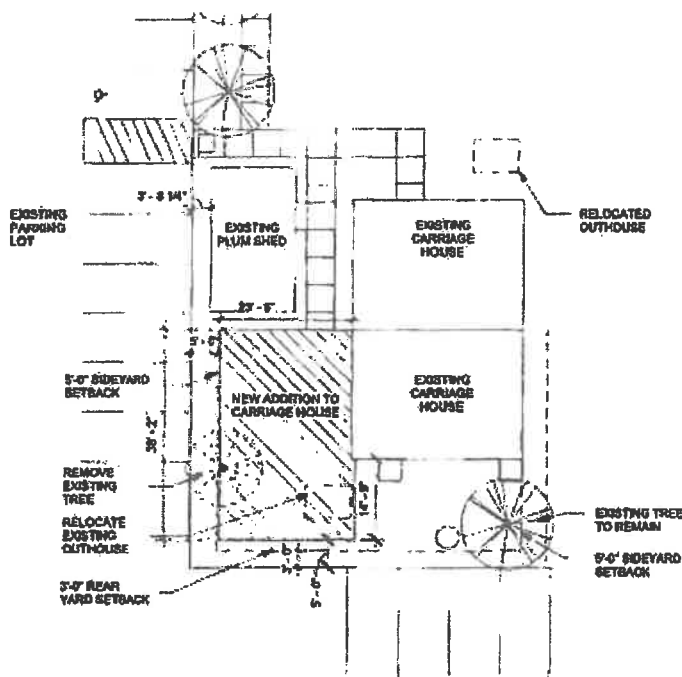
Project Components (Itemized)	Cost Estimate Incurred by Public Museum Grant Funds	Cost Estimate Incurred by Grantee/Fiscal Agent (Match)	Construction Method **
Construction of Addition	612,000		
Sanitary Manhole Relocation	7,000		
Existing Ceiling Spray-on Insulation	25,000		
Rekeying Existing Doors	7,000		
Exterior Security Lighting	10,000		
ADA Garaventa Lift	50,000		
A/E Fee	35,000		
CPA Audit	4,000		
(Round to the nearest \$100) <b>TOTAL</b>	<b>\$750,000</b>	\$	

\*\* Construction Method Key: C - Contract; SS - Sole Supplier

(Note: The value of donated materials and donated (volunteer) labor are not eligible for reimbursement but can be used to reduce overall costs. Force account labor is not an eligible capital expenditure.)

Total Estimated Project Costs: \$ 750,000  
 If applicable, identify architectural/engineering firm or firms to be used in completing project: Flint Architects

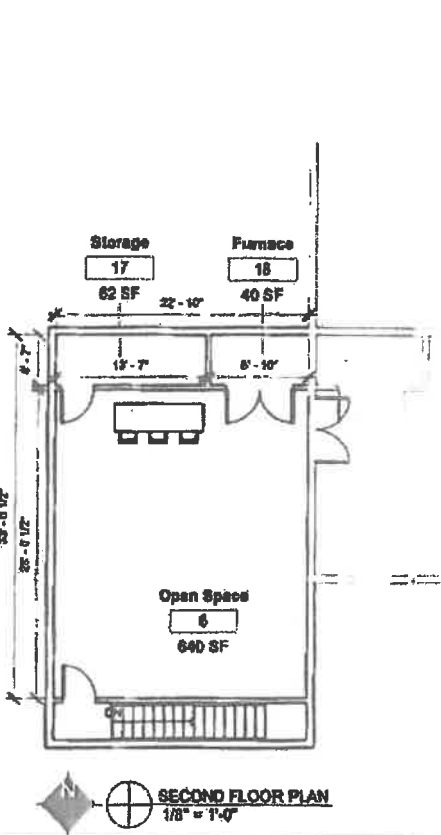
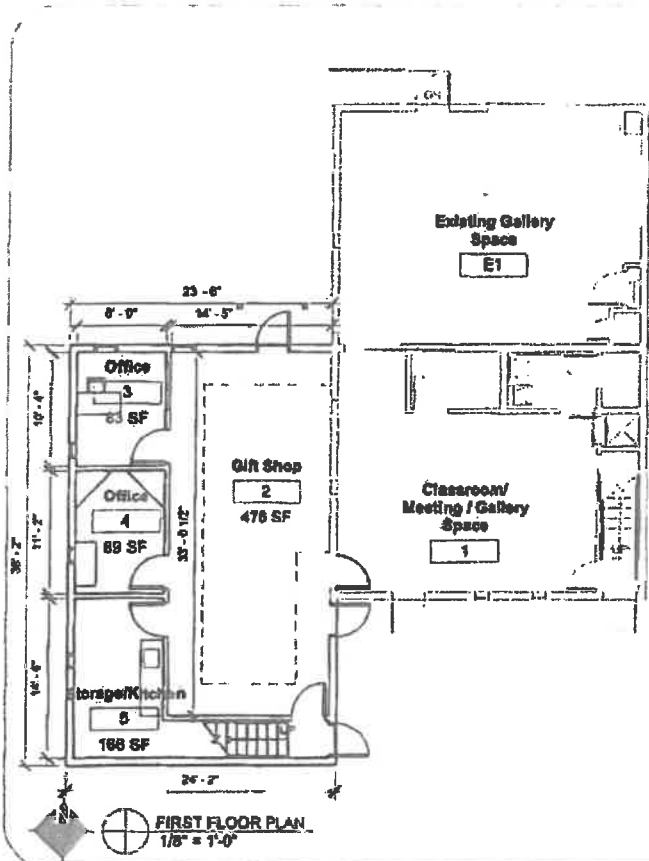




SITE  
 1/16" = 1'-0"

PROFESSIONAL ENGINEER STATE OF MASSACHUSETTS License No. 10101	
PROJECT TITLE Garage/House Addition 23 Westbury Road Concord, MA 01734	
DATE 06/27/20	SHEET NO. <b>21</b>
AS NOTED	

CONTRACT & PERMITS  
 PORTLAND, ME



Sheet Title

No. \_\_\_\_\_

Date \_\_\_\_\_

Project Name

Client Name

Address

City, State, Zip

Scale

Sheet No. **22**

Project No.

Revision

Drawn By

Checked By

Approved By

Project Manager

Architect

Engineer

Professional Seal



April 27, 2020

**Carriage House Addition  
Lombard Historical Society  
23 W. Maple Street  
Lombard, IL 60148  
Project No. 20013**

**Project Schedule**

<u>Item</u>	<u>Duration</u>
Construction Documents	12 weeks
Permit Review	5 weeks
Bidding	4 weeks
Contractor Award	1 week
Issue Permit	1 week
Site Prep & Preconstruction Meeting	1 week
Excavation & Concrete Foundation	4 weeks
Rough Plumbing & Electric	1 week
Framing, Windows & Roofing	6 weeks
Rough Electric, Plumbing & HVAC	6 weeks
Insulation	1 week
Drywall & Taping	2 weeks
Floor Installation	2 weeks
Painting	2 weeks
Electrical & Plumbing Trimming	1 week
Site Grading	1 week
Punchlist	<u>1 week</u>
<b>Total Project Time</b>	<b>48 weeks</b>