AGENDA
Infrastructure Committee
Monday, May 23, 2022
@ 2:00 PM
Sheriff's Office, Work Release Room
301 N. Maxwell Road

1. **Call to Order**

2. **Approval of Minutes**
   - April 25, 2022

3. **Informational Items / Reports / Other Minutes / Updates**
   - Greater Peoria Sanitary District Minutes
   - Facilities Master Plan
   - Public Meeting to provide input regarding the National Pollutant Discharge Elimination System (NPDES) Program

4. **Resolutions**
   - Professional Services Agreement for Glasford Road grant application
   - Quotations for Pavement Marking Materials
   - Quotations for Aggregate for Hallock Township road reconstruction
   - Agreement with Illinois Environmental Protection Agency for Dry Run Creek Erosion Mitigation Project
   - Engineering and Surveying Services for Dry Run Creek Erosion Mitigation Project

5. **Miscellaneous**

6. **Adjournment**
CALL TO ORDER
Chairman Salzer called the meeting to order at 2:00 p.m.

A motion to allow the participation of Ms. Pastucha via teleconference was made by Mr. Reneau and seconded by Ms. Duncan. The motion carried unanimously (4-0).

APPROVAL OF MINUTES
A motion to approve the minutes of February 28, 2022 was made by Ms. Duncan and seconded by Mr. Reneau. The motion carried unanimously (5-0; Ms. Pastucha voted aye via teleconference).

INFORMATIONAL
- Greater Peoria Sanitary District (GPSD) Minutes
Mr. Salzer noted that the minutes of March 15, 2022 included the President of St. Vincent de Paul Society addressing the District regarding tenant assistance with billing. Mr. Johnson noted that the Greater Peoria Sanitary District provides a low-income water assistance program, and is administered by PCCEO. He stated that information on the program can be found on the homepage of the GPSD website (gpsd.org) or by contacting PCCEO.

- Facilities Master Plan
Mr. Little provided an update on FY2022 budgeted projects, including:
  - A portion of the equipment on order for the County Boardroom AV upgrade has been delivered although the project will not begin until all parts have been received. The project is anticipated to begin by the 3rd quarter of 2022.
  - A domestic hot water boiler located at the Jail is currently inoperable. A purchase order has been issued and parts have been ordered.
  - The Space Optimization Project for the Public Defender’s Office and IT continues.
  - A Purchase Order for tree removal at the Hanna City Work Camp has been issued.
  - An application for grant funding has been submitted which would assist in repair work on the courthouse plaza.
Illinois Department of Transportation Documentation Review of 2020 and 2021 County MFT Funds and Township Road District MFT Funds

Mr. Gilles advised that IDOT has completed an audit of Motor Fuel Tax Funds and Township Motor Fuel Tax Funds for 2020 and 2021 and has found the funds to be in compliance with IDOT policies.

RESOLUTIONS

- **Engineering Services Agreement for various Land Surveying Services**
  A motion to approve was made by Ms. Duncan and seconded by Mr. Reneau. Mr. Gilles advised that the three-year contract with Mohr & Kerr Engineering and Land Surveying expired in 2021. He advised that staff requests entering into a new three-year agreement with Mohr & Kerr.

  The motion to approve carried unanimously (5-0; Ms. Pastucha voted aye via teleconference).

- **Financial Commitment of Local Funds for reconstruction of Sheridan Road**
  A motion to approve was made by Ms. Duncan and seconded by Mr. Reneau. Mr. Gilles advised staff is in the application process for the next round of Surface Transportation Block Grant funding for FY2025 and FY2026. He stated that they are going to apply for the grant funds would provide for the reconstruction of Sheridan Road between Northmoor Road and Glen Avenue. He stated that as part of the application process, the County is required to provide a resolution of support for the application from the County Board.

  The motion to approve carried unanimously (5-0; Ms. Pastucha voted aye via teleconference).

- **Intergovernmental Agreement with City of Peoria for Highway Structure Inspections within the City**
  A motion to approve was made by Mr. Reneau and seconded by Ms. Duncan. Mr. Gilles advised Peoria County originally entered into an Intergovernmental Agreement with the City of Peoria in 2012 to perform bridge inspections for the City. He stated that the current agreement expires June 1, 2022 and staff requests a 5-year renewal of the agreement.

  The motion to approve carried unanimously (5-0; Ms. Pastucha voted aye via teleconference).

- **Motor Fuel Tax Appropriation for guardrail repairs**
  A motion to approve was made by Ms. Duncan and seconded by Mr. Reneau. Mr. Gilles advised that several guardrail locations have sustained damage and are in need of repair and staff requests an appropriation of $250,000.00 from the Motor Fuel Tax Fund to repair damaged areas.

  The motion to approve carried unanimously (5-0; Ms. Pastucha voted aye via teleconference).

- **Motor Fuel Tax Appropriation for Cedar Hills Drive pavement resurfacing**
  A motion to approve was made by Mr. Reneau and seconded by Mr. Dillon. Mr. Gilles advised that a portion of Cedar Hills Drive is deteriorating and in need of resurfacing and staff request an appropriation of $1,000,000.00 from the Motor Fuel Tax Fund for the project.

  The motion to approve carried unanimously (5-0; Ms. Pastucha voted aye via teleconference).

- **Peoria County Courthouse Fire Alarm Inspection Contract**
  A motion to approve was made by Ms. Duncan and seconded by Mr. Reneau. Mr. Little advised that the contract with Johnson Controls for support and annual inspection of the fire alarm system at the courthouse has expired. He requests approval of a new 5-year contract with Johnson Controls beginning May 1, 2022 and expiring April 30, 2027.

  The motion to approve carried unanimously (5-0; Ms. Pastucha voted aye via teleconference).
• **Peoria County Jail 2022 Competitive Large Incentive Project (CLIP)**
A motion to approve was made by Ms. Duncan and seconded by Mr. Dillon. Ms. Cottrell advised that staff worked with Ameren approved vendor Environmental Control Solutions, Inc. to apply for Ameren Illinois’ Competitive Large Incentive Project. She stated that the application has received pre-approval for upgrades to the chilled water system for several air handlers at the Jail. She advised that the approximate $25,659.00 incentive comprises 35-36% of the project with a return on investment of 3.8 years.

The motion to approve carried unanimously (5-0; Ms. Pastucha voted aye via teleconference).

**DISCUSSION**

• **2022 Fuel Budget**
Ms. McLaren discussed the recent increase in fuel costs, and noted that the Highway Department purchases and oversees the fuel for not just the Highway units but law enforcement, animal control, and pool cars as well. She stated that the Finance Department has assisted in a cost comparison and budget comparison of 2021 and 2022 fuel expenses. Ms. McCord commented that diesel fuel costs have increased 20% and unleaded fuel has increased 14% since January 1, 2022. She anticipates further increase over the summer months as well. She stated that the Highway Department is currently trending at approximately 1/3 of their fuel budget through the first quarter of 2022.

**MISCELLANEOUS**

Mr. Reneau noted that Glen Avenue from Knoxville Avenue to Sheridan Road will be reduced to one lane beginning this week in order to relocate utilities prior to reconstruction of the roadway. He stated that the concerns of several area residents regarding access to the roadway are being addressed.

**ADJOURNMENT**
The meeting was adjourned by Chairman Salzer at 2:48 p.m.

*Recorded and Transcribed by: Jan Kleffman*
At the hour of 9:41 A.M., Tuesday, April 19, 2022, the Board of Trustees of The Greater Peoria Sanitary and Sewage Disposal District held a public hearing to consider the Combined Annual Budget and Appropriation Ordinance for the fiscal year beginning May 1, 2022, and ending April 30, 2023. Chairperson Bender called for public comment on the Tentative Combined Annual Budget and Appropriation Ordinance. At 9:42 A.M., during which time no members of the public appeared to comment, Chairperson Bender closed the public hearing.

The regular meeting of the Board of Trustees of the Greater Peoria Sanitary and Sewage Disposal District was held on Tuesday, April 19, 2022, at the office of the District, 2322 South Darst Street, in the City and County of Peoria, State of Illinois, and within the boundaries of said District at the hour of 9:44 A.M.

Chairperson Bender declared that an in-person meeting with all members present is not practical or prudent due to the state-declared public health emergency relating to COVID-19. In compliance with the Governor of Illinois’ Executive Order in Response to COVID-19 (COVID-19 Executive Order No. 5), dated and executed March 16, 2020, and further Executive Orders, roll call showed the following individuals were present via teleconference: Trustee Thomas Broadway Jr., Trustee Stephen M. Morris, Trustee Heather L. McCord, and Trustee Robert C. Gates. The following individuals were present in person: Trustee Matthew R. Bender, Attorney James Kane, Executive Director Brian F. Johnson, Director of Finance Joseph C. Merkle, Director of Administration Michelle R. Mortland, Director of Operations James E. Sloan, and Director of Planning and Construction Timothy F. Leach. All members could hear each another in discussion and testimony.

Chairperson Bender stated that there was a quorum, and that the meeting was duly and legally convened for the transaction of business.

Chairperson Bender next opened the meeting for public participation. Comments from the public were solicited via e-mail on the District’s website, as well as in person. Cheryl Budzinski, League of Women Voters, attended the meeting in person, but had no comments. There being no further response, the public participation period was closed.

Operating reports for the Finance, Administration, Operations, and Planning and Construction Departments were thereafter discussed with various questions answered thereto.

Chairperson Bender asked if any items should be removed from the Consent Agenda which included: approval of the minutes of the regular meeting held on Tuesday, March 15, 2022; payment of the list of bills totaling $1,893,449.29; approval of the Investment Committee’s recommendations for the following investments: PMA Financial - US Treasury Note, in the amount of $1,000,000.00 for a term of 12 months with a 1.80% yield and Commerce Bank – US Treasury Note, in the amount of $1,000,000.00 for a term of 12 months with a 1.80% yield; and authorization of delinquent accounts listed as Batch #209 Illinois American Water Company and Batch #108 Village of Peoria Heights be forwarded for disconnection from service in accordance with the applicable water shutoff arrangements; approval of the FY 23 Schedule of Meetings; Approval of the FY 23 Strategy Summary; Approval of FY 23 Minimum Investment Reserve
Resolution; Approval of FY 23 Legislative Initiatives Resolution; and Ratification of FY 22 Actions of the Investment Committee. Trustee Mc Cord moved to approve the items on the Consent Agenda, seconded by Trustee Gates. Following discussion and, upon Chairman’s motion and upon roll call vote being taken, Trustees Broadway, Morris, Mc Cord, Bender, and Gates voted “Aye” and there were no “Nays”. Chairperson Bender declared the items on the Consent Agenda approved.

Chairperson Bender stated the next item for consideration was the Combined Annual Budget and Appropriation Ordinance for the fiscal year ending April 30, 2023. Trustee Mc Cord presented Ordinance No. 646 titled:

“COMBINED ANNUAL BUDGET AND APPROPRIATION ORDINANCE OF THE GREATER PEORIA SANITARY AND SEWAGE DISPOSAL DISTRICT FOR THE FISCAL YEAR BEGINNING MAY 1, 2022 AND ENDING APRIL 30, 2023.”

and moved for its adoption, which motion was seconded by Trustee Gates. Following discussion and on roll call vote being taken, Trustees Broadway, Morris, Mc Cord, Bender, and Gates voted “Aye” and there were no “Nays”. Chairperson Bender stated that the motion carried and such Ordinance adopted and ordered the same recorded in the minutes. A copy of the Ordinance is attached to these minutes.

Chairperson Bender stated the next item to be considered was user charge rates for the coming fiscal year. Trustee Morris presented Ordinance No. 647 titled:

“AN ORDINANCE AMENDING ORDINANCE NO. 571 OF THE GREATER PEORIA SANITARY AND SEWAGE DISPOSAL DISTRICT ENTITLED AN ORDINANCE ADOPTING CHARGES FOR THE DISCHARGE OF DOMESTIC WASTEWATER AND COMMERCIAL AND INDUSTRIAL WASTES TO THE WASTEWATER FACILITIES OF THE GREATER PEORIA SANITARY AND SEWAGE DISPOSAL DISTRICT, PROVIDING PENALTIES FOR VIOLATIONS THEREOF, AND REPEALING CERTAIN ORDINANCES THEREIN NAMED IN THE GREATER PEORIA SANITARY AND SEWAGE DISPOSAL DISTRICT OF PEORIA COUNTY, ILLINOIS”

and moved adoption of the Ordinance, which motion was seconded by Trustee Gates. Following discussion and on roll call vote being taken, Trustees Broadway, Morris, Mc Cord, Bender, and Gates voted “Aye” and there were no “Nays”. Chairperson Bender stated that the motion carried and such Ordinance adopted and ordered the same recorded in the minutes. A copy of the Ordinance is attached to these minutes.
Chairperson Bender stated the next item to be considered was tax abatement. Trustee McCord presented Ordinance No. 648 titled:

“AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2022 TO PAY THE PRINCIPAL OF AND INTEREST ON GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE), SERIES 2021, OF THE GREATER PEORIA SANITARY DISTRICT, PEORIA COUNTY, ILLINOIS.”

and moved adoption of the Ordinance, which motion was seconded by Trustee Broadway. Following discussion and on roll call vote being taken, Trustees Broadway, Morris, McCord, Bender, and Gates voted “Aye” and there were no “Nays”. Chairperson Bender stated that the motion carried and such Ordinance adopted and ordered the same recorded in the minutes. A copy of the Ordinance is attached to these minutes.

The Executive Director next recommended adopting the FY 2023 Base Salary Ranges for Salaried Employees. Trustee McCord moved to approve the recommendation, which motion was seconded by Trustee Broadway. Following discussion and on roll call vote being taken, Trustees Broadway, Morris, McCord, Bender, and Gates voted “Aye” and there were no “Nays”. Chairperson Bender declared the motion carried.

The Executive Director next advised that Trustee compensation is reviewed annually. Chairperson Bender recommended no change and noted that Trustee compensation has remained unchanged since May 1999. Upon Chairman’s motion, following discussion, and on roll call vote being taken, Trustees Broadway, Morris, McCord, Bender, and Gates voted “Aye” and there were no “Nays”. Chairperson Bender declared the motion carried.

The Executive Director next updated the trustees regarding various topics, including the Illinois Legislative Summary and the Levee Grant Timeline.

There being no further business to come before the Board, the Chairperson declared the meeting adjourned at 10:30 A.M.
<table>
<thead>
<tr>
<th>PRIORITY</th>
<th>FACILITY</th>
<th>PROJECT</th>
<th>ISSUE</th>
<th>SOLUTION</th>
<th>STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Courthouse</td>
<td>AV Systems Upgrade</td>
<td>The Peoria County Board &amp; Committee meeting rooms AV Systems are outdated and will not support current technology for online streaming of meetings</td>
<td>Issue RFP for Solutions</td>
<td>Configuration has been finalized and PO issued. Expect delivery 3rd quarter 2022.</td>
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<tr>
<td>JDC</td>
<td>Cooling Tower Replacement</td>
<td>The existing Air Coil cooling tower has excessive corrosion, calcium deposits, and leaks in multiple locations.</td>
<td>Replace Cooling Tower</td>
<td>Project Complete</td>
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<tr>
<td>JAIL</td>
<td>AHU 13 &amp; 14 Controllers</td>
<td>As part of the 2019-2020 controllers upgrade project at the Jail all AHU controllers were not upgraded due to budget.</td>
<td>ECSI to furnish, install, and configure new controllers for AHU-13 &amp; AHU-14.</td>
<td>Project Completed</td>
<td></td>
</tr>
<tr>
<td>JAIL</td>
<td>Domestic Hot Water Boiler Repair</td>
<td>One of the domestic hot water boilers has failed at the jail.</td>
<td>Issue PO to Ruyle for repair of boiler. Furnish &amp; install replacement hot water coils, plates, &amp; gaskets.</td>
<td>Waiting on vendor resources</td>
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<tr>
<td>JAIL</td>
<td>2022 CLIP Project</td>
<td>HVAC energy savings opportunities at Peoria County Jail</td>
<td>Apply for 2022 CLIP Project, that upgrades VAV controls on AHU 13&amp;14 and upgrades chilled water system.</td>
<td>Approved at May County Board Meeting. PO has been issued.</td>
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<tr>
<td>Courthouse</td>
<td>IT Space Optimization &amp; Public Defender Office Space</td>
<td>Office Space for Public Defender &amp; Space Optimization for IT</td>
<td>Engage Dewberry in interior remodel study of recorder of deeds space for Public Defender and optimization of current IT space for IT.</td>
<td>Department analysis and space interior study currently in process with Public Defender and IT.</td>
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<tr>
<td>One Tech Plaza</td>
<td>Carpet &amp; Paint</td>
<td>State of Illinois requested new carpet &amp; paint as part of new 5 year lease that started January 01, 2021</td>
<td>Cost of carpet &amp; paint to be paid by State of Illinois as part of the Syr lease.</td>
<td>Project Complete</td>
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<tr>
<td>Courthouse</td>
<td>County Clerk and Recorder of Deeds</td>
<td>The County Clerk and Recorder of Deeds functions have been combined and the space on the first floor needs to be remodeled to accommodate these functions.</td>
<td>Remodel the current County Clerk area to accommodate this merger of functions.</td>
<td>Project completed 12-12-17.</td>
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<tr>
<td>Courthouse</td>
<td>Circuit Clerk and Exterior Building Water Infiltration Issue</td>
<td>Water is infiltrating the building on the Jefferson Street side and running into the Circuit Clerk Office area.</td>
<td>Investigate where and how the water is infiltrating the building and eliminate the problem.</td>
<td>Project substantially complete 08-16-19.</td>
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<tr>
<td>Courthouse</td>
<td>New Front Doors</td>
<td>Access/Egress security</td>
<td>Renovate all entry and exit points including Sally Port</td>
<td>Needs Funding</td>
<td></td>
</tr>
<tr>
<td>Courthouse</td>
<td>Judges Break Area</td>
<td>Area has original appliances and casework.</td>
<td>Update the appliances and casework.</td>
<td>Completed 04-08-19.</td>
<td></td>
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<tr>
<td>Courthouse</td>
<td>Courts Remodel</td>
<td>Multiple deficiencies per current courts standards</td>
<td>Study, reprogram, plan and design upgrades</td>
<td>Courtrooms 123, 222, 322, 221, and 121 completed and operational</td>
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<tr>
<td>Courthouse</td>
<td>KVO Memorial</td>
<td>Create a war memorial honoring all veterans that have died while in service for all conflicts since WWII.</td>
<td>KVO Committee was created to define, fund raise, and construct a war memorial honoring all veterans that died in duty since WWII.</td>
<td>Work substantially complete on October 5, 2018. Dedication was October 20, 2018. Third statue due by Spring of 2021.</td>
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<tr>
<td>Courthouse</td>
<td>Domestic Hot Water</td>
<td>The 3rd domestic hot water line that runs from the &quot;Old Side&quot; to the &quot;New Side&quot; of the Courthouse is leaking and needs to be replaced.</td>
<td>Replace the 3rd galvanized pipe and fittings with 3&quot; PEX pipe and fittings.</td>
<td>Infrastructure Committee and Board approved the project in May with Illini Plumbing. Work completed 06-29-20.</td>
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<tr>
<td>Brandywine Building</td>
<td>Election Commission Relocation</td>
<td>The Election Commission needs to vacate the City owned facility. New accommodations need to be found and fit-out for this move.</td>
<td>A lease has been entered into to allow for the Election Commission to relocate. The new facility needs to be properly fit-out.</td>
<td>Project was Substantially Complete on Monday, 09-17-18. User Group has moved into the Space 08-12-18.</td>
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<tr>
<td>Jail</td>
<td>Jail Fire Alarm System Upgrade Phase II</td>
<td>The Fire Alarm System (FAS) in the 1985 portion of the Jail is obsolete. The FAS in the Addition does not integrate with the Original Jail FAS. A new code compliant and UL Listed FAS will resolve these issues.</td>
<td>Replace both FAS with a single code compliant and UL Listed system</td>
<td>Project Complete</td>
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<tr>
<td>Jail</td>
<td>Jail Central Control</td>
<td>Central Control equipment at the Jail is the original from 1985 and controls doors, alarms, cameras. It provides the electronic backbone of Jail Security.</td>
<td>Final phase of project. Update cell block guard stations/control centers; intercom systems; and additional video cameras</td>
<td>Project complete.</td>
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<tr>
<td>Jail</td>
<td>Jail Generator / Transfer Switch</td>
<td>Generator and transfer switch for 1985 Jail have far exceeded useful life and parts are not available. 24/365 power is necessary at the Jail.</td>
<td>Replace generator and transfer switch for 1985 Jail</td>
<td>Project Completed</td>
<td></td>
</tr>
<tr>
<td>Jail</td>
<td>Jail Improvements</td>
<td>Mechanical systems in cell blocks of 1985 jail need replacement.</td>
<td>Electrical, Plumbing, HVAC, and Locks will be replaced in 1 cell block per year for next 8 years. AHUs 1-12 Upgrades are completed. Fire Alarm upgrade complete.</td>
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<td>Project</td>
<td>Description</td>
<td>Status</td>
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<tr>
<td>Jail Improvements</td>
<td>Cell locks at the Jail are beyond their useful life and require replacement. Replace locks in batches as funds are appropriated.</td>
<td>Ph 1 lock installation completed.</td>
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<tr>
<td>Jail Improvements</td>
<td>Cell locks at the Jail are beyond their useful life and require replacement. Replace locks in batches as funds are appropriated.</td>
<td>Ph 2 in Capital Budget for 2017 Jail Administration deciding on next cell block(s). PO to follow.</td>
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<tr>
<td>Jail Improvements</td>
<td>AHUs 1-9 are original 1983 Jail equipment. They operate on DOS based operating system and have minimal operating controls. Upgrade the operating system to Automated Logic System that is used in HO and JDC. Upgrade control valves and install VFDs.</td>
<td>AHUs 1-12 upgrades are completed.</td>
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<tr>
<td>Jail</td>
<td>The original rolling/locking gates of the original Jail have exhausted their useful life. New gates are required. Replace the East Side rolling/locking gate in 2107. Budget for the West Side rolling/locking gate in 2018 Capital Budget.</td>
<td>Project Funds diverted to Ring Road Phase 2: Jail Administration and Facilities are reviewing “work around” for East Gate operation.</td>
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<tr>
<td>Jail</td>
<td>Fire alarm panel, many detectors and related equipment is at or beyond its useful life. Phase 1 is to engage a consultant to design and develop specifications for a replacement system.</td>
<td>Phase I Completed. Phase II Work Awarded.</td>
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<td>Jail</td>
<td>Need expanded capacity. Study physical, operational and cost feasibility of expanding Jail.</td>
<td>Delayed.</td>
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<tr>
<td>Ring Road Repair</td>
<td>Wet weather this spring and summer has accelerated the life cycle replacement of the Jail’s ring road. Saw cut, remove, and replace multiple sections of concrete roadway.</td>
<td>Ph 1 completed 10-30-15.</td>
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<tr>
<td>Ring Road Repair</td>
<td>Wet weather this spring and summer has accelerated the life cycle replacement of the Jail’s ring road. Saw cut, remove, and replace multiple sections of concrete roadway.</td>
<td>Ph 2 completed on 12-01-17.</td>
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<tr>
<td>Ring Road Repair</td>
<td>Wet weather has accelerated the life cycle replacement need of the Jail’s ring road and loading dock area. Saw cut, remove, and replace multiple sections of concrete roadway and loading dock area.</td>
<td>C&amp;G Concrete completed several 2019 areas. The 2020 loading dock cost is estimated to be double the 2020 Capital Funds available. Bid Package on hold due to Covid 19.</td>
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<tr>
<td>Masonry Tuck Pointing</td>
<td>Several areas of the Jail show masonry wall deterioration. There is a need to repair the masonry walls for structural integrity and water infiltration elimination. Survey the exterior masonry walls, identify the areas that need attention, prepare and bid the repair work.</td>
<td>MWEA to provide a Scope-Of-Work so we can bid exterior masonry repairs. Covid 19 has this project on hold.</td>
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<tr>
<td>Gift Ave Roof and Fascia</td>
<td>Sloped roof and vertical fascia are beyond warranty and useful life and leak. Replace sloped roof and vertical fascia.</td>
<td>Project deferred due to funding.</td>
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<tr>
<td>JDC Parking Lot</td>
<td>Several areas of the JDC parking lot and driveway need to be milled, resurfaced, and striped. MR, resurface, and stripe the parking lot and driveway.</td>
<td>Bid Package for this work delayed. Covid 19 has this project on hold.</td>
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<tr>
<td>Building Automation System</td>
<td>To better control the HVAC systems at JDC, additional controllers are needed along with the infrastructure for the controllers to talk to the building automation system. Design, procure, and install technology needed to achieve result.</td>
<td>Project complete.</td>
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<tr>
<td>JDC Site Grading</td>
<td>Sally Port Road washes out / floods preventing transport. Regrade drainage areas.</td>
<td>Completed October 2015.</td>
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<tr>
<td>Central Control Equipment Upgrade</td>
<td>Central Control equipment at JDC is the original equipment and controls doors, alarms, cameras. It provides the electronic backbone of security. Initial phase of project. Update control center.</td>
<td>Work substantially complete.</td>
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<tr>
<td>Flooring Replacement</td>
<td>The carpet and hard surface flooring in the facility needs to be replaced. Most of the flooring is original to the facility. Bids Packages were issued twice. The second Bid Package was approved. Project proceeded.</td>
<td>Project completed in May 2020.</td>
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<tr>
<td>PCAPS Quarantine</td>
<td>Isolation of sick animals. Create isolated area.</td>
<td>Project complete.</td>
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<td>PCAPS Entry</td>
<td>Separation of aggressive animals. Create new separate entry point.</td>
<td>Project complete.</td>
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<tr>
<td>PCAPS Roof</td>
<td>Roof is beyond useful life and is leaking. Install new roof, gutters, and downspouts.</td>
<td>Project complete.</td>
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<tr>
<td>PCAPS Parking Lot</td>
<td>Parking lot has multiple holes and needs to be milled and re-surfaced. MR, resurface, and stripe the parking lot.</td>
<td>Project complete.</td>
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<tr>
<td>PCAPS Interior Remodel</td>
<td>Interior front office needs to be upgraded. Install ceiling, new HVAC and lighting into old and new core.</td>
<td>Project completed.</td>
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<tr>
<td>Paper Records Storage</td>
<td>Record storage and management. Conduct more in-depth analysis and study.</td>
<td>Future Project.</td>
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<td></td>
</tr>
<tr>
<td>Hazardous Materials</td>
<td>Basemat storage compartmentalization and security. See reference above to County-Wide study.</td>
<td>Records moved from Gift Avenue to H.O.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Space Utilization</td>
<td>Space utilization and operational efficiency. Conduct analysis/study.</td>
<td>Completed</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EMA Options</td>
<td>Physical environment no longer conducive to operational mission. Develop a short and long term facility replacement plan.</td>
<td>Future Project.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Future Use of HCWC Options</td>
<td>Adaptive re-use for the public good w/r cost to Peoria County Develop Business Plan to determine operational and physical viability as self sustaining entity.</td>
<td>Future Project. Discussion in congress with Federal Representatives.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Future Use of HCWC Options</td>
<td>Property financial and legal liability for Peoria County Sell property to entity approved by State of Illinois</td>
<td>Future Project. Discussion in congress with Federal Representatives.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Future Use of HCWC Options</td>
<td>Minimize as financial and legal liability Demolish physical structures, clear land under County control and revert to natural habitat.</td>
<td>Front 9 Houses abated and demolished November 2014.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Future Use of HCWC Options</td>
<td>Eliminate as financial and legal liability Revert ownership to State of Illinois</td>
<td>Future Project.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Area</td>
<td>Description</td>
<td>Details</td>
<td>Priority</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------------</td>
<td>-------------</td>
<td>---------</td>
<td>---------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Courthouse</td>
<td>County Boardroom Accessibility</td>
<td>Public accessibility to County Boardroom</td>
<td>Future Project</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Courthouse</td>
<td>County Admin Remodel</td>
<td>Operational inefficiencies and HIPPA privacy</td>
<td>Future Project</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Courthouse</td>
<td>Courts Remodel</td>
<td>Multiple deficiencies per current courts standards</td>
<td>Courthouses 222, 322, 213, and 121 completed.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Courthouse</td>
<td>Probation Remodel</td>
<td>Privacy and safe separation</td>
<td>Close off corridor to eliminate office</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Courthouse</td>
<td>State's Attorney Remodel</td>
<td>Lack of contiguous functional space</td>
<td>Close off corridor to eliminate office</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Courthouse</td>
<td>Grand Jury Remodel</td>
<td>Grand Jury Room - upgrade quality of space</td>
<td>Demolish building and clear site of all improvements for outright sale or future alternate County use</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ETSB</td>
<td>ETSB Remodel - ADA</td>
<td>Non-ADA compliant access</td>
<td>Replace existing access/egress ramp with ADA compliant access component</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coroner / CAC</td>
<td>Countywide Record Storage</td>
<td>Inefficient, sub-standard storage environments</td>
<td>Replace downtown building with new facility</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coroner / CAC</td>
<td>Coroner's Inquest Remodel</td>
<td>Sub-standard interior environment and public space for hearings</td>
<td>Renovate Inquest Room and integrate SOA technologies for inquests and training</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coroner / CAC</td>
<td>Coroner Lobby Remodel</td>
<td>Sub-standard interior environment</td>
<td>Demolish existing office and build new lobby</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PCCHD</td>
<td>New Health Dept Facility</td>
<td>Building condition and configuration not conducive to effective and efficient delivery of services</td>
<td>Replace building at current location or relocate to Gift Avenue site</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PCCHD</td>
<td>New Health Dept Facility</td>
<td>Explore opportunities to locate other county departments or agencies in new complex, i.e., Coroner's Office</td>
<td>Conduct in-depth analysis of programming needs, building, site and costs implications</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Highway</td>
<td>Replace Maxwell Station</td>
<td>Sub-standard facilities</td>
<td>Demolish old section of vehicle storage</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Highway</td>
<td>Replace Fleet Garage</td>
<td>Sub-standard facility</td>
<td>Replace garage</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Highway</td>
<td>Replace Maxwell Station Salt Dome</td>
<td>Sub-standard facility</td>
<td>Replace facility</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Highway</td>
<td>Replace Maxwell Station Vehicle Storage</td>
<td>Sub-standard facilities</td>
<td>Replace facilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Highway</td>
<td>Replace Fueling Station</td>
<td>Sub-standard fuel tanks and fueling station</td>
<td>Replace and relocate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Highway</td>
<td>Demolish Maxwell Station Yellow Bldg.</td>
<td>Sub-standard facility</td>
<td>Abate hazardous materials, demolish and remove</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Highway</td>
<td>Addition to North Station Vehicle Storage</td>
<td>Lack of vehicle storage space</td>
<td>Construct additional storage building and renovate old section of vehicle storage bay</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Highway</td>
<td>Salt Dome Upgrades</td>
<td>Need additional capacity and safer loading system</td>
<td>Replace existing fueling station with new facility</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jail</td>
<td>Jail Kitchen / Laundry Expansion</td>
<td>Capacity and operational efficiencies</td>
<td>Expand core support functional areas - food service, laundry, personnel and evidence storage, recreational space</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jail</td>
<td>Jail Night Court Addition</td>
<td>Bed capacity and operational efficiencies</td>
<td>Study feasibility and cost effectiveness of locating night court at jail</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jail</td>
<td>Shooting Range</td>
<td>County controlled range</td>
<td>Study feasibility of developing range at Hanna City or Bel-Wood site</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Courthouse</td>
<td>Department Relocation</td>
<td>Lack of natural light</td>
<td>Relocate offices to provide natural light</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Courthouse</td>
<td>Department Relocation</td>
<td>Office location</td>
<td>Office location in courthouse not essential for effective operation. Explore optimum location for County needs.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>RRC / VAC</td>
<td>Office Remodel</td>
<td>Minimal public visibility</td>
<td>Add site/building signage</td>
<td></td>
<td></td>
</tr>
<tr>
<td>RRC / VAC</td>
<td>Office Remodel</td>
<td>More efficient office layout could accommodate additional small department.</td>
<td>Space utilization analysis, and planning</td>
<td></td>
<td></td>
</tr>
<tr>
<td>West Campus</td>
<td>Property Disposal</td>
<td>Disposition of property</td>
<td>Sell property</td>
<td></td>
<td></td>
</tr>
<tr>
<td>West Campus</td>
<td>Property Disposal</td>
<td>Disposition of property</td>
<td>Sell property</td>
<td></td>
<td></td>
</tr>
<tr>
<td>West Campus</td>
<td>Property Disposal</td>
<td>Disposition of property</td>
<td>Sell property</td>
<td></td>
<td></td>
</tr>
<tr>
<td>West Campus</td>
<td>Develop Property</td>
<td>Optimize value and return for Peoria County</td>
<td>Sell property using proceeds for capital improvement projects</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
AGENDA BRIEFING

COMMITTEE: Infrastructure  LINE ITEM: N/A
MEETING DATE: May 23, 2022  AMOUNT: N/A

ISSUE: Public meeting to provide input regarding the National Pollutant Discharge Elimination System (NPDES) program.

BACKGROUND/DISCUSSION: As part of the U.S. Environmental Protection Agency’s National Pollution Discharge Elimination System (NPDES) program, Peoria County is required to provide a minimum of one public meeting annually to provide input on the adequacy of the County’s municipal separate storm system (MS4) program.

As authorized by the Clean Water Act, the NPDES Permit Program controls water pollution by regulating point sources that discharge pollutants into waters of the United States. Point sources are discrete conveyances such as a pipe, channel, tunnel, conduit, or man-made ditch. By law, agricultural stormwater discharges and return flows from irrigated agriculture are not “point sources”. The NPDES program and regulations have been in place in Peoria County since 2003.

The Illinois Environmental Protection Agency performed an audit of the Peoria County NPDES program on September 6, 2018. County staff that attended the audit included Amy Benecke McLaren and Jeff Gilles from the Highway Department, and Kathi Urban and Andrew Braun from Planning & Zoning. The audit report was issued March 29, 2019 and a Non-Compliance Advisory Letter was issued April 1, 2019. The Audit Report and Non-Compliance Advisory Letter are included with this Agenda Briefing. All Violations have been remedied, except for Violation 4.

**Violation 4**: The County has not prohibited through ordinance or other regulatory mechanism non-storm water discharges into the County’s storm sewer system and to implement appropriate enforcement procedures and actions and a program to respond to such discharges in a timely manner.

Violation 4 states that Peoria County needs to create an ordinance and enforcement procedures to prohibit non-stormwater discharges into the County’s storm sewer.

COUNTY BOARD GOALS:

- Infrastructure Stewardship

STAFF RECOMMENDATION: N/A

COMMITTEE ACTION:

PREPARED BY: Jeffrey D. Gilles  DATE: May 2, 2022
DEPARTMENT: Highway
# Water Compliance Inspection Report

**Section A: National Data System Coding (Le., PCS)**

<table>
<thead>
<tr>
<th>Transaction Code</th>
<th>NPDES</th>
<th>yr/mo/day</th>
<th>Inspection Type</th>
<th>Inspector</th>
<th>Fac Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3/1/R/4/0/2/6/7</td>
<td>12/18/09/06/17</td>
<td>16</td>
<td>19</td>
</tr>
</tbody>
</table>

**Inspection Work Days**

- 01/21
- 02/06
- 03/21

**Facility Self-Monitoring Evaluation Rating**

- BI: 76
- QA: 74

**Remarks**

- 66

**Section B: Facility Data**

**Name and Location of Facility Inspected (For IUs discharging to POTW, include POTW name and NPDES number)**

- Peoria County MS4
- Peoria County, Illinois

**Entry Time/Date**

- 9/02/2018 9:30

**Exit Time/Date**

- 9/02/2018 12:15

**Other Facility Data**

- BOW ID: W1430000000

**Name(s) of On-Site Representative(s)/Title(s)/Phone and Fax Number(s)**

- Jeff Gilles, Assistant County Engineer
- Telephone: 309-697-6400
- Fax: 309-697-6446

**Name, Address of Responsible Official/Title/Phone and Fax Number**

- Peoria County
- 324 Main Street, Room 502
- Peoria, Illinois 61602

**Section C: Areas Evaluated During Inspection (Check only those areas evaluated)**

- X Permit
- X Records/Reports
- X Facility Site Review
- X Effluent/Receiving Waters

**SEV Codes**

- 

**SEV Description**

- 

**Section D: Summary of Findings/Comments (Attach additional sheets if necessary)**

- See report

**Name(s) and Signature(s) of Inspector(s)**

- Todd A. Bennett

**Agency/Office/Phone and Fax Numbers**

- IEPA/BOW/DWPC/FOS/Peoria
- 309/671-3022

**Date**

- 07/02/19

**Name(s) and Signature(s) of QA Reviewer**

- James J. Miller

**Agency/Office/Phone and Fax Numbers**

- IEPA / DWPC / FOS

**Date**

- 03/28/19
Facility Name: Peoria County MS4

BOW Identification: W1430000000

NPDES Permit: ILR400267

Facility Location: Peoria County

Facility Owner/Operator: Peoria County
324 Main Street, Room 301
Peoria, Illinois 61602
309-672-6056
http://www.peoriacounty.org/

Facility Representatives:
Jeffrey Gilles, P.E.
Assistant County Engineer
Highway Department
309-697-6400

Kathi Urban
Director
Planning & Zoning Department
309-672-6915

Patrick Meyer, P.E.
Engineering Consultant
Patrick N. Meyer & Associates, Inc.
309-696-1935

Amy Benecke McLaren
County Engineer
Highway Department
309-697-6400

Andrew Braun
Senior Planner
Planning & Zoning Department
309-495-5189

Inspection Date: September 6, 2018

IEPA Representative: Todd A. Bennett, FOS/Peoria

Inspection Weather: 69 °F, southeast wind at 0-10 miles per hour, trace precipitation

Report Date: March 29, 2019
Background Information

Purpose of Inspection

I conducted this announced, compliance evaluation inspection to determine compliance with the applicable requirements of the Environmental Protection Act ("the Act"), Subtitle C of Title 35 of the Illinois Administrative Code ("Subtitle C") and National Pollutant Discharge Elimination System ("NPDES") Permit ILR400267 ("the Permit") and to meet Illinois Environmental Protection Agency ("Illinois EPA") work-plan commitments to Region 5 of the United States Environmental Protection Agency ("USEPA").

Facility Description

Peoria County ("the County") owns and operates a municipal separate storm sewer system ("MS4"). Part of the County’s MS4 is within the United States Census Bureau’s most recent map of the Peoria, Illinois Urbanized Area ("UA"), which automatically designates it as a regulated MS4 per Section 122.32 of Title 40 of the Code of Federal Regulations. The portion of the MS4 within the UA provides storm water drainage to an area of approximately 24.2 square miles.

Proximity to Surface Waters

The regulated MS4 is within the following watersheds, designated by Hydrologic Unit Code ("HUC"):  

<table>
<thead>
<tr>
<th>Watershed</th>
<th>HUC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gilfallan Creek - Senachwine Creek</td>
<td>071300011403</td>
</tr>
<tr>
<td>Blalock Creek - Illinois River</td>
<td>071300011702</td>
</tr>
<tr>
<td>Blue Creek - Illinois River</td>
<td>071300011703</td>
</tr>
<tr>
<td>Funks Run - Illinois River</td>
<td>071300011704</td>
</tr>
<tr>
<td>Tenmile Creek - Illinois River</td>
<td>071300011705</td>
</tr>
<tr>
<td>Kickapoo Creek</td>
<td>071300030101</td>
</tr>
<tr>
<td>Hickory Run</td>
<td>071300030103</td>
</tr>
<tr>
<td>Big Hollow Creek - Kickapoo Creek</td>
<td>071300030205</td>
</tr>
<tr>
<td>Dry Run - Kickapoo Creek</td>
<td>071300030206</td>
</tr>
<tr>
<td>Lamarsh Creek</td>
<td>071300030303</td>
</tr>
<tr>
<td>Pekin Lake - Illinois River</td>
<td>071300030304</td>
</tr>
</tbody>
</table>

The MS4 includes discharge outfalls directly or tributary to the following streams, including their Stream Code designations and Illinois EPA 303(d) list impairment status:

<table>
<thead>
<tr>
<th>Stream/Segment</th>
<th>Stream Code</th>
<th>Impairment Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Illinois River</td>
<td>D-05</td>
<td>Impaired</td>
</tr>
<tr>
<td>Illinois River</td>
<td>D-30</td>
<td>Impaired</td>
</tr>
<tr>
<td>Senachwine Creek</td>
<td>DM</td>
<td>Impaired</td>
</tr>
<tr>
<td>Dickison Run</td>
<td>DZZR</td>
<td>Not Evaluated</td>
</tr>
<tr>
<td>Kickapoo Creek</td>
<td>DL-01</td>
<td>Impaired</td>
</tr>
</tbody>
</table>
Kickapoo Creek          DL-07          Impaired
Dry Run               DLA            Not Evaluated
Big Hollow Creek      DLB            Not Evaluated
Fargo Run            DLH            Impaired
East Branch Lamarsh Creek    DZIB         Not Evaluated

The causes of impairment for these streams include mercury, polychlorinated biphenyl ("PCB"), total dissolved solids ("TDS"), and fecal coliform contamination.

On August 9, 2012, the Illinois EPA and USEPA released the Middle Illinois River Total Maximum Daily Load and Load Reduction Strategies document, which presented total maximum daily load ("TMDL") limits and load reduction strategies ("LRS") for particular streams. The County MS4 contributes storm water flow to the following streams with TMDL and LRS designations:

<table>
<thead>
<tr>
<th>Stream/Segment</th>
<th>TMDL</th>
<th>LRS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Illinois River (D-30)</td>
<td>Fecal Coliform</td>
<td>Total Suspended Solids (&quot;TSS&quot;)</td>
</tr>
<tr>
<td></td>
<td>Manganese (&quot;Mn&quot;)</td>
<td>Total Phosphorus (&quot;TP&quot;)</td>
</tr>
<tr>
<td></td>
<td>TDS</td>
<td>Nitrate Nitrogen (&quot;NO$_3$/NO$_3$&quot;)</td>
</tr>
<tr>
<td>Illinois River (D-05)</td>
<td>Fecal Coliform</td>
<td>TSS</td>
</tr>
<tr>
<td></td>
<td></td>
<td>TP</td>
</tr>
<tr>
<td></td>
<td></td>
<td>NO$_2$/NO$_3$</td>
</tr>
<tr>
<td>Kickapoo Creek (DL-01)</td>
<td>Fecal Coliform</td>
<td>TSS</td>
</tr>
<tr>
<td></td>
<td></td>
<td>TP</td>
</tr>
<tr>
<td></td>
<td></td>
<td>NO$_2$/NO$_3$</td>
</tr>
<tr>
<td>Senachwine Creek (DM)</td>
<td>None</td>
<td>NO$_2$/NO$_3$</td>
</tr>
</tbody>
</table>

Part III(C) of the Permit requires the owner of a MS4 to review its Storm Water Management Program ("SWMP") if a TMDL allocation or watershed management plan is approved for any water body into which it discharges. This review includes a determination of the necessity for any additional control of storm water discharges. Table A-2 in the document lists the following fecal coliform waste load allocations ("WLA") in units of gigaorganisms per day to Kickapoo Creek (DL-01) for the Peoria County MS4 during different flow regimes:

<table>
<thead>
<tr>
<th>Flow Regime</th>
<th>Flow Percentile Occurrence</th>
<th>Fecal Coliform WLA</th>
</tr>
</thead>
<tbody>
<tr>
<td>High Flows</td>
<td>0-10</td>
<td>980.71</td>
</tr>
<tr>
<td>Moist Conditions</td>
<td>10-40</td>
<td>617.95</td>
</tr>
<tr>
<td>Mid-Range Flows</td>
<td>40-60</td>
<td>329.03</td>
</tr>
<tr>
<td>Dry Conditions</td>
<td>60-90</td>
<td>191.36</td>
</tr>
<tr>
<td>Low Flows</td>
<td>90-100</td>
<td>118.01</td>
</tr>
</tbody>
</table>
Compliance History

The Illinois EPA did not conduct a prior inspection of this MS4 facility and, as of the date of this report, has not taken any enforcement actions against it.

Inspection Observations

Entry Interview

At 9:30 AM, I arrived at Peoria County Highway Department building and met Mr. Gilles, Ms. McLaren, Ms. Urban, Mr. Braun, and Mr. Meyer. We had a brief discussion about the format of the inspection and what all I needed to review during the inspection.

Record Review

I used the attached inspection form to evaluate the County’s “SWMP” and the other applicable requirements of the Permit.

Public Education and Outreach

The County participates in several annual promotional events. Through Mr. Meyer, the County utilizes website resources such as the Tri-County Planning Commission and the Central Illinois Committee on NPDES (“CICN”), however the links to these resources were not fully in place at the time of the inspection.

Public Involvement and Participation

The County conducts annual meetings via the Infrastructure Committee to provide opportunities for the public to comment on and participate in the County MS4 program.

Illicit Discharge Detection and Elimination

The County has addressed reports and complaints about illicit discharges to the MS4, but has not conducted the required routine monitoring for illicit discharges. Additionally, the County has yet to develop a full storm sewer map and has yet to enact an ordinance for illicit discharge enforcement. The representatives cited funding and staffing constraints as the primary reasons for not fulfilling these obligations.

Construction Site Storm Water Runoff Control

The County appears to have a program for construction project site plan review, permitting, and inspection that meets the requirements of the Permit.

Post-Construction Storm Water Management in New Development and Redevelopment

The County has a program in place for the implementation of storm water management improvements for these projects. However, they do not currently conduct post-construction inspections to ensure long
-term maintenance of practices and controls. Again, the County cited funding and staffing constraints as the primary reasons for not fulfilling these obligations.

*Pollution Prevention and Good Housekeeping for Municipal Operations*

The County appears to conduct municipal operations and employee training so as to meet the requirements of the Permit.

*Best Management Practices*

For each of the six minimum control measures, the Permit requires the MS4 owner to select best management practices ("BMP") with measurable goals that ensure the reduction of all pollutants of concern in the storm water discharges to the maximum extent practicable. Most of the County's BMP selections are too vague and are difficult to quantify or track and, in some cases, the County is not doing them. I recommend the County, in consultation with Mr. Meyer, conduct a thorough review and update of the BMP selections. The USEPA provides guidance for BMP development at the following website: [https://www.epa.gov/npdes/national-menu-best-management-practices-bmps-stormwater/](https://www.epa.gov/npdes/national-menu-best-management-practices-bmps-stormwater/).

*Monitoring, Recordkeeping, and Reporting*

The County conducts the required monitoring, recordkeeping, and reporting, except that it has not posted the required documentation on the County's website for public review.

*Facility Tour*

Mr. Gilles accompanied me on a walkthrough tour of the municipal operations yard. We observed the vehicle storage and maintenance garage, the indoor chemical and material storage areas, and the de-icing materials storage buildings. The garage has work areas and wash bays with floor drains which direct flow to a subsurface oil-water separator system prior to discharge to the sanitary sewer system.

*Exit Interview*

After a brief summary discussion with Mr. Gilles and Ms. McLaren, I concluded the inspection at 12:15 PM.

*Surface Water Observations*

I did not conduct surface water observations as part of this inspection.

*Sample Collection*

I did not collect any samples during this inspection.

*Summary and Recommendations*

On September 6, 2018, I conducted an announced, compliance evaluation inspection of the Peoria County MS4. During the inspection, I reviewed the SWMP; monitoring, recordkeeping, and reporting
documentation; active construction projects; and municipal facilities. The County appears to operate and maintain the MS4 in accordance with the applicable requirements of the Illinois Environmental Protection Act ("the Act"), Subtitle C, and the Permit, except for the following apparent violations:

1. Section 12(a) of the Act, Section 309.102(a) of Subtitle C, and Condition III.C of the Permit: The County failed to modify its SWMP to implement a TMDL.

2. Section 12(a) of the Act, Section 309.102(a) of Subtitle C, and Condition IV.B.1.a of the Permit: The County failed to provide to the public information on effective pollution prevention measures, green infrastructure strategies, and benefits and costs of such strategies.

3. Section 12(a) of the Act, Section 309.102(a) of Subtitle C, and Condition IV.B.3.b of the Permit: The County failed to develop a storm sewer system map.

4. Section 12(a) of the Act, Section 309.102(a) of Subtitle C, and Condition IV.B.3.c of the Permit: The County failed to prohibit through ordinance or other regulatory mechanism non-storm water discharges into the County’s storm sewer system and to implement appropriate enforcement procedures and actions and a program to respond to such discharges in a timely manner.

5. Section 12(a) of the Act, Section 309.102(a) of Subtitle C, and Condition IV.B.3.h of the Permit: The County failed to conduct periodic inspections of storm sewer outfalls in dry weather conditions for detection of non-storm water discharges and illegal dumping.

6. Section 12(a) of the Act, Section 309.102(a) of Subtitle C, and Condition IV.B.5.i of the Permit: The County failed to ensure adequate long-term operation and maintenance of best management practices ("BMP") for new construction and redevelopment projects.

7. Section 12(a) of the Act, Section 309.102(a) of Subtitle C, and Condition V.B of the Permit: The County failed to post their Notice of Intent ("NOI"), SWMP, and annual reports on the County’s website.

Additionally, I recommend that the County review and update each BMP that is part of the SWMP to ensure that each has a measurable goal that can show progress toward the reduction of pollutants of concern in storm water discharges to the maximum extent practicable.

I recommend that the Illinois EPA issue an appropriate letter to the County to address these apparent violations.

Todd A. Bennett
Environmental Protection Engineer
Peoria Regional Office
Attachments:

1. Digital Photograph Record (6): September 6, 2018
2. Map of Peoria County MS4 Area
3. Map of Peoria County MS4 Surface Waters
4. Peoria County, Illinois Official Highway Map: January 10, 2018
5. MS4 Inspection Checklist: September 6, 2018

cc: DWPC/RU
Facility: Peoria County MS4

Photograph #1
9/6/2018
11:53 AM
Todd A. Bennett

View toward the southwest of the fueling station

Photograph #2
9/6/2018
11:54 AM
Todd A. Bennett

View toward the northwest of a wash bay with drain to the oil-water separator system
Facility: Peoria County MS4

Photograph #3
9/6/2018
11:56 AM
Todd A. Bennett

View toward the north of instrumentation for the subsurface oil-water separator system

Photograph #4
9/6/2018
12:00 PM
Todd A. Bennett

View toward the northeast of chemical material storage under roof
Facility: Peoria County MS4

Photograph #5
9/6/2018
12:03 PM
Todd A. Bennett

View toward the northeast of deicing chemical storage tanks under roof

Photograph #6
9/6/2018
12:05 PM
Todd A. Bennett

View toward the northwest of one of the deicing salt storage buildings
Attachment 2: Map of Peoria County MS4 Area (Orange)
(Peoria IL Urbanized Area, US Census, March 9, 2012)
Attachment 3: Map of Peoria County MS4 Surface Waters
(Resource Management Mapping Service, UIUC, 2019)
# Phase II Municipal Separate Storm Sewer System

## INSPECTION CHECKLIST

<table>
<thead>
<tr>
<th>Facility Name:</th>
<th>Peoria County MS4</th>
<th>BOW Identification:</th>
<th>W1430000000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facility County:</td>
<td>Peoria</td>
<td>NPDES Permit:</td>
<td>ILR400267</td>
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<table>
<thead>
<tr>
<th>Township Name:</th>
<th>Township:</th>
<th>Range:</th>
<th>Municipality:</th>
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<tbody>
<tr>
<td>Hollis Township</td>
<td>7N</td>
<td>7E</td>
<td>Peoria County</td>
</tr>
<tr>
<td>Limestone Township</td>
<td>8N</td>
<td>7E</td>
<td>City of Peoria</td>
</tr>
<tr>
<td>West Peoria Township</td>
<td>8N</td>
<td>8E</td>
<td>Village of Peoria Heights</td>
</tr>
<tr>
<td>Kickapoo Township</td>
<td>9N</td>
<td>7E</td>
<td>Village of Bartonville</td>
</tr>
<tr>
<td>Richwoods Township</td>
<td>9N</td>
<td>8E</td>
<td>Village of Bellevue</td>
</tr>
<tr>
<td>Medina Township</td>
<td>10N</td>
<td>8E</td>
<td>City of West Peoria</td>
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<tr>
<td>Chillicothe Township</td>
<td>11N</td>
<td>9E</td>
<td>City of Chillicothe</td>
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<table>
<thead>
<tr>
<th>Owner Name:</th>
<th>Peoria County</th>
<th>Representative:</th>
<th>Jeff Gilles, P.E.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>324 Main Street, Room 302</td>
<td>Address:</td>
<td>6915 West plank Road</td>
</tr>
<tr>
<td>Telephone:</td>
<td>309-672-6056</td>
<td>Telephone:</td>
<td>309-697-6400</td>
</tr>
<tr>
<td>Website:</td>
<td><a href="http://www.peoria">http://www.peoria</a> county.org</td>
<td>E-Mail:</td>
<td>jgilles@peoria county.org</td>
</tr>
</tbody>
</table>

| Illinois EPA Representative: | Todd A. Bennett, FOS/Peoria |

| Inspection Date: | September 6, 2018 | Report Date: | January 16, 2019 |

### MS4 Drainage Area (square miles): 24.2

| Deicing: | Yes | Watershed Deicing Group: | No |

<table>
<thead>
<tr>
<th>Receiving Stream:</th>
<th>Code:</th>
<th>Use Attainment:</th>
<th>Impaired Cause:</th>
<th>TMDL:</th>
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<tbody>
<tr>
<td>East Branch Lamarsh Creek</td>
<td>DZIB</td>
<td>Not Assessed</td>
<td>N/A</td>
<td>No</td>
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<tr>
<td>Dry Run Creek</td>
<td>DLA</td>
<td>Not Assessed</td>
<td>N/A</td>
<td>No</td>
</tr>
<tr>
<td>Illinois River</td>
<td>D-05</td>
<td>F582, N583, N585, F590</td>
<td>274, 348, 400</td>
<td>Fecal Coliform</td>
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<tr>
<td>Illinois River</td>
<td>D-30</td>
<td>F582, N583, N585, F585, F586, F590</td>
<td>274, 348, 399</td>
<td>Fecal Coliform, Mn, TDS</td>
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<tr>
<td>Big Hollow Creek</td>
<td>DLB</td>
<td>Not Assessed</td>
<td>N/A</td>
<td>No</td>
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<td>Kickapoo Creek</td>
<td>DL-01</td>
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<td>Fecal Coliform</td>
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<td>Kickapoo Creek</td>
<td>DL-07</td>
<td>F582, N583, F590</td>
<td>274, 348</td>
<td>No</td>
</tr>
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<td>Fargo Run</td>
<td>DLH</td>
<td>N582</td>
<td>463</td>
<td>No</td>
</tr>
<tr>
<td>Dickison Run</td>
<td>DZZR</td>
<td>Not Assessed</td>
<td>N/A</td>
<td>No</td>
</tr>
<tr>
<td>Senachwine Creek</td>
<td>DM</td>
<td>F582, N585, F590</td>
<td>400</td>
<td>No</td>
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## STORM WATER MANAGEMENT PROGRAM

### PUBLIC EDUCATION AND OUTREACH ON STORM WATER IMPACTS

<table>
<thead>
<tr>
<th>Qualifying Programs:</th>
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<tbody>
<tr>
<td>CICN Website (<a href="https://tricountyrpc.org/land-use-environment/npdes/">https://tricountyrpc.org/land-use-environment/npdes/</a>)</td>
</tr>
<tr>
<td>Annual Clean Water Celebration (Recycling Department)</td>
</tr>
<tr>
<td>Illinois EPA Tire Recycling Program (twice per year)</td>
</tr>
<tr>
<td>APWA Conference</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Responsibility Sharing:</th>
</tr>
</thead>
<tbody>
<tr>
<td>CICN Website</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Minimum Control Measures:</th>
<th>Compliance:</th>
<th>Notes:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pollutant Discharge Minimization</td>
<td>No</td>
<td>CICN website active but no links from County website</td>
</tr>
<tr>
<td>Green Infrastructure Strategies</td>
<td>No</td>
<td>CICN website active but no links from County website</td>
</tr>
<tr>
<td>Green Strategy Costs and Benefits</td>
<td>No</td>
<td>CICN website active but no links from County website</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Best Management Practices:</th>
<th>Measurable Goals:</th>
<th>Compliance:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other Public Education</td>
<td>Regional effort through CICN</td>
<td>Y</td>
</tr>
<tr>
<td>STORM WATER MANAGEMENT PROGRAM</td>
<td></td>
<td></td>
</tr>
<tr>
<td>--------------------------------</td>
<td></td>
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</tr>
<tr>
<td>PUBLIC INVOLVEMENT AND PARTICIPATION</td>
<td></td>
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<tr>
<td>Qualifying Programs:</td>
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<td></td>
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<tr>
<td>Responsibility Sharing:</td>
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<tr>
<td>Minimum Control Measures:</td>
<td>Compliance:</td>
<td>Notes:</td>
</tr>
<tr>
<td>Public Notice Compliance</td>
<td>Yes</td>
<td></td>
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<tr>
<td>Public Meeting (at least annually)</td>
<td>Yes</td>
<td>2/27/2017 - Infrastructure Committee Meeting</td>
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<tr>
<td>Environmental Justice Areas</td>
<td>N/A</td>
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<td>Best Management Practices:</td>
<td>Measurable Goals:</td>
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<tr>
<td>Other Public Involvement</td>
<td>Regional effort through CICN</td>
<td>Yes</td>
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</table>
### STORM WATER MANAGEMENT PROGRAM

#### ILLICIT DISCHARGE DETECTION AND ELIMINATION

| Qualifying Programs: | Adopt-a-Highway promotion  
| | Pick-Up Broom (street sweeper purchase July 2018) |

| Responsibility Sharing: | No |

<table>
<thead>
<tr>
<th>Minimum Control Measures:</th>
<th>Compliance:</th>
<th>Notes:</th>
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</thead>
<tbody>
<tr>
<td>Illicit Connection/Discharge Program</td>
<td>Yes</td>
<td>Complaint response mechanism</td>
</tr>
<tr>
<td>Storm Sewer System Map</td>
<td>No</td>
<td>Electronic map in development</td>
</tr>
<tr>
<td>Non-Storm Water Discharge Ordinance</td>
<td>No</td>
<td>2008 draft never enacted</td>
</tr>
<tr>
<td>Non-Storm Water Discharge Enforcement</td>
<td>No</td>
<td>Complaint-driven inspections only</td>
</tr>
<tr>
<td>Illegal Discharge Hazards Notification</td>
<td>No</td>
<td>CICN website active but no links from County website</td>
</tr>
<tr>
<td>Significant Non-Storm Water Discharges</td>
<td>N/A</td>
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<tr>
<td>Dry Storm Sewer Outfall Inspections</td>
<td>No</td>
<td>2001 full inspection, nothing since; staffing/funding issues</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Best Management Practices:</th>
<th>Measurable Goals:</th>
<th>Compliance:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Storm Sewer Map</td>
<td>Map sewer system using GIS</td>
<td>No</td>
</tr>
<tr>
<td>Regulatory Control Program</td>
<td>Budget personnel for dry weather screening</td>
<td>No</td>
</tr>
<tr>
<td>Illicit Discharge Tracing Procedures</td>
<td>Investigate complaints</td>
<td>Yes</td>
</tr>
<tr>
<td>Program Evaluation and Assessment</td>
<td></td>
<td>No</td>
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<tr>
<td>Visual Dry Weather Screening</td>
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<td>No</td>
</tr>
<tr>
<td>Public Notification</td>
<td>CICN website updates</td>
<td>No</td>
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# STORM WATER MANAGEMENT PROGRAM

## CONSTRUCTION SITE STORM WATER RUNOFF CONTROL

### Qualifying Programs:

<table>
<thead>
<tr>
<th>Programs</th>
</tr>
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<tbody>
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### Responsibility Sharing:

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<tr>
<th>Minimum Control Measures</th>
<th>Compliance</th>
<th>Notes</th>
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</thead>
<tbody>
<tr>
<td>Erosion/Sediment Control Ordinance</td>
<td>Yes</td>
<td>Municipal Code Section 7.13</td>
</tr>
<tr>
<td>Erosion/Sediment Control Enforcement</td>
<td>Yes</td>
<td>Highway Dept &amp; Zoning Dept inspections</td>
</tr>
<tr>
<td>Non-Storm Water Discharge Control</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>SWPPP Requirement</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Site Plan Review Procedures</td>
<td>Yes</td>
<td>Application, review, checklist</td>
</tr>
<tr>
<td>Public Participation</td>
<td>Yes</td>
<td>Online list of projects, inquiry responses</td>
</tr>
<tr>
<td>Site Inspections</td>
<td>Yes</td>
<td></td>
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### Best Management Practices:

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<tr>
<th>Practices</th>
<th>Measurable Goals</th>
<th>Compliance</th>
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<tbody>
<tr>
<td>Regulatory Control Program</td>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td>Erosion &amp; Sediment Control BMPs</td>
<td></td>
<td>Yes</td>
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<tr>
<td>Site Plan Review Procedures</td>
<td></td>
<td>Yes</td>
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### Active Construction Projects:

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<thead>
<tr>
<th>Project</th>
<th>Address</th>
<th>NPDES Permit</th>
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<tbody>
<tr>
<td>Old Galena Road Project</td>
<td>13118 Old Galena Road</td>
<td>ILR102Z752</td>
</tr>
<tr>
<td>Ameren Substation</td>
<td>6723 US Route 150</td>
<td>ILR10AC49</td>
</tr>
<tr>
<td>Ameren Gas Operations</td>
<td>7105 US Route 150</td>
<td>ILR102Z383</td>
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# STORM WATER MANAGEMENT PROGRAM

## POST-CONSTRUCTION STORM WATER MANAGEMENT IN NEW DEVELOPMENT AND REDEVELOPMENT

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<tr>
<th>Qualifying Programs:</th>
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</thead>
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## Responsibility Sharing:

No

<table>
<thead>
<tr>
<th>Minimum Control Measures:</th>
<th>Compliance</th>
<th>Notes:</th>
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</thead>
<tbody>
<tr>
<td>Load Minimization Program</td>
<td>Yes</td>
<td>Site plan reviews - retention/detention calculations</td>
</tr>
<tr>
<td>Load Minimization Strategy Selection</td>
<td>Yes</td>
<td>Storm water retention/detention</td>
</tr>
<tr>
<td>Long-Term O&amp;M Plans</td>
<td>N/A</td>
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</tr>
<tr>
<td>Public Surface Runoff Minimization</td>
<td>Yes</td>
<td>Retention/detention pond, dry well requirements</td>
</tr>
<tr>
<td>Private Runoff/Pollutant Minimization</td>
<td>No</td>
<td>CICN website active but no links from County website</td>
</tr>
<tr>
<td>Infiltration Prevention Areas</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>New/Redevelopment Runoff Ordinance</td>
<td>Yes</td>
<td>Subdivision Code - Chapter 20</td>
</tr>
<tr>
<td>Post-Construction Management Plans</td>
<td>No</td>
<td>Draft 2008, not enacted</td>
</tr>
<tr>
<td>Long-Term BMP O&amp;M Enforcement</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Flood Management Project Assessment</td>
<td>Yes</td>
<td>Property buyout/relocation program</td>
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</table>

## Best Management Practices: | Measurable Goals: | Compliance: |
<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>Regulatory Control Program</td>
<td>No</td>
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</tr>
<tr>
<td>Post-Construction Inspections</td>
<td>No</td>
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</tbody>
</table>


### STORM WATER MANAGEMENT PROGRAM

**POLLUTION PREVENTION AND GOOD HOUSEKEEPING FOR MUNICIPAL OPERATIONS**

<table>
<thead>
<tr>
<th>Qualifying Programs:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td></td>
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<tr>
<td></td>
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**Responsibility Sharing:** No

<table>
<thead>
<tr>
<th>Minimum Control Measures:</th>
<th>Compliance:</th>
<th>Notes:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Municipal O&amp;M Program</td>
<td>Yes</td>
<td>Various training opportunities</td>
</tr>
<tr>
<td>Wash Water Discharge Minimization</td>
<td>Yes</td>
<td>Wash bays with oil-water separator</td>
</tr>
<tr>
<td>Materials/Waste Exposure Minimization</td>
<td>Yes</td>
<td>Material storage under roof</td>
</tr>
<tr>
<td>Spill/Leak Prevention and Response</td>
<td>Yes</td>
<td>Oil distributor truck, spill kits</td>
</tr>
<tr>
<td>Inspect/Repair Storm Water BMPs</td>
<td>Yes</td>
<td>Employees trained in SOPs, respond ASAP</td>
</tr>
<tr>
<td>Deicing/Fertilizer/Pesticide Indoor Storage</td>
<td>Yes</td>
<td>2 sites, domed structures</td>
</tr>
<tr>
<td>Annual Employee Training</td>
<td>Yes</td>
<td>Salt applicator training, spreader calibration</td>
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<table>
<thead>
<tr>
<th>Best Management Practices:</th>
<th>Measurable Goals:</th>
<th>Compliance:</th>
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<tbody>
<tr>
<td>Employee Training Program</td>
<td>Chip and Seal Coating Crew Trainings</td>
<td>Yes</td>
</tr>
<tr>
<td>Inspection &amp; Maintenance Program</td>
<td>Know &quot;6 Favorite Spots&quot;</td>
<td>Yes</td>
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## Monitoring Requirements

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Requirement Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>MS4 Population 25,000 or Greater:</td>
<td>No</td>
</tr>
<tr>
<td>Visual Inspections of Offensive Conditions:</td>
<td>Yes</td>
</tr>
</tbody>
</table>

**Monitoring Strategies:**
- Map locations, pictures, notes

**Wet-Weather Ambient Monitoring:** Yes
**Required Sampling Parameters:** N/A
**Required Sampling Frequency:** N/A

## Recordkeeping Requirements

<table>
<thead>
<tr>
<th>Recordkeeping Item</th>
<th>Retention</th>
<th>Locally Available</th>
<th>Website</th>
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<tbody>
<tr>
<td>Notice of Intent (NOI)</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Storm Water Management Plan</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
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<tr>
<td>Annual Reports</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Monitoring Data</td>
<td>Yes</td>
<td>Yes</td>
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## Reporting Requirements

### Annual Reports Submission

<table>
<thead>
<tr>
<th>Requirement</th>
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<tbody>
<tr>
<td>Submission to Illinois EPA by June 1:</td>
<td>Yes</td>
</tr>
<tr>
<td>Website Posting by June 1:</td>
<td>No</td>
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<tr>
<td>March-March Reporting Periods:</td>
<td>Yes</td>
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### Annual Reports Content

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Requirement Status</th>
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<tbody>
<tr>
<td>Assessment of BMPs and MEP Progress:</td>
<td>Yes</td>
</tr>
<tr>
<td>Compliance Status Summary:</td>
<td>Yes</td>
</tr>
<tr>
<td>Monitoring/Evaluation Results Summary:</td>
<td>Yes</td>
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<tr>
<td>Upcoming Storm Water System Activities:</td>
<td>Yes</td>
</tr>
<tr>
<td>BMP/Measurable Goal Changes:</td>
<td>Yes</td>
</tr>
<tr>
<td>Responsibility Sharing Changes:</td>
<td>Yes</td>
</tr>
<tr>
<td>TMDL Requirement Changes:</td>
<td>No</td>
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<tr>
<td>Qualifying Program Changes:</td>
<td>Yes</td>
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</table>
309/671-3028

April 1, 2019

PEORIA COUNTY
(Peoria)

Peoria County
Attn: Jeffrey Gilles
6915 West Plank Road
Peoria, Illinois 61604

Dear Mr. Gilles:

On September 6, 2018, Todd Bennett representing the Illinois Environmental Protection Agency ("Illinois EPA") visited the Peoria County Municipal Separate Storm Sewer System ("MS4"), located in Peoria County. You represented Peoria County ("the County") during the inspection. Based on this visit and a review of our files, Mr. Bennett noted the following apparent violations of the Illinois Environmental Protection Act ("the Act"), and the Illinois Pollution Control Board Rules and Regulations, Title 35, Subtitle C ("Subtitle C").

**APPARENT VIOLATIONS**

1. Section 12(a) of the Act, Section 309.102(a) of Subtitle C, and Condition III.C of National Pollutant Discharge Elimination System ("NPDES") Permit ILR400267 ("the Permit"): The County has not modified its Storm Water Management Program ("SWMP") to implement a Total Maximum Daily Load ("TMDL").

2. Section 12(a) of the Act, Section 309.102(a) of Subtitle C, and Condition IV.B.1.a of the Permit: The County has not provided to the public information on effective pollution prevention measures, green infrastructure strategies, and benefits and costs of such strategies.

3. Section 12(a) of the Act, Section 309.102(a) of Subtitle C, and Condition IV.B.3.b of the Permit: The County has not developed a storm sewer map.

4. Section 12(a) of the Act, Section 309.102(a) of Subtitle C, and Condition IV.B.3.c of the Permit: The County has not prohibited through ordinance or other regulatory mechanism non-storm water discharges into the County's storm sewer system and to implement appropriate enforcement procedures and actions and a program to respond to such discharges in a timely manner.
5. Section 12(a) of the Act, Section 309.102(a) of Subtitle C, and Condition IV.B.3.h of the Permit: The County has not conducted periodic inspections of storm sewer outfalls in dry weather conditions for detection of non-storm water discharges and illegal dumping.

6. Section 12(a) of the Act, Section 309.102(a) of Subtitle C, and Condition IV.B.5.i of the Permit: The County has not ensured adequate long-term operation and maintenance of best management practices (“BMPs”) for new construction and redevelopment projects.

7. Section 12(a) of the Act, Section 309.102(a) of Subtitle C, and Condition V.B of the Permit: The County has not posted their Notice of Intent (“NOI”), SWMP, and annual reports on the County’s website.

RECOMMENDATIONS

The following is a list of recommendations for your consideration to address these apparent violations:

1. Within 60 days of receipt of this letter, conduct a thorough review of the requirements of the Permit and modify the County’s SWMP as necessary to meet all the applicable minimum control measures. For projects that may take additional time to complete (e.g. storm sewer map), please propose schedules and anticipated completion dates.

2. Within 60 days of receipt of this letter, conduct the applicable monitoring, and recordkeeping requirements of the Permit. Summarize these compliance activities in the next annual report, which is due to the Illinois EPA by June 1, 2019.

Please submit a written response to our Peoria Regional Office within 30 days of the date of this letter. The mailing address is as follows:

   Illinois EPA
   412 SW Washington Street
   Suite D
   Peoria, Illinois 61602

The written response must include specific remedial actions, including a specified time for achieving each action. If remedial action is already completed, your response must include the date on which the non-compliance situation was eliminated.

This Non-Compliance Advisory is not a Violation Notice as specified in Section 31(a)(1) of the Illinois Environmental Protection Act ("Act"), 415 ILCS 5/31(a)(1). However, if you do not adequately respond to this Non-Compliance Advisory, the Illinois EPA may issue a formal Violation Notice pursuant to Section 31(a)(1) of the Act.
If you have any questions or comments regarding the contents of this letter, please feel free to contact Todd Bennett of my staff, at (309) 671-3028.

Sincerely,

James L. Miles
Manager, Field Operations Section
Bureau of Water
Division of Water Pollution Control
(217) 782-1654

bcc: DWPC/RU
     DWPC/FOS-Peoria
May 3, 2019

Illinois EPA
Attention: Todd Bennett
412 SW Washington Street, Suite D
Peoria, IL 61602

Re: Peoria County MS4
Municipal Separate Storm Sewer System
BOW ID: W1430000000

Mr. Bennett,

Please let this letter serve as response to the Non-Compliance Advisory Letter addressed to Peoria County, dated April 1, 2019.

Violation 1: The County has not modified its Storm Water Management Program to implement a Total Maximum Daily Load.

Response to Violation 1: Peoria County is a member of the Central Illinois Committee on NPDES (CICN), which is a collective group of local agencies working to comply with the Illinois EPA’s NPDES Phase II Storm Water Regulations. The CICN website has education information in regard to TMDL. A link to the CICN website was added to the Peoria County Highway Department NPDES webpage on April 16, 2019.

Violation 2: The County has not provided to the public information on effective pollution prevention measures, green infrastructure strategies, and benefits and costs of such strategies.

Response to Violation 2: The CICN website has education information and a video on these subjects. A link to the CICN website was added to the Peoria County Highway Department NPDES webpage on April 16, 2019.

Violation 3: The County has not developed a storm sewer map.

Response to Violation 3: The County will be developing a storm sewer map as personnel and budget become available. A collector app has been developed for the work in order to tie the data into a GIS map. The tentative completion date is May 1, 2020.
Violation 4: The County has not prohibited through ordinance or other regulatory mechanism non-storm water discharges into the County’s storm sewer system and to implement appropriate enforcement procedures and actions and a program to respond to such discharges in a timely manner.

Response to Violation 4: County staff will work with the County Board to draft an ordinance for the County Board’s consideration, to prohibit non-storm water discharges into the County’s storm sewer system with enforcement procedures. The tentative implementation of the ordinance is May 1, 2020, which is dependent on County Board approval.

Violation 5: The County has not conducted periodic inspections of storm sewer outfalls in dry weather conditions for detection of non-storm water discharges and illegal dumping.

Response to Violation 5: The County will be developing a storm sewer map as personnel and budget become available. Once the map is completed, staff will begin periodic inspections of outfalls. The tentative completion date of the storm sewer map is May 1, 2020, with inspections to follow.

Violation 6: The County has not ensured adequate long-term operation and maintenance of best management practices ("BMP’S") for new construction and redevelopment projects.

Response to Violation 6: On May 1, 2019, the County created an inventory of all retention / detention ponds dating back to 2014. Section 20-3.13.1.4.7 of the Peoria County Code requires “A plan of the continued management and maintenance of such permanent control measures” to be included with storm water management plans and controls information submitted with application for an Erosion, Sediment and Storm Water Control Permit. Further, Section 20-3.13.8 of the Peoria County Code Maintenance of Permanent Storm Water Control requires “anyone owning property with a permanent storm water control measuring existing thereon and installed pursuant to this ordinance shall maintain the control measure so that it functions in compliance with the Standards.”

Violation 7: The County has not posted their Notice of Intent ("NOI"), SWMP, and annual reports on the County’s website.

Response to Violation 7: The Peoria County Highway Department NPDES webpage now includes the Notice of Intent, SWMP, and annual reports. The website update was completed on April 18, 2019.

Respectfully Submitted,

Amy Benecke McLaren, P.E.
County Engineer

JG
AGENDA BRIEFING

COMMITTEE: Infrastructure  LINE ITEM: 001-1-001-7-816-53071
MEETING DATE: May 23, 2022  AMOUNT: $30,000.00

ISSUE: Resolution for Professional Services Agreement with Hanson Professional Services, Inc. for a grant application for Glasford Road.

BACKGROUND/DISCUSSION: The United States Department of Transportation (USDOT) recently announced they are soliciting project applications for 3 (three) separate and unique funding opportunities for the Multimodal Project Discretionary Grants Program (MPDG). The programs are named RURAL, INFRA, and MEGA. After reviewing the program information, it was determined that the best chance for Peoria County to receive funding through the program was to apply for a RURAL Grant for Glasford Road.

Glasford Road connects the Village of Glasford to U.S. Route 24 in the southern portion of the County. The road carries 2,050 vehicles per day and is in poor condition. The pavement structure consists of asphalt pavement over old concrete pavement. The concrete pavement is failing and is causing the asphalt pavement to heave and be uneven. The Highway Department receives numerous complaints every year about the condition of the road. Complete reconstruction of the roadway is the only economically feasible way to repair the road due to the concrete pavement under the asphalt pavement.

The RURAL Grant’s purpose is to “Improve and expand the surface transportation infrastructure in rural areas to increase connectivity, improve the safety and reliability of the movement of people and freight, and generate regional economic growth and improve quality of life.” Akron Services owns a grain facility in the Village of Glasford that ships 2,000,000 bushels of grain annually down Glasford Road in order to reach U.S. Route 24. This equates to 2,100 semi-truck loads every year that use Glasford Road just from the grain facility. The location of this facility and the condition of Glasford Road makes this project an excellent candidate for the RURAL Grant program.

This resolution will allow Peoria County to enter into a Professional Services Agreement with Hanson Professional Services Inc. to complete the MPDG Grant application for Glasford Road.

COUNTY BOARD GOALS:

INFRASTRUCTURE STEWARDSHIP

STAFF RECOMMENDATION: Approve the resolution.

COMMITTEE ACTION:

PREPARED BY: Jeffrey D. Gilles
DEPARTMENT: Highway  DATE: April 29, 2022
CIRCULAR LETTER 2022-08

FISCAL YEAR 2022 (FY2022) FEDERAL NOTICE OF FUNDING OPPORTUNITY (NOFO) MULTIMODAL PROJECT DISCRETIONARY GRANT OPPORTUNITY (MPDG), CONTAINING THE 3 (THREE) FOLLOWING PROGRAMS:

❖ RURAL SURFACE TRANSPORTATION GRANT PROGRAM (RURAL)
❖ NATIONALLY SIGNIFICANT MULTIMODAL FREIGHT AND HIGHWAYS PROGRAM (INFRA)
❖ NATIONAL INFRASTRUCTURE PROJECT ASSISTANCE GRANTS PROGRAM (MEGA)

COUNTY ENGINEERS / SUPERINTENDENTS OF HIGHWAYS MUNICIPAL ENGINEERS / DIRECTORS OF PUBLIC WORKS / MAYORS / METROPOLITAN PLANNING ORGANIZATIONS / TOWNSHIP HIGHWAY COMMISSIONERS / CONSULTING ENGINEERS

PURPOSE & INTRODUCTION:
The United States Department of Transportation (USDOT) has recently announced through the Federal Register they are soliciting project applications for 3 (three) separate and unique funding opportunities under the banner/title of the Multimodal Project Discretionary Grants Program (MPDG). The 3 Programs are as follows:

1. The new Rural Surface Transportation Grant Program (RURAL)
2. The previously established Nationally Significant Multimodal Freight and Highways Program (INFRA)
3. The new National Infrastructure Project Assistance Grants Program (MEGA)

Importantly, applicants possess the ability to select to apply for all, two, or only one of these grant programs, by submitting only one application. Please note that “A project will be evaluated for consideration for all three programs, unless the applicant wishes to opt-out of being evaluated for one or more of the grant programs”. The purpose of this new application process is to ease the application process, save valuable application preparation time, to proactively assist the USDOT in matching projects with the most applicable and appropriate grant program, and to facilitate individual projects in potentially receiving funding from multiple grant programs.

The Federal Register Announcement is attached to this Circular Letter for availability and convenience. In addition, the NOFO for the overall MPDG Program is available here: MPDG-NOFO. Applicants should thoroughly read this notice in its entirety to fully understand all the application requirements and information required to submit eligible and competitive applications.
MPDG BASE INFORMATION:
Grants under these three Programs for FY 2022 (both new and previously established) will be awarded on a competitive basis to projects that meet the eligibility requirements, and illustrate significant improvements to rural, local, regional, state, and national impacts.

Funding for the RURAL, INFRA and MEGA Programs include project elements that include highways and bridges, intercity passenger rail, railway/highway grade crossings or separations, wildlife crossings, public transportation, marine highways, freight projects, or groups and combinations of the above.

SPECIFIC PROGRAM SUMMARIES AND INFORMATION:
Applicants will find detailed program information, eligibility requirements, and other key provisions in the attached MPDG-NOFO, and the following summaries are provided herewith only as an overview:

RURAL SURFACE TRANSPORTATION GRANT PROGRAM (RURAL):

<table>
<thead>
<tr>
<th>Purpose:</th>
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<tbody>
<tr>
<td>Improve and expand the surface transportation infrastructure in rural areas to increase connectivity, improve the safety and reliability of the movement of people and freight, and generate regional economic growth and improve quality of life.</td>
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</tbody>
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<table>
<thead>
<tr>
<th>Eligible Entities:</th>
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</thead>
<tbody>
<tr>
<td>• State</td>
</tr>
<tr>
<td>• Regional Transportation Planning Organizations (RTPO)</td>
</tr>
<tr>
<td>• Local governmental agencies</td>
</tr>
<tr>
<td>• Tribal governments</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Eligible Projects:</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Highway, bridge, or tunnel projects eligible under National Highway Performance Program, Surface Transportation Block Grant, or the Tribal Transportation Program</td>
</tr>
<tr>
<td>• Highway freight project eligible under National Highway Freight Program</td>
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<tr>
<td>• Highway safety improvement project</td>
</tr>
<tr>
<td>• Project on a publicly owned highway or bridge improving access to certain facilities that support the economy of a rural area</td>
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<tr>
<td>• Integrated mobility management system, transportation demand management system, or on-demand mobility services</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Key Provisions:</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Up to 10% available for grants to small projects (&lt; $25 Million)</td>
</tr>
<tr>
<td>• 25% available for designated routes of the Appalachian Development Highway System</td>
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<tr>
<td>• 15% available for projects in States with higher-than-average rural roadway lane departure fatalities</td>
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</tbody>
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<table>
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<tr>
<th>FY 2022 Funding:</th>
</tr>
</thead>
<tbody>
<tr>
<td>$300 Million for FY 2022 (nationally)</td>
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</table>
# Nationally Significant Multimodal Freight and Highways Program (INFRA):

<table>
<thead>
<tr>
<th>Purpose:</th>
<th>Improvements to multimodal freight and highway projects of national or regional significance.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eligible Entities:</td>
<td>• State • Multistate corridor organizations • Metropolitan Planning Organizations (MPO) • Units or groups of Local governmental agencies • Tribal governments</td>
</tr>
<tr>
<td>Eligible Projects:</td>
<td>• Highway or bridge on the National Highway System • Highway freight project on the National Freight Network • Freight intermodal, rail or project within the boundaries of a public or private freight rail, water (including ports), or intermodal facility • Highway/railway grade crossing or grade separation • Wildlife crossing • Project for a marine highway corridor that is connected to the National Highway Freight Network</td>
</tr>
<tr>
<td>Key Provisions:</td>
<td>• FY2022 increases flexibility (up to 30%) per FY) on non-highway freight • Increase of grants for small projects from 10% to no more than 15% • Establishes an amount no greater than 30% for projects in rural areas</td>
</tr>
<tr>
<td>FY 2022 Funding:</td>
<td>• $1.55 Billion for FY 2022 (nationally) • Illinois “One-State” minimum of $100 Million</td>
</tr>
</tbody>
</table>
NATIONAL INFRASTRUCTURE PROJECT ASSISTANCE GRANTS PROGRAM (MEGA):

<table>
<thead>
<tr>
<th>Purpose:</th>
<th>Providing funding through single-year or multi-year grant agreements for eligible transportation projects</th>
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<tbody>
<tr>
<td>Eligible Entities:</td>
<td>State</td>
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<td></td>
<td>Metropolitan Planning Organizations (MPO)</td>
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<td></td>
<td>Local governmental agencies</td>
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<td>Special purpose districts or public authorities providing a transportation function</td>
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<td></td>
<td>Tribal governments</td>
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<td></td>
<td>Partnerships with AMTRAK, and or more other eligible entities</td>
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<tr>
<td>Eligible Projects:</td>
<td>Highway and bridge projects on the National Multimodal Freight Network, National Highway Freight Network, or National Highway System</td>
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<td></td>
<td>Freight intermodal or freight rail projects that provide a public benefit</td>
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<td></td>
<td>Railway/highway grade separation or elimination projects</td>
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<td></td>
<td>Intercity passenger rail projects</td>
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<td></td>
<td>Certain public transportation projects</td>
</tr>
<tr>
<td>Key Provisions:</td>
<td>Establishes that 50% of FY 2022 Funding allocated to projects costing between $100 Million and $500 Million</td>
</tr>
<tr>
<td></td>
<td>Establishes remaining 50% of FY 2022 Funding allocated to projects costing $500 Million or more</td>
</tr>
<tr>
<td>FY 2022 Funding:</td>
<td>$1 Billion for FY 2022 (nationally)</td>
</tr>
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</table>
DEADLINES:
Applications must submit their applications at www.Grants.gov, and the “Apply” function will be open by March 25, 2022.

Importantly, applications from eligible entities must be submitted by 11:59 PM EDT on May 23, 2022.

ADDITIONAL RESOURCES, INFORMATION & COURTESY COORDINATION:
For further information regarding this notice, please contact the USDOT Office of the Secretary via email at MPDGrants@dot.gov, or call Paul Baumer at (202) 366-1092. A TTD is available at (202)-366-3993.

In addition, the U.S. Department of Transportation will post answers and responses to common inquiries and requests for clarifications at the USDOT website at https://www.transportation.gov/grants/mpdg-frequently-asked-questions

If you have any questions on the Circular Letter; and as a courtesy to foster good communication, as well as enable the Department to be able to provide administrative support if selected, please contact Stephane B. Seck-Birhame, Local Program Development Engineer at (217) 782-3972 or Bablibile.Seck@illinois.gov, of your inquiries and application.

Sincerely,

George A. Tapas, P.E., S.E
Engineer of Local Roads and Streets

cc: Arlene Kocher, FHWA Illinois Division Administrator
    David Snyder, FHWA Illinois Deputy Division Administrator
    Jon-Paul Kohler, FHWA Illinois Division
    Steven Travia, IDOT, Director, Office of Highway Project Implementation
    Holly Bieneman, IDOT, Director, Office of Planning & Programing
    Matt McAnarney, IDOT, Director, Office of Legislative Affairs
    Tracy Sisk, IDOT, Bureau Chief, Bureau of Programming
    Rick Johnson, Illinois Association of County Engineers
    Brad Cole, Illinois Municipal League
    Jerry Crabtree, Township Officials of Illinois
    Donald Goad, Township Highway Commissioners of Illinois

Attachment: MPDG NOFO
environmental review under 49 CFR 1105.6(c) and from historic reporting requirements under 49 CFR 1105.8(b).

Board decisions and notices are available at www.stb.gov.

By the Board, Scott M. Zimmerman, Acting Director, Office of Proceedings.

Decided: March 22, 2022.

Brendetta Jones,
Clearance Clerk.

[FR Doc. 2022–06338 Filed 3–24–22; 8:45 am]

BILLING CODE 4915–01–P

DEPARTMENT OF TRANSPORTATION

Federal Aviation Administration

Notice of Intent To Rule on Request To Change 19 Acres of Land From Aeronautical to Non-Aeronautical Use at Presque Isle International Airport in Presque Isle, Maine

AGENCY: Federal Aviation Administration (FAA), DOT.

ACTION: Request for public comments.

SUMMARY: Notice is being given that the FAA is considering a request from the City of Presque Isle to change 19 acres of land from Aeronautical Use to Non-Aeronautical Use for a Solar facility at Presque Isle International Airport, Presque Isle, Presque Isle, ME. A solar facility will be constructed on 19 acres of land at Presque Isle International Airport. The solar facility will be constructed on land not required for aviation use. The land has been designated for non-aeronautical use.

The airport will have a land lease with the solar company that will generate a new non-aeronautical revenue source for the airport. The land lease proceeds will be deposited in the airport’s operation and maintenance account.

DATES: Comments must be received on or before April 21, 2022.

ADDRESSES: You may send comments using any of the following methods:

- Federal eRulemaking Portal: Go to http://www.regulations.gov, and follow the instructions on providing comments.
- Hand Delivery: Deliver to mail address above between 9 a.m. and 5 p.m., Monday through Friday, except Federal holidays.

Interested persons may inspect the request and supporting documents by contacting the FAA at the address listed.

For further information contact.

For further information contact: Mr. Jorge E. Panteli, Compliance and Land Use Specialist, Federal Aviation Administration New England Region Airports Division, 1200 District Avenue, Burlington, Massachusetts 01803. Telephone: 781–238–7618.

Issued in Burlington, Massachusetts, on March 21, 2022.

Julie Selsam-Wilps,
Deputy Director, ANE–600.

[FR Doc. 2022–06299 Filed 3–24–22; 8:45 am]

BILLING CODE P

DEPARTMENT OF TRANSPORTATION

Office of the Secretary of Transportation

Notice of Funding Opportunity for the Department of Transportation’s Multimodal Project Discretionary Grant Opportunity

AGENCY: Office of the Secretary of Transportation, U.S. Department of Transportation.

ACTION: Notice of Funding Opportunity (NOFO).

SUMMARY: The purpose of this notice is to solicit applications for three funding opportunities: The National Infrastructure Project Assistance grants program (Mega), the Nationally Significant Multimodal Freight and Highways Projects grants program (INFRA), and the Rural Surface Transportation Grant program (Rural). While applicants can choose to apply for only one grant program, this combined solicitation will allow applicants to apply for two, or all three of these funding opportunities by submitting only one application. It also aims to better enable the Department to proactively assist project sponsors in matching projects with the most appropriate grant program(s) and facilitate individual projects in potentially receiving funding from multiple grant programs. Funds for the INFRA, Mega, and Rural funding opportunities will be awarded on a competitive basis for surface transportation infrastructure projects—including highway and bridge, intercity passenger rail, highway-highway grade crossing or separation, wildlife crossing, public transportation, marine highway, and freight projects, or groups of such projects—with significant national or regional impact, or to improve and expand the surface transportation infrastructure in rural areas.

DATES: Applications must be submitted by 11:59 p.m. EDT on May 23, 2022. The Grants.gov “Apply” function will open by March 25, 2022.

ADDRESSES: Applications must be submitted through www.Grants.gov. Only applicants who comply with all submission requirements described in this notice and submit applications through www.Grants.gov on or before the application deadline will be eligible for award.

FOR FURTHER INFORMATION CONTACT: For further information regarding this notice, please contact the Office of the Secretary via email at MPDGrants@dot.gov, or call Paul Baumer at (202) 366–1092. A TDD is available for individuals who are deaf or hard of hearing at 202–366–3993. In addition, up to the application deadline, the U.S. Department of Transportation (Department) will post answers to common questions and requests for clarifications on the Department’s website at https://www.transportation.gov/grants/mpdg-frequently-asked-questions.

SUPPLEMENTARY INFORMATION: The organization of this notice is based on an outline set forth in Appendix I to title 2 of the Code of Federal Regulations (CFR) part 200 to ensure consistency across Federal financial assistance programs. However, that format is designed for locating specific information, not for linear reading. For readers seeking to familiarize themselves with how the Multimodal Project Discretionary Grant (MPDG) combined application process will work, the Department recommends starting with Section A (Program Description), which describes the Department’s goals for the MPDG common application and purpose in making awards, and Section E (Application Review Information), which describes how the Department will select among eligible applications for each of the three funding opportunities. Those two sections will provide appropriate context for the remainder of the notice: Section B (Federal Award Information) describes information about the size and nature of awards; Section C (Eligibility Information) describes eligibility requirements for applicants and projects; Section D (Application and Submission Information) describes in detail how to apply for an award; Section F (Federal Award Administration Information) describes legal requirements that will accompany awards; and Sections G (Federal
A. Program Description

1. Overview

The Multimodal Project Discretionary Grant common application (MPDG) provides Federal financial assistance to highway and bridge, intercity passenger rail, railway-highway grade separation, wildlife crossing, public transportation, marine highway, and freight and multimodal projects, or groups of such projects, of national or regional significance, as well as to projects to improve and expand the surface transportation infrastructure in rural areas. The Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021) (Bipartisan Infrastructure Law, or BIL) provided funds to the Department across three programs to invest in projects of national or regional significance—the National Infrastructure Project Assistance grants program, found under 49 U.S.C. 6701 (Mega), the Nationally Significant Multimodal Freight and Highways Projects grants program, found at 23 U.S.C. 117 (Infrastructure for Rebuilding America or INFRA), and the Rural Surface Transportation Grant program, found at 23 U.S.C. 173 (Rural). To help streamline the process for applicants, the Department has combined the applications for the Mega, INFRA, and Rural programs into the MPDG common application. Applicants may choose to apply to one, two, or all three of these grant programs.) The Fiscal Year (FY) 2022 MPDG awards will be made for each of the three grant programs as appropriate and consistent with each grant program’s statutory language. The FY 2022 MPDG round will be implemented, as appropriate and consistent with law, in alignment with the priorities in Executive Order 14052, Implementation of the Infrastructure Investment and Jobs Act (86 FR 64355),\(^1\) and will focus on supporting projects that improve safety, economic strength and global competitiveness, equity, and climate and sustainability consistent with the Department’s strategic goals.

Applicants are encouraged to apply for multiple programs, to maximize their potential of receiving Federal support. Applicants for the MPDG will be considered across all three programs unless they opt out. To support applicants through the application process, the Department will provide technical assistance and resources.\(^2\) The Department seeks to fund projects under the MPDG common application that reduce greenhouse gas emissions and are designed with specific elements to address climate change impacts. Section E provides more information on the specific measures a project may undertake to support these goals.

The Department also seeks to award projects under the MPDG common application that address environmental justice, particularly for communities (including rural communities) that may disproportionately experience consequences from climate change and other pollutants. Environmental justice, as defined by the Environmental Protection Agency, is the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income, with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies. As part of the Department’s implementation of Executive Order 14008, Tackling the Climate Crisis at Home and Abroad (86 FR 7619), the Department seeks to fund projects that, to the extent possible, target at least 40 percent of resources and benefits towards low-income communities, disadvantaged communities, communities underserved by affordable transportation, or overburdened communities. Projects that have not sufficiently considered climate change and environmental justice in their planning, as determined by the Department, will be required to do so before receiving funds for construction. See Section F.2 of this Notice of Funding Opportunity (NOFO) for program requirements.

The Department also seeks to award projects under the MPDG common application that proactively address equity and barriers to opportunity, including automobile dependence as a form of barrier, or redress prior inequities and barriers to opportunity. Section E describes equity considerations that an applicant can undertake and the Department will consider during the review of applications. Projects that have not sufficiently considered equity and barriers to opportunity in their planning, as determined by the Department, will be required to do so before receiving funds for construction. All projects must comply with Federal civil rights requirements. See Section F.2 of this NOFO for program requirements.

In addition, the Department intends to use the MPDG opportunity to support the creation of good-paying jobs with the free and fair choice to join a union and the incorporation of strong labor standards and workforce programs, in particular registered apprenticeships, labor management partnerships and Local Hire agreements,\(^3\) in project planning stages and program delivery. Projects that incorporate such planning considerations are expected to support a strong economy and labor market. Section E describes job creation and labor considerations an applicant can

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\(^1\) The priorities of Executive Order 14052, Implementation of the Infrastructure Investments and Jobs Act are explicitly and equitably, promote the competitiveness of the U.S. economy, improve job opportunities by focusing on high labor standards and equal employment opportunity, strengthen infrastructure resilience to all hazards including climate change, and to effectively coordinate with State, local, Tribal, and territorial government partners.

\(^2\) For Technical Assistance for projects in rural areas, visit [https://www.transportation.gov/rural](https://www.transportation.gov/rural).

\(^3\) Contracts awarded with geographic hiring preferences are eligible for assistance under most Department financial assistance programs.
undertake and that the Department will consider during the review of applications. Projects that have not sufficiently considered job creation and labor considerations in their planning, as determined by the Department, will be required to do so to the full extent possible under the law before receiving funds for construction. See Section F.2 of this NOFO for program requirements.

Section E of this NOFO describes the process for selecting projects that further these goals under each of the three grant programs. Section F.3 describes progress and performance reporting requirements for selected projects, including the relationship between that reporting and the program's selection criteria.

Consistent with the Department's Rural Opportunities to Use Transportation for Economic Success (ROTUES) initiative, the Department seeks to award funding to rural projects that address deteriorating conditions and disproportionately high fatality rates and transportation costs in rural communities.

2. Changes From the FY 2021 INFRA NOFO

Of the three programs in the MPDG opportunity, INFRA is the only program that existed in FY2021, while the Rural and Mega are new programs created by the Bipartisan Infrastructure Law. Applicants who are planning to reapply using materials prepared for prior competitions should ensure that their FY 2022 application fully addresses the criteria and considerations described in this notice and that all relevant information is up to date.

The FY 2022 INFRA program will be evaluated under common project outcome criteria (formally labeled in FY 2021 as “merit criteria”) that apply to all three programs within the MPDG opportunity, as described in Section E. The FY 2022 MPDG opportunity’s common project outcome criteria will not consider the Performance and Accountability criterion from INFRA 2021. Instead, the Department will utilize standard approaches to monitoring project performance and ensuring projects are delivered efficiently. Leverage of non-Federal funds contribution, or “leverage,” will now be assessed within the Innovation criterion and for the separate INFRA FY 2022 Leverage pilot set-aside. The Leverage pilot set-aside is described in further detail in Section B.2.i.

The BIL expanded INFRA eligibility to include wildlife crossing projects; marine highway corridor projects; highway, bridge, or freeway projects carried out on the National Multimodal Freight Network; 4 surface transportation projects located within or functionally connected to an international border crossing; and transportation facilities owned by a Federal, State, or local government entity.

3. Additional Information

This common application process will result in grants being awarded under three funding programs. The Mega program is authorized at 49 U.S.C. 6701. The INFRA program is authorized at 23 U.S.C. 117. The Rural program is authorized at 23 U.S.C. 173. They are described respectively in the Federal Assistance Listings under the assistance listing program titles “National Infrastructure Project Assistance” (assistance listing number 20.937), “Nationally Significant Freight and Highway Projects” (assistance listing number 20.934), and “Rural Surface Transportation Grant Program” (assistance listing number 20.938).

The Department is committed to considering project funding decisions holistically among the various discretionary grant programs available in BIL. The Department also recognizes that applicants may be seeking funding from multiple discretionary grant programs and opportunities. An applicant may seek the same award amounts from multiple Department discretionary opportunities or seek a combination of funding from multiple Department opportunities. The applicant should identify describe from any other Department programs and opportunities they intend to apply for (or utilize if the Federal funding is already available to the applicant), and what award amounts they will be seeking, in the appropriate sections including Sections D.2.i. and D.2.ii.IV.

B. Federal Award Information

1. Amount Available

The BIL makes available up to $5 billion for the Mega program for the period of FY 2022 through 2026; up to $8 billion to the INFRA program for the period of FY 2022 through 2026; and up to $2 billion for the Rural program for the period of FY 2022 through 2026, for a combined total of up to $15 billion for FY 2022 through 2026. This notice solicits applications for up to $2.85 billion in FY 2022 MPDG opportunity funds. Up to $1 billion will be made available for the Mega program, up to $1.55 billion will be made available for the INFRA program, and up to $300 million will be made available for the Rural funding opportunities program. In addition to the FY 2022 funding, the Department may make award decisions in the MPDG FY 2022 round to fund Mega project awards in future fiscal years, based on a potential awarded project’s schedule and availability of funding.5 In addition to the FY 2022 funds, amounts from prior year INFRA authorizations, presently estimated at up to $150 million, may be made available and awarded under this solicitation. Any award under this notice will be subject to the availability of funding. Mega, INFRA, and the Rural program each have their own specific funding restrictions, including award size and types of projects. Refer to Section D.5 for greater detail on funding restrictions for each program.

C. Eligibility Information

To be selected for a grant, an applicant must be an Eligible Applicant and the project must be an Eligible Project that meets the minimum project size requirement.

1. Eligible Applicants

Each of the three funding opportunities has slightly different statutory rules for what kinds of applicants are eligible to apply. Applicants should review this section in determining for which of the three programs they are applying.

<table>
<thead>
<tr>
<th>ELIGIBLE APPLICANTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mega</td>
</tr>
<tr>
<td>Rural</td>
</tr>
</tbody>
</table>

1. a State or a group of States;

4 DOT has not yet designated an National Multimodal Freight Network. Any project relying on being on the National Multimodal Freight Network as their sole basis for eligibility may be considered higher risk.

5 49 U.S.C. 6701(j) authorizes the Department to enter multiyear grant agreements for Mega projects.

Those agreements may include a commitment, contingent on amounts to be specified in law in advance for such commitments, to provide future year funds.


**ELIGIBLE APPLICANTS—Continued**

<table>
<thead>
<tr>
<th>Mega</th>
<th>INFRA</th>
<th>Rural</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. a metropolitan planning organization; 3. a unit of local government; 4. a political subdivision of a State; 5. a special purpose district or public authority with a transportation function, including a port authority; 6. a Tribal government or a consortium of Tribal governments; 7. a partnership between Amtrak and 1 or more entities described in (1) through (6); and, 8. a group of entities described in any of (1) through (7).</td>
<td>2. a metropolitan planning organization that serves an Urbanized Area (as defined by the Bureau of the Census) with a population of more than 200,000 individuals; 3. a unit of local government or group of local governments; 4. a political subdivision of a State or local government; 5. a special purpose district or public authority with a transportation function, including a port authority; 6. a Federal land management agency that applies jointly with a State or group of States; 7. a tribal government or a consortium of tribal governments; 8. a multistate corridor organization; or 9. a multistate or multijurisdictional group of entities described in this paragraph.</td>
<td>2. a regional transportation planning organization; 3. a unit of local government; 4. a unit of local government; 4. a tribal government or a consortium of tribal governments; or 5. a multijurisdictional group of entities above.</td>
</tr>
</tbody>
</table>

i. Mega

**Eligible applicants for Mega grants are:** (1) A State or a group of States; (2) a metropolitan planning organization; (3) a unit of local government; (4) a political subdivision of a State; (5) a special purpose district or public authority with a transportation function, including a port authority; (6) a Tribal government or a consortium of Tribal governments; (7) a partnership between Amtrak and 1 or more entities described in (1) through (6); and, (8) a group of entities described in any of (1) through (7).

ii. INFRA

**Eligible applicants for INFRA grants are:** (1) A State or group of States; (2) a metropolitan planning organization that serves an Urbanized Area (as defined by the Bureau of the Census) with a population of more than 200,000 individuals; (3) a unit of local government or group of local governments; (4) a political subdivision of a State or local government; (5) a special purpose district or public authority with a transportation function, including a port authority; (6) a Federal land management agency that applies jointly with a State or group of States; (7) a tribal government or a consortium of tribal governments; (8) a multistate corridor organization; or (9) a multistate or multijurisdictional group of entities described in this paragraph.

2. Cost Sharing or Matching

i. Mega

Mega grants may be used for up to 60 percent of future total eligible project costs. Other Federal assistance may satisfy the non-Mega share requirement for a Mega grant, but total Federal assistance for a project receiving a Mega grant may not exceed 80 percent of future total eligible project costs.

ii. INFRA

INFRA grants may be used for up to 60 percent of future eligible project costs. Other Federal assistance may satisfy the non-INFRA share requirement for an INFRA grant, but total Federal assistance for a project receiving an INFRA grant may not exceed 80 percent of future total eligible project costs, except that, for States with a population density of not more than 80 persons per square mile of land area, based on the 2010 census, the maximum share of the total Federal assistance provided for a project receiving a grant under this section shall be the applicable share under section 120(b) of title 23, U.S.C. The following chart identifies the maximum total Federal cost share for INFRA projects, under such section 120(b), for projects for FY 2022.

<table>
<thead>
<tr>
<th>State</th>
<th>Maximum Federal share for INFRA projects (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alaska</td>
<td>90.97</td>
</tr>
<tr>
<td>Arizona</td>
<td>90.94</td>
</tr>
<tr>
<td>California</td>
<td>83.57</td>
</tr>
<tr>
<td>Colorado</td>
<td>82.79</td>
</tr>
<tr>
<td>Hawaii</td>
<td>81.30</td>
</tr>
<tr>
<td>Idaho</td>
<td>84.97</td>
</tr>
<tr>
<td>Montana</td>
<td>82.75</td>
</tr>
<tr>
<td>Nevada</td>
<td>94.89</td>
</tr>
<tr>
<td>New Mexico</td>
<td>85.44</td>
</tr>
<tr>
<td>Oregon</td>
<td>84.63</td>
</tr>
<tr>
<td>South Dakota</td>
<td>81.95</td>
</tr>
<tr>
<td>Utah</td>
<td>89.52</td>
</tr>
<tr>
<td>Washington</td>
<td>81.42</td>
</tr>
<tr>
<td>Wyoming</td>
<td>86.77</td>
</tr>
</tbody>
</table>

If a Federal land management agency applies jointly with a State or group of States, and that agency carries out the project, then Federal funds that were not made available under titles 23 or 49 of the U.S.C. may be used for the non-Federal share.

iii. Rural

Rural grants may be used for up to 80 percent of future eligible project costs, except eligible projects that further the completion of a designated segment of the Appalachian Development Highway System under section 14501 of title 40 of the U.S.C., or address a surface transportation infrastructure need identified for the Denali access system program under section 309 of the Denali Commission Act of 1998 may apply for up to 100 percent of the project costs. Other Federal assistance may satisfy the non-Rural share requirement for a Rural grant up to 100 percent of project costs.
Please note that the Rural Program has a higher statutory maximum Federal share than Mega and INFRA. Applications which seek funding above the statutory maximum share for MEGA and INFRA will only be eligible for an award from the Rural program.

iv. Universal Cost Sharing or Matching Guidance

Unless otherwise authorized by statute, non-Federal cost-share may not be counted as non-Federal share for both the programs under MPDG and another Federal program. For any project under MPDG, the Department cannot consider previously incurred costs or previously expended or encumbered funds towards the matching requirement. Matching funds are subject to the same Federal requirements described in Section F.2.iii as awarded funds. See Section D.2 for information about documenting cost sharing in the application.

Non-Federal sources include State funds originating from programs funded by State revenue, local funds originating from State or local revenue-funded programs, private funds, or other funding sources of non-Federal origin.

For the purpose of evaluating eligibility under the statutory limit on total Federal assistance in the Mega and INFRA programs, funds from TIFIA and RRIF credit assistance programs are considered Federal assistance and, combined with other Federal assistance, may not exceed 80 percent of the future eligible project costs, except as indicated for the INFRA program (see Section C.2.ii).

3. Eligible Projects

Each of the three funding opportunities has different statutory rules for what kinds of projects are eligible for funding. Applicants should review this section in determining for which of the three programs they are applying, given the type of project being proposed. Projects may be eligible for funding under multiple MPDG programs and applicants may apply for any program for which their project is eligible.

### ELIGIBLE PROJECT TYPES

<table>
<thead>
<tr>
<th>Mega</th>
<th>INFRA</th>
<th>Rural</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. A highway or bridge project on the National Multimodal Freight Network.</td>
<td>1. A highway freight project on the National Highway Freight Network.</td>
<td>1. A highway, bridge, or tunnel project eligible under National Highway Performance Program.</td>
</tr>
<tr>
<td>2. A highway or bridge project on the National Highway Freight Network.</td>
<td>2. A highway or bridge project on the National Highway System.</td>
<td>2. A highway, bridge, or tunnel project eligible under Surface Transportation Block Grant.</td>
</tr>
<tr>
<td>3. A highway or bridge project on the National Highway System.</td>
<td>3. A freight intermodal, freight rail, or freight project within the boundaries of a public or private freight rail, water (including ports), or intermodal facility and that is a surface transportation infrastructure project necessary to facilitate direct intermodal interchange, transfer, or access into or out of the facility.</td>
<td>3. A highway, bridge, or tunnel project eligible under Tribal Transportation Program.</td>
</tr>
<tr>
<td>4. A freight intermodal (including public ports) or freight rail project that provides public benefit.</td>
<td>4. A highway-railway grade crossing or grade separation project.</td>
<td>4. A highway freight project eligible under National Highway Freight Program.</td>
</tr>
<tr>
<td>5. A railway highway grade separation or elimination project.</td>
<td>5. A wildlife crossing project.</td>
<td>5. A highway safety improvement project, including a project to improve a high risk rural road as defined by the Highway Safety Improvement Program.</td>
</tr>
<tr>
<td>6. An intercity passenger rail project.</td>
<td>6. A surface transportation project within the boundaries or functionally connected to an international border crossing that improves a facility owned by Fed/State/local government and increases throughput efficiency.</td>
<td>6. A project on a publicly-owned highway or bridge that provides or increases access to an agricultural, commercial, energy, or intermodal facility that supports the economy of a rural area.</td>
</tr>
<tr>
<td>7. A public transportation project that is eligible under assistance under Chapter 53 of title 49 or is a part of any of the project types described above.</td>
<td>7. A project for a marine highway corridor that is functionally connected to the NHFN and is likely to reduce road mobile source emissions.</td>
<td>7. A project to develop, establish, or maintain an integrated mobility management system, a transportation demand management system, or on-demand mobility services.</td>
</tr>
</tbody>
</table>

i. Mega

Eligible projects for Mega grants are:

- A highway or bridge project on the National Multimodal Freight Network; a highway or bridge project on the National Highway Freight Network; a highway or bridge project on the National Highway System; a freight intermodal (including public ports) or freight rail project that provides public benefit; a railway-highway grade separation or elimination project; an intercity passenger rail project; a public transportation project that is eligible under assistance under Chapter 53 of title 49 U.S.C. and is a part of any of the project types described above; or a grouping, combination, or program of interrelated, connected, or dependent projects of any of the projects described above.

ii. INFRA

Eligible projects for INFRA grants are:

- Highway freight projects carried out on the National Highway Freight Network (NHFN) (23 U.S.C. 167); highway or bridge projects carried out on the National Highway System (NHS), including projects that add capacity on the Interstate System to improve mobility or projects in a national scenic area; railway-highway grade crossing or grade separation projects; or a freight project that is (1) an intermodal or rail project or (2) within the boundaries of a public or private freight rail, water (including ports), or intermodal facility; a wildlife crossing project; a surface transportation project within the boundaries of, or functionally connected to, an international border crossing that improves a facility owned by a Federal, State, or local government and increases throughput efficiency; a project for a marine highway corridor that is functionally connected to NHFN and is likely to reduce on-road mobile source emissions; or a highway, bridge, or freight project on the National Multimodal Freight Network under section 70103 of title 49 of the United States Code. To be eligible under INFRA, a project within the boundaries of a freight rail, water (including ports), or intermodal facility must be a surface transportation infrastructure project
necessary to facilitate direct intermodal interchange, transfer, or access into or out of the facility and must significantly improve freight movement on the NHFN. In this context, improving freight movement on the NHFN may include shifting freight transportation to other modes, thereby reducing congestion and bottlenecks on the NHFN. For a freight project within the boundaries of a freight rail, water (including ports), or intermodal facility, Federal funds can only support project elements that provide public benefits.

iii. Rural

Eligible projects for Rural grants are:
A highway, bridge, or tunnel project eligible under National Highway Performance Program (23 U.S.C. 119); a highway, bridge, or tunnel project eligible under Surface Transportation Block Grant (23 U.S.C. 133); a highway, bridge, or tunnel project eligible under Tribal Transportation Program (23 U.S.C. 202); a highway freight project eligible under National Highway Freight Program (23 U.S.C. 167); a highway safety improvement project, including a project to improve a high risk rural road as defined by the Highway Safety Improvement Program (23 U.S.C. 148); a project on a publicly-owned highway or bridge that provides or increases access to an agricultural, commercial, energy, or intermodal facility that supports the economy of a rural area; or a project to develop, establish, or maintain an integrated mobility management system, a transportation demand management system, or on-demand mobility services.

An eligible entity may bundle two or more similar eligible projects under the Rural program if projects are included as a bundled project in a statewide transportation improvement program under 23 U.S.C. 135 and will be awarded to a single contractor or consultant pursuant to a contract for engineering and design or construction between the contractor and the eligible entity.

4. Eligible Project Costs

The table below defines eligible project costs for each program per the program statutes:

<table>
<thead>
<tr>
<th>Eligible Project Costs</th>
<th>Mega</th>
<th>INFRA</th>
<th>Rural</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development-phase activities and costs, including planning, feasibility analysis, revenue forecasting, alternative analysis, data collection and analysis, environmental review and activities to support environmental review, preliminary engineering and design work, and other preconstruction activities, including the preparation of a data collection and post-construction analysis plan; and, Construction, reconstruction, rehabilitation, acquisition of real property (including land relating to the project and improvements to that land), environmental mitigation (including projects to replace or rehabilitate culverts or reduce stormwater runoff for the purpose of improving habitat for aquatic species), construction contingencies, acquisition of equipment, protection, and operational improvements directly relating to the project.</td>
<td>Development phase activities, including planning, feasibility analysis, revenue forecasting, environmental review, preliminary engineering, design, and other preconstruction activities, provided the project meets statutory requirements. Construction, reconstruction, rehabilitation, or acquisition of property (including land related to the project and improvements to the land), environmental mitigation (including a project to replace or rehabilitate a culvert, or to reduce stormwater runoff for the purpose of improving habitat for aquatic species), construction contingencies, equipment acquisition, and operational improvements directly related to system performance. INFRA grant recipients may use INFRA funds to pay for the subsidy and administrative costs necessary to receive TIFIA credit assistance.</td>
<td>Development phase activities, including planning, feasibility analysis, revenue forecasting, environmental review, preliminary engineering and design work, and other preconstruction activities; and, Construction, reconstruction, rehabilitation, acquisition of real property (including land related to the project and improvements to the land), environmental mitigation, construction contingencies, acquisition of equipment, and operational improvements.</td>
<td></td>
</tr>
</tbody>
</table>

v. Mega

Mega grants may be used for development-phase activities and costs, including planning, feasibility analysis, revenue forecasting, alternatives analysis, data collection and analysis, environmental review and activities to support environmental review, preliminary engineering and design work, and other preconstruction activities, including the preparation of a data collection and post-construction analysis plan; and construction, reconstruction, rehabilitation, acquisition of real property (including land relating to the project and improvements to that land), environmental mitigation (including projects to replace or rehabilitate culverts or reduce stormwater runoff for the purpose of improving habitat for aquatic species), construction contingencies, acquisition of equipment, protection, and operational improvements directly relating to the project.

vi. INFRA

INFRA grants may be used for the construction, reconstruction, rehabilitation, or acquisition of property (including land related to the project and improvements to the land), environmental mitigation (including a project to replace or rehabilitate a culvert, or to reduce stormwater runoff for the purpose of improving habitat for aquatic species), construction contingencies, equipment acquisition, and operational improvements directly related to system performance. Statutorily, INFRA grants may also fund development phase activities, including planning, feasibility analysis, revenue forecasting, environmental review, preliminary engineering, design, and other preconstruction activities, provided the project meets statutory requirements. However, the Department is seeking to prioritize INFRA funding for projects that result in construction; as a result, development phase activities may be less competitive under INFRA by nature of the evaluation structure described in Section E. Public-private partnership assessments for projects in the development phase are also eligible costs.

INFRA grant recipients may use INFRA funds to pay for the subsidy and administrative costs necessary to receive TIFIA credit assistance.

vii. Rural

Rural grants may be used for development phase activities, including planning, feasibility analysis, revenue forecasting, environmental review, preliminary engineering and design...
work, and other preconstruction activities; and construction, reconstruction, rehabilitation, acquisition of real property (including land related to the project and improvements to the land), environmental mitigation, construction contingencies, acquisition of equipment, and operational improvements.

5. Project Requirements for Each Funding Opportunity

Applicants only need to address the requirements for the program or programs from which they are requesting funding in their application.

i. Mega

For the purposes of determining whether a project meets the minimum project size requirement, the Department will count all future eligible project costs under the award and some related costs incurred before selection for a Mega grant. Previously incurred costs will be counted toward the minimum project size requirement only if they were eligible project costs under Section C.4.i and were expended as part of the project for which the applicant seeks funds. Although those previously incurred costs may be used for meeting the minimum project size thresholds described in this Section, they cannot be reimbursed with Mega grant funds, nor will they count toward the project’s required non-Federal share.

(a) Mega Project Sizes

The Department will make awards under the Mega program both to projects greater than $500 million in cost, and to projects greater than $100 million but less than $500 million in cost. For each fiscal year of Mega funds, 50 percent of available funds are reserved for projects greater than $500 million in cost, and 50 percent to projects between $100 million and $500 million in cost.

(b) Mega Project Requirements

For a Mega project to be selected, the Department must determine that the project meets all five requirements described in 49 U.S.C. 6701(f)(1) and below and further described in Section E.1.b.v and Section D.2.b.vi. If your project consists of multiple components with independent utility, the Department must determine that each component meets each requirement to select it for an award. See Section D.2.i.VIII.

Mega Project Requirement #1: The project is likely to generate national or regional economic, mobility, or safety benefits.

Mega Project Requirement #2: The project is in significant need of Federal funding.

Mega Project Requirement #3: The project will be cost-effective.

Mega Project Requirement #4: With respect to related non-Federal financial commitments, one or more stable and dependable funding or financing sources are available to construct, maintain, and operate the project, and it covers cost increases.

Mega Project Requirement #5: The applicant has, or will have, sufficient legal, financial, and technical capacity to carry out the project.

(c) Mega Data Collection Requirements

In accordance with 49 U.S.C. 6701(g), an applicant wishing to submit a project to be considered for a Mega grant award will be required to submit, as an attachment to their application, a plan for the collection and analysis of data to identify the impacts of the project and the accuracy of any forecast prepared during the development phase of the project and included in the grant application. The contents of the plan shall include an approach to measuring proposed project outcome criteria as described in Section E and an approach for analyzing the consistency of predicted project characteristics with actual outcomes.

Each applicant selected for Mega grant funding must collect and report to the Department information on the project’s performance based on performance indicators related to program goals (e.g., travel time savings, greenhouse gas emissions, passenger counts, or level of service) among other information. Performance indicators should include measurable goals or targets that Department will use internally to determine whether the project meets program goals and grant funds achieve the intended long-term outcomes of the Mega Grant Program. To the extent possible, performance indicators used in the reporting should align with the measures included in the application and should relate to at least one of the selection criteria defined in Section E.6 Before the start of construction of the Mega project, the project sponsor must submit a report providing baseline data for the purpose of analyzing the long-term impact of the project. Not later than six (6) years after the date of substantial completion of a project, the eligible entity carrying out the project shall submit a project outcomes report that compares the baseline data to quarterly project data for the duration of the fifth year of the project after substantial completion.

ii. INFRA

For the purposes of determining whether a project meets the minimum project size requirement, the Department will count all future eligible project costs under the award and some related costs incurred before selection for an INFRA grant. Previously incurred costs will be counted toward the minimum project size requirement only if they were eligible project costs under Section C.3.ii. and were expended as part of the project for which the applicant seeks funds. Although those previously incurred costs may be used for meeting the minimum project size thresholds described in this Section, they cannot be reimbursed with INFRA grant funds, nor will they count toward the project’s required non-Federal share.

For the INFRA Leverage Pilot, at least 50 percent of the project’s future eligible project costs must be funded by non-Federal contributions.

(a) Large Projects

The minimum project size for large projects is the lesser of (1) $100 million; (2) 30 percent of a State’s FY 2021 Federal-aid apportionment if the project is located in one State; or (3) 50 percent of the larger participating State’s FY 2021 apportionment for projects located in more than one State. The following chart identifies the minimum total project cost, rounded up to the nearest million, for projects for FY 2022 for both single and multi-State projects.

<table>
<thead>
<tr>
<th>State</th>
<th>FY 22 INFRA (30% of FY 21 apportionment) one-state minimum (millions)</th>
<th>FY 22 INFRA (50% of FY 21 apportionment) multi-state minimum* (millions)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alabama</td>
<td>$100</td>
<td>$100</td>
</tr>
<tr>
<td>Alaska</td>
<td>100</td>
<td>100</td>
</tr>
<tr>
<td>Arizona</td>
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<tr>
<td>Delaware</td>
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<tr>
<td>Dist. Of Col</td>
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<td>Kentucky</td>
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</tr>
<tr>
<td>Louisiana</td>
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</tr>
<tr>
<td>Maine</td>
<td>61</td>
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<tr>
<td>Massachusetts</td>
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<td>Michigan</td>
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<td>100</td>
</tr>
<tr>
<td>Minnesota</td>
<td>100</td>
<td>100</td>
</tr>
</tbody>
</table>

*The Department may in the future publish a more detailed framework for performance measure data collection that will: Indicate standardized measurement approaches; data storage system requirements; and any other requirements the Secretary determines to be necessary.
The project cannot be easily and efficiently completed without other Federal funding or financial assistance available to the project sponsor.

**Large Project Requirement #7:** The project is reasonably expected to begin construction no later than 18 months after the date of obligation of funds for the project.

For a small project to be selected, the Department must consider the cost-effectiveness of the proposed project, the effect of the proposed project on mobility in the State and region in which the project is carried out, and the effect of the proposed project on safety on freight corridors with significant hazards, such as high winds, heavy snowfall, flooding, rockslides, mudslides, wildfire, wildlife crossing onto the roadway, or steep grades.

### Rural

For a Rural project to be selected, the Department must determine that the project meets five requirements described in 23 U.S.C. 173(g) and below and further described in Section E.1.v.b and Section D.2.b.vii. If your project consists of multiple components with independent utility, the Department must determine that each component meets each requirement, to select it for an award. See Section D.2.VIII.

**Rural Project Requirement #1:** Will generate regional economic, mobility, or safety benefits.

**Rural Project Requirement #2:** The project will be cost-effective.

**Rural Project Requirement #3:** The project will contribute to the accomplishment of 1 or more of the national goals under 23 U.S.C. 150.

**Rural Project Requirement #4:** The project is based on the results of preliminary engineering.

**Rural Project Requirement #5:** The project is reasonably expected to begin construction not later than 18 months after the date of obligation of funds for the project.

### 6. Definition of Rural and Urban Areas

This section describes the definition of urban and rural areas and the minimum statutory requirements for projects that meet those definitions. The INFR and Rural program statutes define a rural area as an area outside an Urbanized Area with a population of over 200,000. In this notice, urban area is defined as inside an Urbanized Area, as designated by the U.S. Census Bureau, with a population of 200,000 or more. Rural and urban definitions differ in some other Department programs, including TIFIA. Cost share requirements and minimum grant awards are the same for projects located in rural and urban areas. The Department will consider a project to be in a rural area if the majority of the project (determined by geographic location(s) where the majority of the money is to be spent) is located in a rural area. However, if a project consists of multiple components, as described under section C.8 or C.9, then for each separate component the Department will determine whether that component is rural or urban. In some circumstances, including networks of projects under section C.9 that cover wide geographic regions, this component-by-component determination may result in awards that include urban and rural funds.

### 7. Areas of Persistent Poverty and Historically Disadvantaged Communities

BIL specifies that the Secretary consider, as an additional consideration for the Mega program, whether a project may benefit an Area of Persistent Poverty or a Historically Disadvantaged Community.

In this context, an Area of Persistent Poverty means: (1) Any county that has consistently had greater than or equal to 20 percent of the population living in poverty during the 30-year period preceding November 15, 2021, as measured by the 1990 and 2000 decennial census and the most recent annual Small Area Income Poverty Estimates as estimated by the Bureau of the Census; (2) any census tract with a poverty rate of at least 20 percent as measured by the 2014–2018 5-year data series available from the American Community Survey of the Bureau of the Census; or (3) any territory or possession of the United States. A county satisfies this definition only if 20 percent of its population was living in poverty in all three of the listed datasets: (1) The 1990 decennial census; (2) the 2000 decennial census; and (3) the 2020 Small Area Income Poverty Estimates. The Department lists all counties and census tracts that meet this definition for Areas of Persistent Poverty at https://datahub.transportation.gov/stories/s/tsyd-k6iij.

Historically Disadvantaged Communities—The Department has
been developing a definition of Historically Disadvantaged Communities as part of its implementation of the Justice40 Initiative and will use that definition for the purpose of this NOFO. Consistent with the Office of Management and Budget’s (OMB) Interim Guidance for the Justice40 Initiative, Historically Disadvantaged Communities include (1) certain qualifying census tracts, (2) any Tribal land, or (3) any territory or possession of the United States. The Department is providing a list of census tracts that meet the definition of Historically Disadvantaged Communities, as well as a mapping tool to assist applicants in identifying whether a project is located in a Historically Disadvantaged Community, available at https://datahub.transportation.gov/stories/s/tsyd-k6ij.

8. Project Components

An application may describe a project that contains more than one component. The Department may award funds for a component, instead of the larger project, if that component (1) independently meets minimum award amounts described in Section B and all eligibility requirements described in Section C, including the project requirements of the program(s) being applied for described in Sections C and D; (2) independently aligns well with the selection criteria specified in Section E; and (3) meets National Environmental Policy Act (NEPA) requirements with respect to independent utility. In this context, independent utility means that the component will represent a transportation improvement that is usable and represents a reasonable expenditure of the Department funds even if no other improvements are made in the area, and will be ready for intended use upon completion of that component’s construction. If an application describes multiple components, the application should demonstrate how the components collectively advance the purposes of the funding programs or programs for which the applicant is applying. An applicant should not add multiple components to a single application merely to aggregate costs or to avoid submitting multiple applications.

Applicants should be aware that, depending upon applicable Federal law and the relationship among project components, an award funding only some project components may make other project components subject to Federal requirements as described in Section F.2.i. For example, under 40 CFR 1509(e), the NEPA review for the funded project component may need to include evaluation of all project components as connected, similar, or cumulative actions.

The Department strongly encourages applicants to identify in their applications the project components that meet the independent utility definition above and separately detail the costs and program funding (Mega, INFRA, and/or Rural) requested for each component. If the application identifies one or more independent project components, the application should clearly identify how each independent component addresses selection criteria and produces benefits on its own, in addition to describing how the full proposal of which the independent component is a part addresses selection criteria.

9. Network of Projects

An application may describe and request funding for a network of projects. A network of projects is a single grant award that funds multiple projects addressing the same transportation problem. For example, if an applicant seeks to improve efficiency along a rail corridor, then their application might propose one award for four grade separation projects at four different railway-highway crossings. Each of the four projects would independently increase rail safety and reduce roadway congestion but the overall benefits would be greater if the projects were completed together under a single award.

The Department will evaluate applications that describe networks of projects similar to how it evaluates projects with multiple components. Because of their similarities, the guidance in Section C.8. is applicable to networks of projects, and applicants should follow that guidance on how to present information in their application. As with project components, depending upon applicable Federal law and the relationship among projects within a network of projects, an award that funds only some projects in a network may make other projects subject to Federal requirements as described in Section F.2.

10. Application Limit

To encourage applicants to prioritize their MPDG opportunity submissions, each eligible applicant may submit three unique applications per program (Mega, INFRA, and Rural), for a total application limit of nine. The three-unique-applications-per-grant program applies only to applications where the applicant is the lead applicant. There is no limit on applications for which an applicant can be listed as a partnering agency. If a lead applicant submits more than three unique applications to a particular grant program as the lead applicant, only the first three received will be considered.

D. Application and Submission Information

1. Address

Applications must be submitted through www.Grants.gov. Instructions for submitting applications can be found at https://www.transportation.gov/grants/mpdg-how-apply.

2. Content and Form of Application

The application must include the Standard Form 424 (Application for Federal Assistance), Standard Form 424C (Budget Information for Construction Programs), cover page, and the Project Narrative. More detailed information about the cover pages and Project Narrative follows.

i. Cover Page

Each application should contain a cover page with the following chart:

Basic Project Information:

What is the Project Name?
Who is the Project Sponsor?
Was an application for USDOT discretionary grant funding for this project submitted previously?
A project will be evaluated for eligibility for consideration for all three programs, unless the applicant wishes to opt-out of being evaluated for one or more of the grant programs.
Project Costs:
MPDG Request Amount

(If Yes, please include project title and applicable grant programs).

Opt-out of Mega?
Opt-out of INFRA?
Opt-out of Rural?

Exact Amount in year-of-expenditure dollars: $
| Estimated Other Federal funding (excl. MPDG) | Estimate in year-of-expenditure dollars: $____ |
| Estimated Other Federal funding (excl. MPDG) further detail. | Other Federal funding from Federal Formula dollars: $____ |
| Estimated non-Federal funding | Other Federal funding being requested from other USDOT grant opportunities?: $____ From What Program(s)?: |
| Future Eligible Project Cost (Sum of previous three rows) | Estimate in year-of-expenditure dollars: $____ |
| Previously incurred project costs (if applicable) | Estimate in year-of-expenditure dollars: $____ |
| Total Project Cost (Sum of ‘previous incurred’ and ‘future eligible’). | Estimate in year-of-expenditure dollars: $____ |

INFRA: Amount of Future Eligible Costs by Project Type.

Mega: Amount of Future Eligible Costs by Project Type.

Rural: Amount of Future Eligible Costs by Project Type.

Project Location:

State(s) in which project is located.

INFRA: Small or Large project __________________________

Urbanized Area in which project is located, if applicable.

Population of Urbanized Area (According to 2010 Census).

Is the project located (entirely or partially) in Area of Persistent Poverty or Historically Disadvantaged Community?

Is the project located (entirely or partially) in Federal or USDOT designated areas?

Is the project currently programmed in the:

- TIP.
- STIP.
- MPO Long Range Transportation Plan.
- State Long Range Transportation Plan.
- State Freight Plan.

List census tracts that qualify as within these areas. [https://datahub.transportation.gov/stories/s/tsyd-k6lij].

Yes/No. If yes, please describe which of the four Federally designated community development zones in which your project is located.

Opportunity Zones: [https://opportunityzones.hud.gov].
Empowerment Zones: [https://www.hud.gov/hudprograms/empowerment_zones].
Promise Zones: [https://www.hud.gov/program_offices/field_policy_mgt/fieldpolicymgtpz].
Choice Neighborhoods: [https://www.hud.gov/program_offices/public_indian_housing/program sp/chn].

Yes/No.

(Please specify in which plans the project is currently programmed, and provide the identifying number if applicable).
The project narrative should include the information necessary for the Department to determine that the project satisfies project requirements described in Sections B and C for each of the grant programs from which the applicant is seeking funding and to assess the selection criteria specified in Section E.1 that are applicable to the grant programs from which the applicant is seeking funding. To the extent practicable, applicants should provide supporting data and documentation in a form that is directly verifiable by the Department. The Department may ask any applicant to supplement data in its application, but it expects applications to be complete upon submission.

In addition to a detailed statement of work, detailed project schedule, and detailed project budget, the project narrative should include a table of contents, maps, and graphics, as appropriate, to make the information easier to review. The Department recommends that the project narrative be prepared with standard formatting preferences (i.e., a single-spaced document, using a standard 12-point font such as Times New Roman, with 1-inch margins). The project narrative may not exceed 25 pages in length, excluding cover pages and table of contents. Appendices may include documents supporting assertions or conclusions made in the 25-page project narrative and do not count towards the 25-page limit. If possible, website links to supporting documentation should be provided rather than copies of these supporting materials. If supporting documents are submitted, applicants should clearly identify within the project narrative the relevant portion of the project narrative that each supporting document supports. At the applicant’s discretion, relevant materials provided previously to a modal administration in support of a different USDOT financial assistance program may be referenced and described as unchanged. The Department recommends using appropriately descriptive final names (e.g., "Project Narrative," "Maps," "Memoranda of Understanding and Letters of Support," etc.) for all attachments. The USDOT recommends applications include the following sections:

I. Project Description

The first section of the application should provide a concise description of the project, the transportation opportunities that it is intended to address, and how it will address those challenges. This section should discuss the project's history, including a description of any previously incurred costs. The applicant may use this section to place the project into a broader context of other infrastructure investments being pursued by the project sponsor.

II. Project Location

This section of the application should describe the project location, including a detailed geographical description of the proposed project, a map of the project's location and connections to existing transportation infrastructure, and geospatial data describing the project location. The application should also identify:

(a) Whether the project is located in an Area of Persistent Poverty, including the relevant County and/or census tract(s);
(b) whether the project is located in a Historically Disadvantaged Community, including the relevant census tract(s);
(c) If the project is located within the boundary of a 2010 Census-designated Urbanized Area, the application should identify the Urbanized Area; and
(d) whether the project is located in one of four Federally designated community development zones (Opportunity Zones, Empowerment Zones, Promise Zones, or Choice Neighborhoods).

Information under (a) may be used for the Department's internal data tracking. IV. Grant Funds, Sources, and Uses of Project Funds

This section of the application should include the project’s budget and the plans for covering the full cost of the project from all sources. At a minimum, it should include:

- Previously incurred expenses, as defined in Section C.
  - Future eligible costs, as defined in Section C.5.
  - For all funds to be used for future eligible project costs, the source and amount of those funds.
  - For non-Federal funds to be used for future eligible project costs, documentation of funding commitments should be referenced here and included as an appendix to the application.
  - All Federal funds to be used for future eligible project costs, including grant programs covered by this MPDG application (Mega, INFRA, and/or Rural), other Federal grants that have been awarded to the project or for which the project intends to apply in the future (e.g., Bridge Investment Program, FTA Capital Investment Grant, etc.) and any Federal formula funds that have already been programmed for the project or are planned to be programmed for the project.

For each category of Federal funds to be used for future eligible project

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*Lists of Urbanized Areas are available on the Census Bureau website at http://www2.census.gov/geo/maps/dc10map/UAUC_FebMap.usa/ and maps are available at https://tigerweb.geo.census.gov/tigerweb/. For the purposes of the INFRA program, Urbanized Areas with populations fewer than 200,000 will be considered rural.
costs, the amount, nature, and source of any required non-Federal match for those funds.

The Department is committed to considering project funding decisions holistically among the various discretionary grant programs available in BIL. The Department also recognizes that applicants may be seeking discretionary grant funding from multiple discretionary grant programs and opportunities. An applicant may seek the same award amounts from multiple Department discretionary opportunities or seek a combination of funding from multiple Department opportunities. The applicant should indicate, within the Federal funding description, details as to what other potential Department programs and opportunities they intend to solicit funds, and what award amounts they will be seeking.

(A) A budget showing how each source of funds will be spent. The budget should show how each funding source will contribute to the Department, even if an award differs from the applicant’s request.

V. Project Outcome Criteria

This section of the application should demonstrate how the project aligns with the Project Outcome Criteria described in Section E.2 of this notice. The Department encourages applicants to address each criterion as it applies to the funding programs to which they are applying or else to expressly state that the project does not address the criterion. Insufficient information to assess any criterion will negatively impact the project rating. Applicants are not required to follow a specific format, but the following organization, which addresses each criterion separately, promotes a clear discussion that assists project evaluators. To minimize redundant information in the application, the Department encourages applicants to cross-reference from this section of their application to relevant substantive information in other sections of the application.

The guidance here is about how the applicant should organize their application. Guidance describing how the Department will evaluate projects against the Project Outcome Criteria is in Section E.2 of this notice. Applicants also should review that section before considering how to organize their application.

Criterion #1: Safety

This section of the application should describe the anticipated outcomes of the project that support the Safety criterion (described in Section E.2 of this notice). The applicant should include information on, and to the extent possible, quantify, how the project will target known, documented safety problems within the project area or wider transportation network, and demonstrate how the project will protect all users of the transportation system and/or communities from health and safety risks. The application should provide evidence to support the claimed level of effectiveness of the project in protecting all travelers, including vulnerable users, from health and safety risks, such as the number and rate of reduced crashes, serious injuries, and/or fatalities. If the project is providing increased access to commercial motor vehicle parking, the application should provide information demonstrating the lack of parking in the area and evidence estimating the number of vehicles that will use the new parking.

Criterion #2: State of Good Repair

This section of the application should describe how the project will contribute to a state of good repair by restoring and modernizing core infrastructure assets and/or addressing current or projected system vulnerabilities (described in Section E.2 of this notice). The application should include information on the current condition of all assets that will be affected by the project, how the proposed project will improve asset condition, plans to ensure the ongoing state of good repair of new assets constructed as part of the project, and any estimates of impacts on long-term cost structures or overall life-cycle costs.

Criterion #3: Economic Impacts, Freight Movement, and Job Creation

This section of the application should describe how the project will contribute to at least one of the following outcomes: (1) Improve system operations to increase travel time reliability and manage travel demand for goods movement, especially for supply chain bottlenecks, thereby reducing the cost of doing business and improving local and regional freight connectivity to the national and global economy; (2) improve multimodal transportation systems that incorporate affordable transportation options such as public transit to improve mobility of people and goods; (3) decrease transportation costs and provide reliable and timely access to employment centers and job opportunities; (4) significantly improve the economic strength of regions and cities by increasing the economic productivity of land, capital, or labor, and linkages between distinct rural areas and rural and urban areas; (5) enhance recreational and tourism opportunities by providing access to Federal lands (including national parks, national forests, national recreation areas, national wildlife refuges, and wilderness areas) or State parks; (6) result in high-quality job creation by supporting good-paying jobs with a free and fair choice to join a union in project construction and in on-going operations and maintenance, and incorporate strong labor standards, such as through the use of project labor agreements, registered apprenticeship programs, and other joint labor-management training programs; (7) result in workforce opportunities for historically underrepresented groups, such as through the use of local hire provisions or other workforce strategies targeted at or jointly developed with historically underrepresented groups, to support project development; (8) foster economic growth and development

while creating long-term high-quality jobs, while addressing acute challenges, such as energy sector job losses in energy communities as identified in the report released in April 2021 by the interagency working group established by section 218 of Executive Order 14008; 11 (9) support integrated land use, economic development and transportation planning to improve the movement of people and goods and local fiscal health, facilitate greater public and private investments and strategies in land-use productivity, including rural main street revitalization or increase in the production or preservation of location-efficient housing; or (10) help the United States compete in a global economy by encouraging the location of important industries and future innovations and technology in the U.S., and facilitating efficient and reliable freight movement.

Criterion #4: Climate Change, Resiliency, and the Environment

This section of the application should describe how the project will incorporate considerations of climate change and environmental justice in the planning stage and in project delivery, such as through incorporation of specific design elements that address climate change impacts. The application should describe the degree to which the project is expected to reduce transportation-related pollution such as air pollution and greenhouse gas emissions, increase use of lower-carbon travel modes such as transit and active transportation, improve the resiliency of at-risk infrastructure, incorporate lower-carbon pavement and construction materials, or address the disproportionate negative environmental impacts of transportation on disadvantaged communities. The application should explain to what extent the project will prevent stormwater runoff that would be a detriment to aquatic species. The application should describe whether the project will promote energy efficiencies, support fiscally responsible land use and transportation efficient design that reduces greenhouse gas emissions, improve public health and increase use of lower-carbon travel modes such as transit, active transportation and multimodal freight, incorporate electrification or zero emission vehicle infrastructure, increase resilience to all hazards, and recyle or redevelop brownfield sites, particularly in communities that disproportionally experience climate-change-related consequences. The application should describe if projects in floodplains are upgraded consistent with the Federal Flood Risk Management Standard in Executive Order 14030, Climate-Related Financial Risk (86 FR 27967) and 13690, Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input (80 FR 6425.)

Criterion #5: Equity, Multimodal Options, and Quality of Life

This section of the application should describe how the project will proactively address equity and barriers to opportunity, improve quality of life in rural areas or urbanized areas, and benefit Historically Disadvantaged Communities or populations, or Areas of Persistent Poverty. This may include increasing affordable transportation choices, especially for transportation disadvantaged communities. It should also describe how the project has or will meaningfully engage communities affected by the project, with effective public participation that is accessible to all persons regardless of race, color, national origin, disability, age, and sex. Equity considerations should be integrated into planning, development, and implementation of transportation investments, including utilization of Disadvantaged Business Enterprises (DBEs). The application should describe any public involvement plan or targeted outreach, demonstrating engagement of diverse input such as community-based organizations during project planning and consideration of such input in the decision-making. The project application should describe planning and engagement in the project design phase to mitigate and, to the greatest extent possible, prevent, physical and economic displacement.

Criterion #6: Innovation Areas: Technology, Project Delivery, and Financing

This section of the application should contain sufficient information to evaluate how the project can be transformative in achieving program goals, and includes or enables innovation in: (1) The accelerated deployment and secure-by-design technology, including expanded access to broadband; (2) use of innovative permitting, contracting, and other project delivery practices; and (3) innovative financing. If the project does not address a particular innovation area, the application should state this fact. Please see Section E.1.a for additional information.

VI. Benefit-Cost Analysis

This section describes the recommended approach for the completion and submission of a benefit-cost analysis (BCA) as an appendix to the Project Narrative. The purpose of the BCA is to enable Department to evaluate the project’s cost effectiveness by comparing its expected benefits to its expected costs. The results of the analysis should be summarized in the Project Narrative directly, as described in Section D.2. Applicants should also provide all relevant files used for their BCA, including any spreadsheet files and technical memos describing the analysis (whether created in-house or by a contractor). The spreadsheets and technical memos should present the calculations in sufficient detail and transparency to allow the analysis to be reproduced by Department evaluators.

The BCA should carefully document the assumptions and methodology used to produce the analysis, including a description of the baseline, the sources of data used to project the outcomes of the project, and the values of key input parameters. The analysis should provide present value estimates of a project’s benefits and costs relative to a no-build baseline. To calculate present values, applicants should apply a real discount rate of 7 percent per year to the project’s streams of benefits and costs, which should be stated in constant-dollar terms. The costs and benefits that are compared in the BCA must cover the same project scope.

Any benefits claimed for the project, both quantified and unquantified, should be clearly tied to the expected outcomes of the project. Projected benefits may accrue to both users of the facility and those who are affected by its use (such as through changes in emissions of greenhouse gases and other pollutants, or availability of affordable housing or more affordable transportation choices). Usage forecasts applied in estimating future benefits should account for any additional demand induced by the improvements to the facility. While benefits should be quantified wherever possible, applicants may also describe other categories of benefits in the BCA that are more difficult to quantify and/or value in economic terms.

The BCA should include the full costs of developing, constructing, operating,

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12 For the MPDG opportunity, at-risk infrastructure is defined as infrastructure that is subject to, or faces increased long-term future risks of, a weather event, a natural disaster, or changing conditions, such as coastal flooding, coastal erosion, wave action, storm surge, or sea level rise, in order to improve transportation and public safety and to reduce costs by avoiding larger future maintenance or rebuilding costs.
and maintaining the proposed project, as well as the expected timing or schedule for costs in each of these categories. The BCA may also include the present discounted value of any remaining service life of the asset at the end of the analysis period.

Detailed guidance from the Department on estimating benefits and costs, together with recommended economic values for converting them to dollar terms and discounting to their present values, is available on the program website (see www.transportation.gov/office-policy/transportation-policy/benefit-cost-analysis-guidance-discretionary-grant-programs-0).

VII. Project Readiness and Environmental Risk

This section of the application should include information that, when considered with the project budget information presented elsewhere in the application, is sufficient for the Department to evaluate whether the project is reasonably expected to begin construction in a timely manner. To assist the Department’s project readiness assessment, the applicant should provide the information requested on technical feasibility, project schedule, project approvals, and project risks, each of which is described in greater detail in the following sections.

Applicants are not required to follow the specific format described here, but this organization, which addresses each relevant aspect of project readiness, promotes a clear discussion that assists project evaluators. To minimize redundant information in the application, the Department encourages applicants to cross-reference from this section of their application to relevant substantive information in other sections of the application.

The guidance here is about what information applicants should provide and how the applicant should organize their application. Guidance describing how the Department will evaluate a project’s readiness is described in section E.4 of this notice. Applicants also should review that section before considering how to organize their application.

(a) Technical Feasibility. The applicant should demonstrate the technical feasibility of the project with engineering and design studies and activities; the development of design criteria and/or a basis of design; the basis for the cost estimate presented in the application, including the identification of contingency levels appropriate to its level of design; and any scope, schedule, and budget risk-mitigation measures. Applicants should include a detailed statement of work that focuses on the technical and engineering aspects of the project and describes in detail the project to be constructed. The applicant must demonstrate compliance with Title VI/Civil Rights requirements, to ensure that no person is excluded from participation, denied benefits, or otherwise subjected to discrimination under any program or activity, on the basis of race, color, national origin, sex, age, or disability.

(b) Project Schedule. The applicant should include a detailed project schedule that identifies all major project milestones. Examples of such milestones include State and local planning approvals (programming on the Statewide Transportation Improvement Program); start and completion of NEPA and other Federal environmental reviews and approvals including permitting, design completion, right-of-way acquisition, approval of plans, specifications and estimates (PS&E); procurement; Site and local approvals; project partnership and implementation agreements including agreements with railroads; and construction. The project schedule should be sufficiently detailed to demonstrate that:

- All necessary activities will be complete to allow MPDG funds to be obligated if sufficiently in advance of the statutory deadline for applicable programs (For INFRA and Rural, the statutory obligation deadline is September 30, 2025 for FY 2022 funds. For Mega, there is no statutory obligation deadline; however, the Department seeks projects that will begin construction before September 30, 2025) and that any unexpected delays will not put the funds at risk of expiring before they are obligated;
- the project can begin construction quickly upon obligation of grant funds, and that the grant funds will be spent expeditiously once construction starts; and
- all real property and right-of-way acquisition will be completed in a timely manner in accordance with 49 CFR part 24, 23 CFR part 710, and other applicable legal requirements or a statement that no acquisition is necessary. A plan for securing any required Right-Of-Way agreements should be included. If applicable, this section should describe a right-of-way acquisition plan that minimally disrupts communities and maintains community cohesion.

(c) Required Approvals.

i. Environmental Permits and Reviews. The application should demonstrate receipt (or the schedule for anticipated receipt) of all environmental approvals and permits necessary for the project to proceed to construction on the timeline specified in the project schedule and necessary to meet the statutory obligation deadline, including satisfaction of all Federal, State, and local requirements and completion of the NEPA process. Specifically, the application should include:

- Information about the NEPA status of the project, including whether the project may qualify for a Categorical Exclusion under current regulations. If the NEPA process is complete, an applicant should indicate the date of completion, and provide a website link or other reference to the final Categorical Exclusion, Finding of No Significant Impact, Record of Decision, and any other NEPA documents prepared. If the NEPA process is underway, but not complete, the application should detail the NEPA class of action, where the project is in the NEPA process, and indicate the anticipated date of completion of all milestones and of the final NEPA determination. If the final agency action with respect to NEPA occurred more than three years before the application date, the applicant should describe a proposed approach for updating this material in accordance with applicable NEPA reconsideration requirements.

- Information on reviews, approvals, and permits by other Federal and State agencies. An application should indicate whether the proposed project requires reviews or approval actions by other agencies. Indicate the status of such actions, and provide detailed information about the status of those reviews or approvals and should demonstrate compliance with any other applicable Federal, State, or local requirements, and when such approvals are expected. Applicants should provide a website link or other reference to copies of any reviews, approvals, and permits prepared.

- Environmental studies or other documents—preferably through a website link—that describe in detail known project impacts, and possible mitigation for those impacts. 

13 Obligation occurs when a selected applicant enters a written, project-specific agreement with the Department and is generally after the applicant has satisfied applicable administrative requirements, including transportation planning and environmental review requirements.
• A description of discussions with the appropriate Department modal administration field or headquarters office regarding the project’s compliance with NEPA and other applicable Federal environmental reviews and approvals.

• A description of public engagement about the project that has occurred, including details on the degree to which public comments and commitments have been integrated into project development and design.

ii. State and Local Approvals. The applicant should demonstrate receipt (or the schedule for anticipated receipt) of State and local approvals on which the project depends, such as State and local environmental and planning approvals, and statewide transportation improvement program (STIP) or transportation improvement program (TIP) funding. Additional support from relevant State and local officials is not required; however, an applicant should demonstrate that the project has broad public support.

iii. Federal Transportation Requirements Affecting State and Local Planning. The planning requirements applicable to the Federal-aid highway program apply to all projects, but for port, freight, and rail projects, planning requirements of the operating administration that will administer the project will also apply.15 including intermodal projects located at airport facilities.16 Applicants should demonstrate that a project that is required to be included in the relevant State, metropolitan, and local planning documents has been or will be included in such documents. If the project is not included in a relevant planning document at the time the application is submitted, the applicant should submit a statement from the appropriate planning agency that actions are underway to include the project in the relevant planning document. To the extent possible, freight projects should be included in a State Freight Plan and supported by a State Freight Advisory Committee (49 U.S.C. 70201, 70202). Applicants should provide links or other documentation supporting this consideration.

Because projects have different schedules, the construction start date for each grant will be specified in the project-specific agreements signed by relevant modal administration and the grant recipients, will be based on critical path items that applicants identify in the application, and will be consistent with relevant State and local plans.

iv. Assessment of Project Risks and Mitigation Strategies. Project risks, such as procurement delays, environmental uncertainties, increases in real estate acquisition costs, uncommitted local match, pushback from stakeholders or impacted communities, or lack of legislative approval, affect the likelihood of successful project start and completion. The applicant should identify all material risks to the project and the strategies that the lead applicant and any project partners have undertaken or will undertake to mitigate those risks. The applicant should assess the greatest risks to the project and identify how the project parties will mitigate those risks.

To the extent it is unfamiliar with the Federal program, the applicant should contact the Department modal field or headquarters offices as found at https://www.transportation.gov/grants/mega-additional-guidance for information on what steps are prerequisite to the obligation of Federal funds to ensure that their project schedule is reasonable and that there are no risks of delays in satisfying Federal requirements.

VIII. Statutory Project Requirements

To select a project for award, the Department must determine that the project—as a whole, as well as each independent component of the project—satisfies statutory requirements relevant to the program from which it will receive an award. The application should include sufficient information for the Department to make these determinations for both the project as a whole and for each independent component of the project. Applicants should use this section of the application to summarize how their project meets applicable statutory requirements and, if present, how each independent project component meets each of the following requirements. Applicants are not required to reproduce the table below in their application, but following this format will help evaluators identify the relevant information that supports each large project determination. Supporting information provided in appendices may be referenced.

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</thead>
<tbody>
<tr>
<td>(1) The project will generate national, or regional economic, mobility, or safety benefits.</td>
<td>(1) The project will generate national or regional economic, mobility, safety benefits.</td>
<td>(1) The project will generate regional economic, mobility, or safety benefits.</td>
<td>Summarize the economic, mobility, and safety benefits of the project as assessed by the Economic Analysis Team.</td>
</tr>
<tr>
<td>(2) The project will be cost effective.</td>
<td>(3) The project will be cost effective.</td>
<td>(2) The project will be cost effective.</td>
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</tr>
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</table>

12 In accordance with 23 U.S.C. 134 and § 135, all projects requiring an action by the Federal Highway Administration (FHWA) must be in the applicable plan and programming documents (e.g., metropolitan transportation plan, transportation improvement program (TIP), and statewide transportation improvement program (STIP)). Further, in air quality non-attainment and maintenance areas, all regionally significant projects, regardless of the funding source, must be included in the conforming metropolitan transportation plan and TIP. Inclusion in the TIP is required under certain circumstances. To the extent a project is required to be on a metropolitan transportation plan, TIP, and/or STIP, it will not receive a grant until it is included in such plans. Projects not currently included in such plans can be amended by the State and metropolitan planning organization (MPO). Projects that are not required to be in long range transportation plans, STIPs, and TIPs will not need to be included in such plans to receive a grant. Port, freight rail, and intermodal projects are not required to be on the State Rail Plans called for in the Passenger Rail Investment and Improvement Act of 2008. However, applicants seeking funding for freight projects are encouraged to demonstrate that they have done sufficient planning to ensure that projects fit into a prioritized list of capital needs and are consistent with long-range goals. Means of demonstrating this consistency would include whether the project is in a TIP or a State Freight Plan that conforms to the requirements of Section 70202 of Title 23 U.S.C. prior to the start of construction. Port planning guidelines are available at StrongPorts.gov.

16 Projects at grant obligated airports must be compatible with the Federal Aviation Administration (F.A.A.)—approved Airport Layout Plan (ALP), as well as aeronautical surfaces associated with the landing and takeoff of aircraft at the airport. Additionally, projects at an airport: Must comply with established Sponsor Grant Assurances, including (but not limited to) requirements for non-exclusive use facilities, consultation with users, consistency with local plans including development of the area surrounding the airport, and consideration of the interest of nearby communities, among others; and must not adversely affect the continued and unhindered access of passengers to the terminal.
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<tbody>
<tr>
<td>(3) The project will contribute to 1 or more of the national goals described under Section 150.</td>
<td>No statutory requirement</td>
<td>No statutory requirement</td>
<td>(3) The project will contribute to 1 or more of the national goals described under Section 150. Specify the Goal(s) and summarize how the project and independent project components contribute to that goal(s). The Department will base its determination on the assessment of this information by Project Outcome evaluators. For a project or independent project component to be based on the results of preliminary engineering, please indicate which of the following activities have been completed as of the date of application submission: • Environmental Assessments. • Topographic Surveys. • Metes and Bounds Surveys. • Geotechnical Investigations. • Hydrologic Analysis. • Utility Engineering. • Traffic Studies. • Financial Plans. • Revenue Estimates. • Hazardous Materials Assessments. • General estimates of the types and quantities of materials. • Other work needed to establish parameters for the final design. If one or more of these studies was included in a larger plan or document not described above, please explicitly state that and reference the document. The Department will base its determination on the assessment by technical capacity evaluators. Please indicate funding source(s) and amounts that will account for all project costs, broken down by independent project component, if applicable. Demonstrate that the funding is stable, dependable, and dedicated to this specific project by referencing the STIP/TIP, a letter of commitment, a local government resolution, memorandum of understanding, or similar documentation. Please state the contingency amount available for the project. The Department will base its determination on an assessment of this information by financial completeness evaluators. The Department will base its determination on an assessment of this information by financial completeness evaluators. Describe the potential negative impacts on the proposed project if the MPDG grant (or other Federal funding) was not awarded. Respond to the following: 1. How would the project scope be affected if MPDG (or other Federal funds) were not received? 2. How would the project schedule be affected if MPDG (or other Federal funds) were not received? 3. How would the project cost be affected if MPDG (or other Federal funds) were not received? If there are no negative impacts to the project scope, schedule, or budget if MPDG funds are not received, state that explicitly. Impacts to a portfolio of projects will not satisfy this requirement; please describe only project-specific impacts. Re-stating the project’s importance for national or regional economic, mobility, or safety will not satisfy this requirement. The Department will base its determination on an assessment of this information by program evaluators. Please provide expected obligation date and construction start date, referencing project budget and schedule as needed. If the project has multiple independent components, or will be obligated and constructed in multiple phases, please provide sufficient information to show that each component meets this requirement. The Department will base its determination on the project risk rating as assessed according to the Project Readiness consideration. The Department will base its determination on the project risk as assessed by the Environmental Risk, Financial Completeness, and Technical Capacity evaluators.</td>
</tr>
<tr>
<td>(4) The project is based on the results of preliminary engineering.</td>
<td>No statutory requirement</td>
<td>No statutory requirement</td>
<td>(4) The project is based on the results of preliminary engineering.</td>
</tr>
<tr>
<td>(5) With respect to related non-federal financial commitments, 1 or more stable and dependable sources of funding and financing are available to construct, maintain, and operate the project, and contingency amounts are available to cover unanticipated cost increases.</td>
<td>No statutory requirement</td>
<td>No statutory requirement</td>
<td>(5) The project have, or will have, sufficient legal, financial, and technical capacity to carry out the project.</td>
</tr>
<tr>
<td>(6) The project cannot be easily and efficiently completed without other Federal funding or financing available to the project sponsor.</td>
<td>No statutory requirement</td>
<td>No statutory requirement</td>
<td>(5) The project is reasonably expected to begin not later than 18 months after the date of obligation of funds for the project.</td>
</tr>
<tr>
<td>(7) The project is reasonably expected to begin not later than 18 months after the date of obligation of funds for the project.</td>
<td>No statutory requirement</td>
<td>No statutory requirement</td>
<td>(5) The project is reasonably expected to begin not later than 18 months after the date of obligation of funds for the project.</td>
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</table>

For an INFRA small project to be selected, the Department must consider the cost effectiveness of the proposed project, the effect of the proposed project on mobility in the State and region in which the project is carried out, and the effect of the proposed project on safety on freight corridors with significant hazards such as high winds, heavy snowfall, flooding, rockslides, mudslides, wildfire, wildlife crossing onto the roadway, or steep grades. If an applicant seeks an award for an INFRA small project, it should use this section to provide information on the project’s cost effectiveness, including by summarizing the results of the benefit-cost analysis for the project, and the project’s effect on the mobility in its State and region, and the effect of the proposed project on safety of freight corridors with significant hazards, or refer to where else the information can be found in the application.
3. Unique Entity Identifier and System for Award Management (SAM)

Each applicant must: (1) Be registered in SAM before submitting its application; (2) provide a valid unique entity identifier in its application; and (3) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency. The Department may not make an MPDG grant to an applicant until the applicant has complied with all applicable unique entity identifier and SAM requirements and, if an applicant has not fully complied with the requirements by the time the Department is ready to make an MPDG grant, the Department may determine that the applicant is not qualified to receive an MPDG grant and use that determination as a basis for making an MPDG grant to another applicant.

4. Submission Dates and Times

Applications must be submitted by 11:59 p.m. EDT May 23, 2022. The Grants.gov “Apply” function will open by March 25, 2022. To submit an application through Grants.gov, applicants must:

1. Obtain a Unique Entity Identifier (UEI) number; 17
2. Register with the System for Award Management (SAM) at www.sam.gov;
3. Create a Grants.gov username and password; and
4. The E-business Point of Contact (POC) at the applicant’s organization must also respond to the registration email from Grants.gov and login at Grants.gov to authorize the POC as an Authorized Organization Representative (AOR). Please note that there can only be one AOR per organization.

Please note that the Grants.gov registration process usually takes 2–4 weeks to complete and that the Department will not consider late applications that are the result of failure to register or comply with Grants.gov applicant requirements in a timely manner. For information and instruction on each of these processes, please see instructions at http://www.grants.gov/web/grants/applicants/applicant-faqs.html. If applicants experience difficulties at any point during the registration or application process, please call the Grants.gov Customer Service Support Hotline at 1(800) 518–4726.

5. Funding Restrictions

i. Mega

BIL specifies that 50 percent of available Mega funds are set aside for projects between $100 million and $500 million in cost. The remaining available Mega funds, less 2 percent for program administration, are for projects greater than $500 million in cost.

ii. INFRA

The Department will make awards under the INFRA program to both large and small projects (refer to section C.5.ii for a definition of large and small projects). For a large project, BIL specifies that an INFRA grant must be at least $25 million. For a small project, including both construction awards and project development awards, the grant must be at least $5 million. For each fiscal year of INFRA funds, a minimum of 15 percent of available funds are reserved for small projects, and a maximum of 85 percent of funds are reserved for large projects.

The program statute specifies that not more than 30 percent of INFRA grants for each of the fiscal years 2022 to 2026 may be used for grants to freight rail, water (including ports and marine highway corridors), other freight intermodal projects that make significant improvements to freight movement on the National Highway Freight Network or National Multimodal Freight Network, wildlife crossing projects, projects located within or functionally connected to an international border crossing area in the United States, improves a transportation facility owned by a Federal, State, or local government entity, and projects that increase the throughput efficiency of border crossings. As much as $482 million may be available within this provision. Only the nonhighway portion(s) of multimodal projects count toward this limit.

Grade crossing and grade separation projects do not count toward the limit for freight rail, port, and intermodal projects. The Department may award less than the full amount available under this provision.

The program statute requires that at least 25 percent of the funds provided for INFRA large project grants must be used for projects located in rural areas, as defined in Section C.6. The program statute requires that at least 30 percent of the funds provided for INFRA small project grants must be used for projects located in rural areas, as defined in Section C.6. The Department may elect to go above that threshold. The USDOT must consider geographic diversity among grant recipients, including the need for a balance in addressing the needs of urban and rural areas.

BIL specifies that $150 million in available INFRA funding for each of the fiscal years 2022 to 2026 be set aside for an INFRA Leverage Pilot program. The INFRA Leverage Pilot program will fund projects with a Federal share of less than 10 percent. Not less than 10 percent of the INFRA Leverage Pilot funds will be awarded to small INFRA projects, as defined in Section C.5.ii.(b), and not less than 25 percent of the INFRA Leverage Pilot funds will be awarded to rural projects, as defined in Section C.6.

iii. Rural

The Department will make awards under the Rural program. All funding under this program will be awarded to projects defined as rural projects, as defined in Section C.6. BIL specifies that at least 90 percent of Rural grant amounts must be at least $25 million, and up to 10 percent of Rural grants may be for grant amounts of less than $25 million. BIL specifies that 15 percent of the Rural program funds shall be reserved for eligible projects located in States that have rural roadway fatalities as a result of lane departures that are greater than the average of rural roadway fatalities as a result of lane departures in the United States. 18 This is defined based on five-year rolling average of rural roadway departure fatality rate per 100 million VMT. BIL specifies that 25 percent of the Rural program funds shall be reserved for eligible projects that further the completion of designated routes of the Appalachian Development Highway System under section 14501 of title 40 U.S.C.

6. Other Submission Requirements

a. Consideration of Application

Only applicants who comply with all submission deadlines described in this notice and submit applications through Grants.gov will be eligible for award. Applicants are strongly encouraged to make submissions in advance of the deadline.

17 On April 4, 2022 the Federal government will stop using the Data Universal Numbering System (DUNS) number to uniquely identify entities. At that point, entities doing business with the Federal government will use a Unique Entity Identifier (UEI) created in SAM.gov. If your entity is currently registered in SAM.gov, your UEI has already been assigned and is viewable in SAM.gov. This includes inactive registrations.

18 States with above average rural roadway departure fatalities (based on five-year rolling average of rural roadway departure fatality rate per 100 million VMT) include: Alabama; Alaska; Arkansas; Idaho; Iowa; Kansas; Kentucky; Louisiana; Maine; Mississippi; Missouri; Montana; Nebraska; New Mexico; North Carolina; North Dakota; Oklahoma; Oregon; South Carolina; South Dakota; Tennessee; Vermont; West Virginia; Wyoming.
b. Late Applications

Applications received after the deadline will not be considered except in the case of unforeseen technical difficulties outlined below.

c. Late Application Policy

Applicants experiencing technical issues with Grants.gov that are beyond the applicant’s control must contact MPDGrants@dot.gov prior to the application deadline with the user name of the registrant and details of the technical issue experienced. The applicant must provide:

1. Details of the technical issue experienced;
2. Screen capture(s) of the technical issues experienced along with corresponding Grants.gov “Grant tracking number”;
3. The “Legal Business Name” for the applicant that was provided in the SF–424;
4. The AOR name submitted in the SF–424;
5. The UBI number associated with the application; and

To ensure a fair competition of limited competitive funds, the following conditions are not valid reasons to permit late submissions: (1) Failure to complete the registration process before the deadline; (2) failure to follow Grants.gov instructions on how to register and apply as posted on its website; (3) failure to follow all the instructions in this notice of funding opportunity; and (4) technical issues experienced with the applicant’s computer or information technology environment.

The Department is neither weighting these criteria nor is a project required to score highly in each criterion, but project sponsors are encouraged to propose projects that score highly in as many areas as possible. The Department will assign a high, medium-high, medium, medium-low, and low project outcome rating on the following basis:

<table>
<thead>
<tr>
<th>Rating</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>0</td>
<td>The project negatively affects this outcome area OR the application contains insufficient information to assess this outcome area.</td>
</tr>
<tr>
<td>1</td>
<td>The project’s claimed benefits in this outcome area are plausible but minimal OR the project’s claimed benefits in this area are not plausible.</td>
</tr>
<tr>
<td>2</td>
<td>The project has clear and direct benefits in this outcome area stemming from adopting common practices for planning, designing or building infrastructure.</td>
</tr>
<tr>
<td>3</td>
<td>The project has clear and direct, data-driven, and significant benefits in this outcome area, that are well supported by the evidence in the application.</td>
</tr>
</tbody>
</table>

The Department will assign each eligible project a rating of highly recommended, recommended, or not recommended for each of the grant programs for which the applicant is applying. The rating will be assigned by the Department on the following basis:

A rating of “Not Recommended” will be assigned to projects that:

- The Department determines do not meet one or more statutory requirements for award, or additional information is required for one or more statutory requirements; or
- Receive a low rating in one or more of project outcome, economic analysis, or project readiness; or
- Are otherwise identified by the Senior Review Team to not be suitable for a grant award based on its weakness within a Project Outcome Area.

A rating of “Highly Recommended” will be assigned to projects that:

- The Department determines meet all statutory requirements for award and receive high ratings in all of project outcomes, economic analysis, and project readiness; or
- Meet all statutory requirements for award and are otherwise determined by the Senior Review Team to be an exemplary project of national or regional significance that generates significant benefits in one of the project outcome areas.

A rating of “Recommended” will be assigned to projects that:

- The Department determines meet all statutory requirements for award; and
- Are not otherwise assigned a “Highly Recommended” or “Not Recommended” rating.

E. Application Review Information

1. Criteria

i. Overall Application Rating

The Department will assign each eligible project a rating of highly recommended, recommended, or not recommended for each of the grant programs for which the applicant is applying. The rating will be assigned by the Department on the following basis:

A rating of “Not Recommended” will be assigned to projects that:

- The Department determines do not meet one or more statutory requirements for award, or additional information is required for one or more statutory requirements; or
- Receive a low rating in one or more of project outcome, economic analysis, or project readiness; or
- Are otherwise identified by the Senior Review Team to not be suitable for a grant award based on its weakness within a Project Outcome Area.

A rating of “Highly Recommended” will be assigned to projects that:

- The Department determines meet all statutory requirements for award and receive high ratings in all of project outcomes, economic analysis, and project readiness; or
- Meet all statutory requirements for award and are otherwise determined by the Senior Review Team to be an exemplary project of national or regional significance that generates significant benefits in one of the project outcome areas.

2. Project Outcome Policy

The Department will consider the extent to which the project addresses the following project outcome criteria, which are explained in greater detail below and reflect the key program objectives described in Section D.V: (1) Safety; (2) state of good repair; (3) economic impacts, freight movement, and job creation; (4) climate change, resiliency, and the environment; (5) equity, multimodal options, and quality of life; and (6) innovation areas: technology, project delivery, and financing. For each project outcome area, the Project Outcome Analysis team will assign a 0, 1, 2, or 3 according to the guidelines below.

<table>
<thead>
<tr>
<th>Rating</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>0</td>
<td>The project negatively affects this outcome area OR the application contains insufficient information to assess this outcome area.</td>
</tr>
<tr>
<td>1</td>
<td>The project’s claimed benefits in this outcome area are plausible but minimal OR the project’s claimed benefits in this area are not plausible.</td>
</tr>
<tr>
<td>2</td>
<td>The project has clear and direct benefits in this outcome area stemming from adopting common practices for planning, designing or building infrastructure.</td>
</tr>
<tr>
<td>3</td>
<td>The project has clear and direct, data-driven, and significant benefits in this outcome area, that are well supported by the evidence in the application.</td>
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3. The “Legal Business Name” for the applicant that was provided in the SF–424;"
National Highway System. Projects which increase access to truck parking generate safety benefits for motorized and non-motorized users as well as commercial vehicle operators.

<table>
<thead>
<tr>
<th>Score</th>
<th>Safety criterion</th>
<th>Example</th>
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<tr>
<td>0</td>
<td>The project negatively impacts this project outcome area</td>
<td>Example: The project will result in minimal improvements to safety, with little impact on the number of crashes, fatalities, or serious injuries to the traveling public.</td>
</tr>
<tr>
<td>1</td>
<td>The project’s claimed benefits in this outcome area are plausible but minimal OR the project’s claimed benefits in this area are not plausible.</td>
<td>Example: The project results in measurable reductions in crashes, fatalities, or serious injuries to the traveling public, including vulnerable roadway users, by adopting actions and activities identified in the National Roadway Safety Strategy.</td>
</tr>
<tr>
<td>2</td>
<td>The project produces nontrivial, positive benefits in this outcome area that are well supported by the evidence in the application.</td>
<td>Example: The project targets a well-known safety problem; results in a significant reduction in fatalities or serious injuries to motorized and nonmotorized users. The project incorporates innovative roadway design or technology aimed at protecting the health and safety of vulnerable roadway users.</td>
</tr>
<tr>
<td>3</td>
<td>The project produces significant, transformative benefits in this outcome area, that are well supported by the evidence in the application.</td>
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Criterion #2: State of Good Repair

DOT will assess whether and to what extent the project: (1) Is consistent with relevant plans to maintain transportation facilities or systems in a state of good repair, including Department-required asset management plans; and (2) addresses current and projected vulnerabilities that, if left unimproved, will threaten future transportation network efficiency, mobility of goods or accessibility and mobility of people, or economic growth. The Department will also consider whether the project includes a plan to maintain the transportation infrastructure built with grant funds in a state of good repair. The Department will prioritize projects that ensure the good condition of transportation infrastructure, including rural transportation infrastructure, and support commerce and economic growth. Projects that represent routine or deferred maintenance will be less competitive in this criterion. Per FHWA’s published Policy on Using Bipartisan Infrastructure Law Resources to Build a Better America, the Department encourages applicants to improve the condition and safety of existing State and locally-owned transportation infrastructure within the right-of-way.

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<tr>
<th>Score</th>
<th>State of good repair criterion</th>
<th>Example</th>
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<tbody>
<tr>
<td>0</td>
<td>The project negatively impacts this project outcome area</td>
<td>Example: The project is identified in the sponsor’s Asset Management Plan, but it is difficult to verify that the infrastructure asset will operate at a full level of performance after the project improvements.</td>
</tr>
<tr>
<td>1</td>
<td>The project’s claimed benefits in this outcome area are plausible but minimal OR the project’s claimed benefits in this area are not plausible.</td>
<td>Example: The project is identified in the sponsor’s Asset Management Plan and will repair or rebuild an infrastructure asset so that will operate at a full level of performance.</td>
</tr>
<tr>
<td>2</td>
<td>The project produces nontrivial, positive benefits in this outcome area that are well supported by the evidence in the application.</td>
<td>Example: The project is identified in the sponsor’s Asset Management Plan, will repair or rebuild an infrastructure asset so that will operate at a full level of performance, and is designed to significantly reduce future operation and maintenance costs throughout the asset life, beyond the costs saved from the initial project expenditure, and/or that will significantly lengthen the standard useful life of the asset.</td>
</tr>
<tr>
<td>3</td>
<td>The project produces significant, transformative benefits in this outcome area, that are well supported by the evidence in the application.</td>
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Criterion #3: Economic Impacts, Freight Movement, and Job Creation

The Department will assess the degree to which the project contributes to one or more of the following outcomes (1) improve system operations to increase travel time reliability and manage travel demand for goods movement, especially strengthening the resilience and expanding the capacity of critical supply chain bottlenecks, to promote economic security and improve local and regional freight connectivity to the national and global economy; (2) improve multimodal transportation systems that incorporate affordable transportation options such as public transit to improve mobility of people and goods; (3) decrease transportation costs and improve access, through reliable and timely access, to employment centers and job opportunities; (4) offer significant regional and national improvements in economic strength by increasing the economic productivity of land, capital, or labor, and improving the economic strength of regions and cities; (5) enhance recreational and tourism opportunities by providing access to Federal land, national parks, national forests, national recreation areas, national wildlife refuges, wilderness areas, or State parks; (6) result in high quality job creation by supporting good-paying jobs with a free and fair choice to join a union, in project construction and in on-going operations and maintenance, and incorporate strong

of project labor agreements, registered apprenticeship programs, and other joint labor-management training programs;\(^\text{21}\) result in workforce opportunities for historically underrepresented groups, such as through the use of local hire provisions or other workforce strategies targeted at or jointly developed with historically underrepresented groups, to support project development; (8) foster economic growth and development while creating long-term high quality jobs, while addressing acute challenges, such as energy sector job losses in energy communities as identified in the report released in April 2021 by the interagency working group established by section 218 of Executive Order 14008; (9) Support integrated land use, economic development, and transportation planning to improve the movement of people and goods and local fiscal health, and facilitate greater public and private investments and strategies in land-use productivity, including rural main street revitalization or increase in the production or preservation of location-efficient housing or (10) help the United States compete in a global economy by encouraging the location of important industries and future innovations and technology in the U.S. and facilitating efficient and reliable freight movement.

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<tr>
<th>Score</th>
<th>Economic impacts, freight movement, and job creation criterion</th>
<th>Example</th>
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<tbody>
<tr>
<td>0</td>
<td>The project negatively impacts this project outcome area .....</td>
<td>Example 1: The project sponsor provides some justification, but with minimal evidence, that the project will help to positively impact regional economic development in the area or help to offset job losses in the area. Example 2: The project sponsor demonstrates significant new short-term or long-term job creation as a result of the project and it is documented by a signed letter from a business es stating the amount of new jobs to be created, and how the project is vital to the creation of those jobs.</td>
</tr>
<tr>
<td>1</td>
<td>The project’s claimed benefits in this outcome area are plausible but minimal OR the project’s claimed benefits in this area are not plausible.</td>
<td>Example 1: The project sponsor demonstrates some or limited new short-term or long-term job creation as a result of the project and it is documented by a signed letter from a business es stating the amount of new jobs to be created, and how the project is vital to the creation of those jobs. Example 2: The project opens additional new tourism or recreational access and is aligned with a plan that demonstrates that intention. Example 3: The project sponsor demonstrates some evidence that the project will create high quality jobs with a free choice to join a union or the incorporation of strong labor standard and practice, such as project labor agreements, use of registered apprenticeships or other joint labor-management training programs, and the use of an appropriately credentialed workforce.</td>
</tr>
<tr>
<td>2</td>
<td>The project produces nontrivial, positive benefits in this outcome area that are well supported by the evidence in the application.</td>
<td>Example 1: The project sponsor demonstrates some or limited new short-term or long-term job creation as a result of the project and it is documented by a signed letter from a business es stating the amount of new jobs to be created, and how the project is vital to the creation of those jobs. Example 2: The project opens additional new tourism or recreational access and is aligned with a plan that demonstrates that intention. Example 3: The project sponsor demonstrates some evidence that the project will create high quality jobs with a free choice to join a union or the incorporation of strong labor standard and practice, such as project labor agreements, use of registered apprenticeships or other joint labor-management training programs, and the use of an appropriately credentialed workforce.</td>
</tr>
<tr>
<td>3</td>
<td>The project produces significant, transformative benefits in this outcome area, that are well supported by the evidence in the application.</td>
<td>Example 1: The project sponsor demonstrates that the project addresses a national supply chain bottleneck, the main goal of the project is to positively impact that bottleneck, and ample evidence is provided that shows significant national supply chain benefits from the project. Example 2: The project sponsor demonstrates significant creation of good-paying jobs with a free and fair choice to join a union and the incorporation of strong labor standards and practices, such as project labor agreements, use of registered apprenticeships or other joint labor-management training programs, and the use of an appropriately credentialed workforce. This can be documented by a signed letter for a labor union, or worker organization that describes the number and characteristics of high-quality jobs on the project.</td>
</tr>
</tbody>
</table>

Criterion #4: Climate Change, Resiliency, and the Environment

The Department will consider the extent to which the project incorporates considerations of climate change and environmental justice in the planning stage and in project delivery, such as through incorporation of specific design elements that address climate change impacts. The Department will evaluate the degree to which the project is expected to reduce transportation-related pollution such as air pollution and greenhouse gas emissions, increase use of lower-carbon travel modes such as transit and active transportation, improve the resilience of at-risk infrastructure to climate change and other natural hazards, incorporate lower-carbon pavement and construction materials, or address the disproportionate negative environmental impacts of transportation on disadvantaged communities. DOT will evaluate the extent which the project prevents stormwater runoff that would be a detriment to aquatic species. The Department will also consider whether the project will promote energy efficiency, support fiscally responsible land use and transportation efficient design, facilitate the production or preservation of location-efficient

\(^{21}\) [https://www.apprenticeship.gov/](https://www.apprenticeship.gov/).
affordable housing, incorporate electrification or zero emission vehicle infrastructure, increase resiliency and recycle or redevelop brownfield sites, particularly in communities that disproportionately experience climate-change-related consequences. The Department will consider whether projects in floodplains are upgraded consistent with the Federal Flood Risk Management Standard, to the extent consistent with current law, in Executive Order 14030 Climate-Related Financial Risk (86 FR 27967,) and Executive Order 13690, Establishing a Federal Flood Risk Management Standard and a Process for Further Solicitings and Considering Stakeholder Input (80 FR 6425.)

The Department will assess whether the project has addressed environmental sustainability, including but not limited to consideration of the following examples:

(1) The project results in greenhouse gas emissions reductions relative to a no-action baseline;
(2) A Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions has been prepared and the project directly supports that Climate Action Plan;
(3) The regional transportation improvement program (TIP) or statewide transportation improvement program (STIP) is based on integrated land use and transportation planning and design that increases low-carbon mode travel, reduction of greenhouse gases and vehicle miles traveled in multimodal transportation choices and/or incorporates electrification or zero emission vehicle infrastructure.
(4) The project sponsor has used environmental justice tools such as the EJSCREEN to minimize adverse impacts to environmental justice communities (https://ejscreen.epa.gov/mapper);
(5) A Local/Regional/State Energy Baseline Study has been prepared and the project directly supports that study;
(6) The project supports a modal shift in freight (e.g., from highway to rail) or passenger movement (e.g., from driving to transit, walking, and/or cycling) to reduce emissions. The project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions;
(7) The project incorporates electrification or zero emission vehicle infrastructure (e.g., installation of electric vehicle charging stations, zero-emission vehicle infrastructure, or both);
(8) The project promotes energy efficiency;
(9) The project serves the renewable energy supply chains;
(10) The project improves disaster preparedness and resilience to all hazards;
(11) The project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity;
(12) The project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm (e.g., brownfield redevelopment);
(13) The project supports or incorporates the construction of energy- and location-efficient buildings, including residential or mixed-use development; or
(14) The project proposes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both.

<table>
<thead>
<tr>
<th>Score</th>
<th>Climate change, resiliency, and the environment criterion</th>
<th>Example</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>The project negatively impacts this project outcome area.</td>
<td>Example: A Local/Regional/State Climate Action Plan has been prepared but it is difficult to verify with the information provided how the actual project would directly positively impact climate or resiliency.</td>
</tr>
<tr>
<td>1</td>
<td>The project’s claimed benefits in this outcome area are plausible but minimal OR the project’s claimed benefits in this area are not plausible.</td>
<td>Example 1: The project demonstrates some greenhouse gas emission reduction.</td>
</tr>
<tr>
<td>2</td>
<td>The project produces nontrivial, positive benefits in this outcome area that are well supported by the evidence in the application.</td>
<td>Example 2: The project sponsor demonstrates that one of the goals of the project is to improve or enhance resiliency of at-risk infrastructure.</td>
</tr>
<tr>
<td>3</td>
<td>The project produces significant, transformative benefits in this outcome area, that are well supported by the evidence in the application.</td>
<td>Example 1: The project significantly reduces transportation-related air pollution and greenhouse gas emissions from uncoordinated land-use decisions. Example 2: The project sponsor demonstrates that the main goal of the project is to improve or enhance resiliency of at-risk infrastructure and the sponsor has provided ample evidence of increased climate impacts to the project area. Example 3: The project incorporates electrification or zero emission vehicle infrastructure.</td>
</tr>
</tbody>
</table>

Criterion #5: Equity, Multimodal Options, and Quality of Life

The Department will consider the extent to which the project improves quality of life in rural areas or urbanized areas. This may include projects that:

(1) Increase affordable and accessible transportation choices and equity for individuals, including disadvantaged communities;
(2) improve access to emergency care, essential services, healthcare providers, or drug and alcohol treatment and rehabilitation centers;
(3) reduce transportation and housing cost burdens, including through public and private investments to support greater commercial and mixed-income residential development near public transportation, along rural main streets or in walkable neighborhoods;
(4) increase the walkability and accessibility for pedestrians and encourage thriving communities for individuals to work, live, and play by creating transportation choices for individuals to move freely with or without a car;
(5) enhance the unique characteristics of the community;
(6) proactively address equity and/or disparities and barriers to opportunity, through the planning process or through incorporation of design elements;
(7) have engaged, or will engage, diverse people and communities and demonstrate that equity considerations and community input and ownership, particularly among disadvantaged communities, are meaningfully integrated into planning, development, and implementation of transportation investments. Competitive applications should demonstrate strong collaboration and support among a broad range of stakeholders, including community-based organizations, other public or private entities, and labor unions; or
(8) support a Local/Regional/State Equitable Development Plan.

The Department will consider the extent to which the project benefits a historically disadvantaged community or population, or areas of persistent poverty.

(a) In this context, Areas of Persistent Poverty means: (1) Any county that has consistently had greater than or equal to 20 percent of the population living in poverty.
during the 30-year period preceding November 15, 2021, as measured by the 1990 and 2000 decennial census and the most recent annual Small Area Income Poverty Estimates as estimated by the Bureau of the Census;24 (2) any census tract with a poverty rate of at least 20 percent as measured by the 2014–2018 5-year data series available from the American Community Survey of the Bureau of the Census;25 or (3) any territory or possession of the United States. A county satisfies this definition only if 20 percent of its population was living in poverty in all three of the listed datasets: (a) The 1990 decennial census; (b) the 2000 decennial census; and (c) the 2020 Small Area Income Poverty Estimates. This definition is the same as the definition used for the RAISE program.

The Department lists all counties and census tracts that meet this definition for Areas of Persistent Poverty at https://datahub.transportation.gov/stories/s/tsyd-k6ij. (b) Historically Disadvantaged Communities — The Department has developed a definition of Historically Disadvantaged Communities as part of its implementation of the Justice40 Initiative and will use that definition for the purpose of this Notice of Funding Opportunity. Consistent with OMB’s Interim Guidance for the Justice40 Initiative,26 Historically Disadvantaged Communities include (a) certain qualifying census tracts, (b) any Tribal land, or (c) any territory or possession of the United States. This definition is the same as the definition used for the RAISE program. The Department is providing a list of census tracts that meet the definition of Historically Disadvantaged Communities, as well as a mapping tool to assist applicants in identifying whether a project is located in a Historically Disadvantaged Community, available at https://datahub.transportation.gov/stories/s/tsyd-k6ij.

The Department will assess whether the project proactively addresses equity and barriers to opportunity, including but not limited to the following examples:

(1) An equity impact analysis has been completed for the project;
(2) The project sponsor has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure equity in the overall project delivery and implementation;
(3) The project includes comprehensive planning and policies to promote hiring of underrepresented populations including local and economic hiring preferences and investments in high-quality workforce development programs with supportive services, including labor-management programs, to help train, place, and retain people in good-paying jobs or registered apprenticeship.

(4) The project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation;
(5) The project includes new or improved walking and bicycling infrastructure, reduces automobile dependence, and improves access for people with disabilities and proactively incorporates Universal Design;27
(6) The project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities; or
(7) The project addresses automobile dependence as a form of barrier to opportunity.

The Department will also consider the extent to which the project benefits a Historically Disadvantaged Community or population, or Areas of Persistent Poverty, as defined in Section C of this Notice.

<table>
<thead>
<tr>
<th>Score</th>
<th>Equity, multimodal options, and quality of life criterion</th>
<th>Example</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>The project negatively impacts this project outcome area.</td>
<td>Example 1: The project sponsor has developed and published a general equity policy statement for their agency but have not demonstrated any other equity considerations for the actual project.</td>
</tr>
<tr>
<td></td>
<td>The project’s claimed benefits in this outcome area are plausible but minimal OR the project’s claimed benefits in this area are not plausible.</td>
<td>Example 2: The project sponsor has created additional multimodal access in conjunction with the project, but only as a minimum project requirement, and not as a result of intentional planning efforts.</td>
</tr>
<tr>
<td>2</td>
<td>The project produces nontrivial, positive benefits in this outcome area that are well supported by the evidence in the application.</td>
<td>Example: The project sponsor is supporting workforce development programs, including labor-management programs, local hire provisions and incorporating workforce strategy into project development in a manner that produces non-trivial benefits.</td>
</tr>
<tr>
<td>3</td>
<td>The project produces significant, transformative benefits in this outcome area, that are well supported by the evidence in the application.</td>
<td>Example: The project sponsor includes new and/or greatly improved multimodal and transit access across previously bifurcated disadvantaged neighborhoods, and demonstrates how specifically the disadvantaged neighborhoods will be positively impacted, and how those improvements were as a result of intentional planning and public input.</td>
</tr>
</tbody>
</table>

Criterion #6: Innovation Areas: Technology, Project Delivery, and Financing

Consistent with the Department’s Innovation Principles 28 to support workers, to allow for experimentation and learn from failure, to provide opportunities to collaborate, and to be flexible and adapt as technology changes, the Department will assess the extent to which the applicant uses innovative and secure-by-design strategies, including: (1) Innovative technologies, (2) innovative project delivery, or (3) innovative financing. Innovative Technology: Consistent with the Department’s Innovation Principles, the Department will assess innovative and secure-by-design technological approaches to transportation, particularly in relation to automated, connected, and electric vehicles and the detection, mitigation, and documentation of safety risks. When making grant award decisions, the Department will consider any

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27 “Universal design” is a concept in which products and environments are designed to be usable by all people, to the greatest extent possible, without the need for adaptation or specialized design. For more information: https://www.section508.gov/develop/universal-design.

innovative technological approaches proposed by the applicant, particularly projects that incorporate innovative technological design solutions, enhance the environment for connected, electric, and automated vehicles, or use technology to improve the detection, mitigation, and documentation of safety risks.

Innovative technological approaches may include, but are not limited to:
- Conflict detection and mitigation technologies (e.g., intersection alerts and signal prioritization);
- Dynamic signaling, smart traffic signals, or pricing systems to reduce congestion;
- Traveler information systems, to include work zone data exchanges;
- Signage and design features that facilitate autonomous or semi-autonomous vehicle technologies;
- Applications to automatically capture and report safety-related issues (e.g., identifying and documenting near-miss incidents);
- Vehicle-to-Everything (V2X) Technologies (e.g., technology that facilitates passing of information between a vehicle and any entity that may affect the vehicle);
- Vehicle-to-Infrastructure (V2I) Technologies (e.g., digital, physical, coordination, and other infrastructure technologies and systems that allow vehicles to interact with transportation infrastructure in ways that improve their mutual performance);
- Vehicle-to-Grid Technologies (e.g., technologies and infrastructure that encourage electric vehicle charging, and broader sustainability of the power grid);
- Cybersecurity elements to protect safety-critical systems;
- Broadband deployment and the installation of high-speed networks concurrent with the transportation project construction;
- Technology at land and seaports of entry that reduces congestion, wait times, and delays, while maintaining or enhancing the integrity of our border;
- Work Zone data exchanges or related data exchanges; or
- Other Intelligent Transportation Systems (ITS) that directly benefit the project’s users or workers, such as a project to develop, establish, or maintain an integrated mobility management system, a transportation demand management system, or on-demand mobility services.

For innovative safety proposals, the Department will evaluate safety benefits that those approaches could produce and the broader applicability of the potential results. The Department will also assess the extent to which the project uses innovative technology that supports surface transportation to significantly enhance the operational performance of the transportation system. Please note that all innovative technology must be in compliance with 2 CFR 200.216.29

### Score 

<table>
<thead>
<tr>
<th>Score</th>
<th>Innovation criterion</th>
<th>Example</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>The project negatively impacts this project outcome area. The project’s claimed benefits in this outcome area are plausible but minimal OR the project’s claimed benefits in this area are not plausible.</td>
<td>Example: The project references the incorporation of innovative technologies but does not elaborate on the benefits of those technologies or demonstrate how those technologies align with USDOT’s innovation principles. Example 1: The project incorporates some or limited amount of materials or construction processes that reduce greenhouse gas emissions. Example 2: The project incorporates innovative technology that advances USDOT innovation goals and employs innovative project delivery methods that will accelerate delivery and achieved improved outcomes.</td>
</tr>
<tr>
<td>1</td>
<td>The project produces nontrivial, positive benefits in this outcome area that are well supported by the evidence in the application.</td>
<td>Example 1: The project incorporates some or limited amount of materials or construction processes that reduce greenhouse gas emissions. Example 2: The project incorporates a significant amount of materials or construction processes that reduce greenhouse gas emissions.</td>
</tr>
<tr>
<td>2</td>
<td>The project produces significant, transformative benefits in this outcome area, that are well supported by the evidence in the application.</td>
<td>Example 2: The project will generate significant benefits as a direct result of innovative technology, project delivery approaches, or innovative financing.</td>
</tr>
</tbody>
</table>

iii. Economic Analysis Rating

The Department will consider a project’s benefits as compared to its costs to determine whether a project is cost effective and assign an economic analysis rating. To the extent possible, the Department will rely on quantitative, evidence-based and data-supported analysis, in this assessment. Based on the Department’s assessment, the Department will assign an economic analysis rating of high, medium-high, medium, medium-low, or low according to the following table:

iv. Project Readiness Rating

The Department will consider project readiness to assess the likelihood of a successful project. In that project readiness analysis, the Department will consider three evaluation ratings: Environmental Risk, Technical Assessment, and Financial Completeness Assessment. The application should contain a section that explicitly addresses Environmental Risk, but the Technical Assessment and Financial Completeness Assessment will be based on information contained throughout the application.

Environmental Risk assessment analyzes the project’s environmental approvals and likelihood of the necessary approval affecting project obligation, and results in a rating of “high risk,” “moderate risk,” or “low risk.”

The Technical Assessment will be reviewed for all eligible applications and will assess the applicant’s capacity to successfully deliver the project in compliance with applicable Federal requirements based on factors including the recipient’s experience working with Federal agencies, civil rights compliance (including compliance with Title VI of the Civil Rights Act of 1964 and accompanying DOT regulations, the Americans with Disability Act, and Section 504 of the Rehabilitation Act), previous experience with Department discretionary grant awards and the technical experience and resources dedicated to the project. Technical Assessment ratings will be one of the following: “certain,” “somewhat certain,” “uncertain,” or “unknown.” Lack of previous project delivery according to Federal requirements is not sufficient justification for a rating of “uncertain,” but may result in a rating of “unknown.”

<table>
<thead>
<tr>
<th>Rating</th>
<th>Description</th>
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<tbody>
<tr>
<td>High</td>
<td>The project’s benefits will exceed its costs, with a benefit-cost ratio of at least 1.5.</td>
</tr>
<tr>
<td>Medium-High</td>
<td>The project’s benefits will exceed its costs.</td>
</tr>
<tr>
<td>Medium</td>
<td>The project’s benefits are likely to exceed its costs.</td>
</tr>
<tr>
<td>Medium-Low</td>
<td>The project’s costs are likely to exceed its benefits.</td>
</tr>
<tr>
<td>Low</td>
<td>The project’s costs will exceed its benefits.</td>
</tr>
</tbody>
</table>

The Financial Completeness Assessment reviews the availability of matching funds and whether the applicant presented a complete funding package, and will receive a rating of “complete,” “partially complete,” or “incomplete.” For projects that receive a rating of “complete” and include funding estimates that are based on early stages of design (e.g., less than 30 percent design) or outdated cost estimates, without specified contingency, evaluators may add a comment to note the potential for uncertainty in the estimated project costs. All applicants should describe a plan to address potential cost overruns.

The Project Readiness Ratings described above will be translated to a high, medium-high, medium, medium-low, or low rating, using the table below:

<table>
<thead>
<tr>
<th>Rating</th>
<th>1</th>
<th>2</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Assessment</td>
<td>Uncertain: The team is not confident in the applicant’s capacity to deliver this project in a manner that satisfies Federal requirements.</td>
<td>Somewhat Certain/Unknown: The team is moderately confident in the applicant’s capacity to deliver the project in a manner that satisfies Federal requirements.</td>
<td>Certain: The team is confident in the applicant’s capacity to deliver the project in a manner that satisfies Federal requirements.</td>
</tr>
<tr>
<td>Financial Completeness</td>
<td>Incomplete Funding: The project lacks full funding, or one or more Federal or non-Federal match sources are still uncertain as to whether they will be secured in time to meet the project’s construction schedule.</td>
<td>Partially Complete/Appear Stable and Highly Likely to be Available: Project funding is not fully committed but appears highly likely to be secured in time to meet the project’s construction schedule.</td>
<td>Complete, Stable and Committed: The Project’s Federal and non-Federal sources are fully committed—and there is demonstrated funding available to cover contingency/cost increases.</td>
</tr>
<tr>
<td>Environmental Review and Permitting Risk</td>
<td>High Risk: The project has not completed or begun NEPA and there are known environmental or litigation concerns associated with the project.</td>
<td>Moderate Risk: The project has not completed NEPA or secured necessary Federal permits, and it is uncertain whether they will be able to complete NEPA or secure necessary Federal permits in the time necessary to meet their project schedule.</td>
<td>Low Risk: The Project has completed NEPA or it is highly likely that they will be able to complete NEPA and other environmental reviews in the time necessary to meet their project schedule.</td>
</tr>
</tbody>
</table>

v. Additional Considerations

a. Geographic Diversity

By statute, when selecting MPDG projects, the Department must consider contributions to geographic diversity among recipients, including the need for a balance between the needs of rural and urban communities. The Department will consider whether the project is located in an Area of Persistent Poverty or a Historically Disadvantaged Community, as defined in Section C of this Notice.

The Department will also consider whether the project is located in the Department or Federally designated area such as a qualified opportunity zone, Empowerment Zone, Promise Zone, or Choice Neighborhood. Applicants can find additional information about each of the designated zones at the sites below:

- Opportunity Zones: (https://opportunityzones.hud.gov/)
- Empowerment Zones: (https://www.hud.gov/hudprograms/empowerment_zones)
- Promise Zones: (https://www.hud.gov/program_offices/field_policy_mgt/fieldpolicymgtpz)

A project located in a Federally designated community development zone is more competitive than a similar project that is not located in a Federally designated community development zone. The Department will rely on applicant-supplied information to make
this determination and will only consider this if the applicant expressly identifies the designation in their application.

b. Evaluation of Project Requirements

The following describes how the Department will evaluate the statutory Project requirements for the MPDG opportunity.

1. The project will generate (or for Mega, “is likely to generate”) national or regional economic, mobility, or safety benefits (applicable for Mega, INFRA, and Rural).

A project meets this determination if the Project Outcome Analysis documents national or regional economic, mobility, or safety benefits.

2. The project will be cost effective (applicable for Mega, INFRA, and Rural).

The Department’s determination will be based on its estimate of the project’s benefits and costs: A project is determined to be cost effective if the Department estimates that the project’s benefits will or are likely to exceed its costs.

3. The project will contribute to the accomplishment of one or more of the goals described in 23 U.S.C. 150 (applicable for INFRA and Rural).

A project meets this requirement if the Project Outcome Analysis documents benefits related to one of the following:

National Goals.—It is in the interest of the United States to focus the Federal-aid highway program on the following national goals:

(1) Safety.—To achieve a significant reduction in traffic fatalities and serious injuries on all public roads.

(2) Infrastructure condition.—To maintain the highway infrastructure asset system in a state of good repair.

(3) Congestion reduction.—To achieve a significant reduction in congestion on the National Highway System.

(4) System reliability.—To improve the efficiency of the surface transportation system.

(5) Freight movement and economic vitality.—To improve the national freight network, strengthen the ability of rural communities to access national and international trade markets, and support regional economic development.

(6) Environmental sustainability.—To enhance the performance of the transportation system while protecting and enhancing the natural environment.

4. The project is based on the results of preliminary engineering (applicable for INFRA and Rural).

A project meets this requirement if the application provides evidence that at least one of the following activities has been completed at the time of application submission: Environmental assessments, topographic surveys, meteorological surveys, hydrological investigations, hydrologic analysis, hydraulic analysis, utility engineering, traffic studies, financial plans, revenue estimates, hazardous materials assessments, surveys of the types and quantities of materials, or other work needed to establish parameters for the final design.

5. With respect to related non-Federal financial commitments, one or more stable and dependable funding or financing sources are available to construct, maintain, and operate the project, and contingency amounts are available to cover unanticipated cost increases (applicable for Mega and INFRA).

A project meets this requirement if the application demonstrates that financing sources are dedicated to the proposed project and are highly likely to be available within the proposed project schedule, and if it provides evidence of contingency funding in the project budget.

6. The project cannot be easily and efficiently completed without other Federal funding or financial assistance available to the project sponsor (applicable to INFRA) —or— The project is in significant need of Federal funding (applicable to Mega).

A project meets this requirement if the application demonstrates one or more of the following:

(1) The project scope would be negatively affected if MPDG or other Federal funds were not received.

(2) The project schedule would be negatively affected if MPDG or other Federal funds were not received.

(3) The project cost would materially increase if MPDG or other Federal funds were not received.

7. The project is reasonably expected to begin construction no later than 18 months after the date of obligation of funds for the project (applicable to INFRA and Rural).

A project meets this requirement if the proposed project schedule and the evaluation of the project readiness evaluation team indicate that it is reasonably expected to begin construction not later than 18 months after obligation.

8. The applicant has, or will have, sufficient legal, financial, and technical capacity to carry out the project (applicable to Mega).

A project meets this requirement if the EMO team determines, based on the assessment of project readiness evaluation teams, that the applicant has sufficient legal, financial, and technical capacity to carry out the project, as described in Section E.

9. Small INFRA Projects (applicable to Small INFRA projects).

For Small INFRA projects to be selected, the Department must consider the cost effectiveness of the proposed project, the effect of the proposed project on mobility in the State and region in which the project is carried out, and the effect of the proposed project on safety on freight corridors with significant hazards, such as high winds, heavy snowfall, flooding, rockslides, mudslides, wildfire, wildlife crossing onto the roadway, or steep grades. The Department will consider a small INFRA project’s cost effectiveness based on the results of the benefit-cost analysis submitted with the application. The Department will consider the effect of the proposed project on mobility as part of the Economic Impacts and Equity Project Outcome Areas. The Department will consider the effect on safety on freight corridors with significant hazards as part of the Climate, Safety, and Economic Impact Project Outcome areas.

vi. Previous Awards

The Department may consider whether the project has previously received an award from the RAISE, INFRA, or other departmental discretionary grant programs.

2. Review and Selection Process

Section E addresses the statutory requirement that the Department describe the methodology that will be used to determine if projects satisfy statutory project requirements, how they will be rated according to selection criteria and considerations, and how those criteria and considerations will be used to assign an overall rating.

The MPDG evaluation process consists of a Phase and Senior Review Phase. In the Analysis Phase, teams will, for each project, determine whether the project satisfies statutory requirements and rate how well it addresses the selection criteria using the rating system described in section E.1. If an applicant opts out of a specific program, then the Department will not consider whether the proposed project meets that program’s requirements.

The Senior Review Team will consider the applications and the technical evaluations, assign an overall
rating according to the methodology described above. Once every project has been assigned an overall rating for each program, the SRT will review if the list of Highly Recommended projects under each program is sufficient to satisfy program set-asides and geographic diversity requirements. If not, ‘Recommended’ projects may be added to each program’s proposed list of Projects for Consideration until each program’s list can satisfy necessary set-asides, geographic diversity requirements, or to ensure there are sufficient projects to distribute all available funds, and the SRT treats all similarly situated Recommended projects the same.

For each program, the SRT will present the list of Projects for Consideration to the Secretary, either collectively or through a representative. The SRT may advise the Secretary on any project on the list of Projects for Consideration, including options for reduced awards, but the Secretary makes final project selections. The Secretary must prioritize selections from among the projects assigned a “Highly Recommended” Rating. The Secretary’s selections identify the applications that best address program requirements and are most worthy of funding.

3. Additional Information

Prior to award, each selected applicant will be subject to a risk assessment as required by 2 CFR 200.206. The Department must review and consider any information about the applicant that is in the designated integrity and performance system accessible through SAM (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)). An applicant may review information in FAPIIS and comment on any information about itself that a Federal awarding agency previously entered. The Department will consider comments by the applicant, in addition to other information in FAPIIS, in making a judgment about the applicant’s integrity, business ethics, and record of performance under Federal awards when completing the review of risk posed by applicants.

F. Federal Award Administration Information

1. Federal Award Notices

Following the evaluation outlined in Section E, the Secretary will announce awarded projects by posting a list of selected projects at https://www.transportation.gov/grants/mpdg-announcement. Following the announcement, the Department will contact the point of contact listed in the SF 424 to initiate negotiation of a project-specific agreement.

2. Administrative and National Policy Requirements

i. Safety Requirements

The Department will require MPDG projects to meet two general requirements related to safety. First, MPDG projects must be part of a thoughtful, data-driven approach to safety. Each State maintains a strategic highway safety plan.30 MPDG projects will be required to incorporate appropriate elements that respond to priority areas identified in that plan and are likely to yield safety benefits. Second, MPDG projects will incorporate appropriate safety-related activities that the Federal Highway Administration (FHWA) has identified as “proven safety countermeasures” due to their history of demonstrated effectiveness.31

After selecting MPDG recipients, the Department will work with those recipients on a project-by-project basis to determine the specific safety requirements that are appropriate for each award.

ii. Program Requirements

(a) Climate Change and Environmental Justice Impact Consideration

Each applicant selected for MPDG grant funding must demonstrate effort to consider climate change and environmental justice impacts as described in Section A. Projects that have not sufficiently considered climate change and environmental justice in their planning, as determined by the Department, will be required to do so before receiving funds for construction, consistent with Executive Order 14008, Tackling the Climate Crisis at Home and Abroad (86 FR 7610).34

(b) Equity and Barriers to Opportunity

Each applicant selected for MPDG grant funding must demonstrate effort to improve equity and reduce barriers to opportunity as described in Section A. Projects that have not sufficiently considered equity and barriers to opportunity in their planning, as determined by the Department, will be required to do so before receiving funds for construction, consistent with Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government (86 FR 7009).33

(c) Labor and Work

Each applicant selected for MPDG grant funding must demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of high labor standards as described in Section A. To the extent that applicants have not sufficiently considered job quality and labor rights in their planning, as determined by the Department of Labor, the applicants will be required to do so before receiving funds for construction, consistent with Executive Order 14025, Worker Organizing and Empowerment (86 FR 22829), and Executive Order 14052, Implementation of the Infrastructure Investment and Jobs Act (86 FR 64335).

As expressed in section A, equal employment opportunity is an important priority. The Department wants to ensure that project sponsors have the support they need to meet requirements under E.O. 11246, Equal Employment Opportunity (30 FR 12319, and as amended). All federally assisted contractors are required to make good faith efforts to meet the goals of 6.9% of construction project hours being performed by women and goals that vary based on geography for construction work hours and for work being performed by people of color.34 The U.S. Department of Labor’s Office of Federal Contract Compliance Programs (OFCCP) has a Mega Construction Project Program through which it engages with project sponsors as early as the design phase to help promote compliance with non-discrimination and affirmative action obligations.

Through the program, OFCCP offers contractors and subcontractors extensive compliance assistance, conducts compliance evaluations, and helps to build partnerships between the project sponsor, prime contractor, subcontractors, and relevant stakeholders. OFCCP will identify

31 Information on FHWA proven safety countermeasures is available at: https://safety.fhwa.dot.gov/provencountermeasures/.
32 An illustrative example of how these requirements are applied to recipients can be found here: https://cms.buildamerica.dot.gov/buildamerica/financing/infra-grants/ifa-fy21-fhwa-general-terms-and-conditions.
33 An illustrative example of how these requirements are applied to recipients can be found here: https://safety.fhwa.dot.gov/shsp/other_resources.cfm.
projects that receive an award under this notice and are required to participate in OFCCP’s Mega Construction Project Program from a wide range of federally assisted projects over which OFCCP has jurisdiction and that have a project cost above $35 million. DOT will require project sponsors with costs above $35 million that receive awards under this funding opportunity to partner with OFCCP, if selected by OFCCP, as a condition of their DOT award. Under that partnership, OFCCP will ask these project sponsors to make clear to prime contractors in the pre-bid phase that project sponsor’s award terms will require their participation in the Mega Construction Project Program. Additional information on how OFCCP makes its selections for participation in the Mega Construction Project Program is outlined under “Scheduling” on the Department of Labor website: https://www.dol.gov/agencies/ofccp/faqs/construction-compliance.

(d) Critical Infrastructure Security and Resilience

It is the policy of the United States to strengthen the security and resilience of its critical infrastructure against both physical and cyber threats. Each applicant selected for MPDG grant funding must demonstrate, prior to the signing of the grant agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the project. Projects that have not appropriately considered and addressed physical and cyber security and resilience in their planning, design, and project oversight, as determined by the Department and the Department of Homeland Security, will be required to do so before receiving funds for construction, consistent with Presidential Policy Directive 21—Critical Infrastructure Security and Resilience and the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems.

iii. Other Administrative and Policy Requirements

All awards will be administered pursuant to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards found in 2 CFR part 200, as adopted by the Department at 2 CFR part 1201. INFRA and Rural grant funds are made available under title 23 of the United States Code and generally subject to the requirements of that title. Consistent with 23 U.S.C. 117(l) and 173(o), for freight projects awarded INFRA grant funds and all projects award Rural grant funds, the project will be treated as if it is located on a Federal-aid highway. The Department will also treat non-Freight projects eligible for INFRA funding under 23 U.S.C. 117(c)(1)(A)(iv–vii) as though they are federal-aid highway projects for the purposes of applying federal requirements. For projects awarded Mega grant funds, the project will be treated in relation to project’s modal nature: The requirements of title 23 shall apply to a highway, road or bridge project; the requirements of chapter 53 of title 49 of the United States Code shall apply to a transit project; the requirements of 49 U.S.C. 22905 shall apply to a rail project or component; and, the requirements of 49 U.S.C. 5333 shall apply to any public transportation component of a project. Additionally, as permitted under the requirements described above, applicable Federal laws, rules, and regulations of the relevant operating administration administering the project will apply to the projects that receive MPDG grants, including planning requirements, Stakeholder Agreements, and other requirements under the Department’s other highway, transit, rail, and port grant programs.

As expressed in Executive Order 14005, Ensuring the Future Is Made in All of America by All of America’s Workers (86 FR 7475), it is the policy of the executive branch to maximize, consistent with law, the use of goods, products, and materials produced in, and services offered in, the United States. The Mega, INFRA, and Rural programs are infrastructure programs subject to the Build America, Buy America Act (Pub. L. No 117–58, div. G §§ 70901–70927). All INFRA and Rural projects are subject to the Buy America requirement at 23 U.S.C. 313, as are Mega projects administered by the Federal Highway Administration. Mega projects administered by other OAs will be subject to the Buy America regime applicable to that OA. The Department expects all recipients to be able to complete their project without needing a waiver. However, to obtain a waiver, a recipient must be prepared to demonstrate how they will maximize the use of domestic goods, products, and materials in constructing their project.

The applicability of Federal requirements to a project may be affected by the scope of the NEPA reviews for that project. For example, under 23 U.S.C. 313(g), Buy America requirements apply to all contracts that are eligible for assistance under title 23, United States Code, and are carried out within the scope of the NEPA finding, determination, or decision regardless of the funding source of such contracts if at least one contract is funded with Title 23 funds. As another example, Americans with Disabilities Act (ADA) regulations apply to all projects funded under this Notice.

Recipients of Federal transportation funding will be required to comply fully with the ADA, Title VI of the Civil Rights Act of 1964, and all other civil rights requirements. The Department’s and the applicable Operating Administrations’ Office of Civil Rights may work with awarded projects to ensure full compliance with Federal civil rights requirements.

In connection with any program or activity conducted with or benefiting from funds awarded under this notice, recipients of funds must comply with all applicable requirements of Federal law, including, without limitation, the Constitution of the United States; the conditions of performance, nondiscrimination requirements, and other assurances made applicable to the award of funds in accordance with regulations of the Department of Transportation; and applicable Federal financial assistance and contracting principles promulgated by the Office of Management and Budget. In complying with these requirements, recipients, in particular, must ensure that no concession agreements are denied or other contracting decisions made on the basis of speech or other activities protected by the First Amendment. If the Department determines that a recipient has failed to comply with applicable Federal requirements, the Department may terminate the award of funds and disallow previously incurred costs, requiring the recipient to reimburse any expended award funds. MPDG projects involving vehicle acquisition must involve only vehicles that comply with applicable Federal Motor Vehicle Safety Standards and Federal Motor Vehicle Safety Regulations, or vehicles that are exempt from Federal Motor Carrier Safety Standards or Federal Motor Carrier Safety Regulations in a manner that allows for the legal acquisition and deployment of the vehicle or vehicles.

3. Reporting

i. Progress Reporting on Grant Activity

Each applicant selected for an MPDG opportunity grant must submit the Federal Financial Report (SF–425) on the financial condition of the project and the project’s progress, as well as an Annual Budget Review and Program Plan to monitor the use of Federal funds and ensure accountability and financial
transparency in the MPDG opportunity. In addition, Mega grant recipients will be required to submit a data collection baseline and a Project Outcomes report, as described in Section C.5.i.(c).

ii. Reporting of Matters Related to Integrity and Performance

If the total value of a selected applicant’s currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then the applicant during that period of time must maintain the currency of information reported SAM that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110–417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111–212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

iii. Program Evaluation

As a condition of grant award, grant recipients may be required to participate in an evaluation undertaken by DOT or another agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all or selected sites within or across grant recipients, or a benefit/cost analysis or assessment of performance on investment. We may require applicants to collect data elements to aid the evaluation. As a part of the evaluation, as a condition of award, grant recipients must agree to: (1) Make records available to the evaluation contractor; (2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or DOT staff.

Recipients and subrecipients are also encouraged to incorporate program evaluation including associated data collection activities from the outset of their program design and implementation to meaningfully document and measure their progress towards meeting an agency priority goals. Title I of the Foundations for Evidence-Based Policymaking Act of 2018 (Evidence Act), Public Law 115–435 (2019) urges federal awarding agencies and federal assistance recipients and subrecipients to use program evaluation as a critical tool to learn, to improve equitable delivery, and to elevate program service and delivery across the program lifecycle. Evaluation means “an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency.” Evidence Act § 101 (codified at 5 U.S.C. 311). Credible program evaluation activities are implemented with relevance and utility, rigor, independence and objectivity, transparency, and ethics (OMB Circular A–11, Part 6 Section 290).

For grant recipients receiving an award, evaluation costs are allowable costs (either as direct or indirect), unless prohibited by statute or regulation, and such costs may include the personnel and equipment needed for data infrastructure and expertise in data analysis, performance, and evaluation. (2 CFR part 200).

G. Federal Awarding Agency Contacts

For further information concerning this notice, please contact the Office of the Secretary via email at MPDGrants@dot.gov. In addition, up to the application deadline, the Department will post answers to common questions and requests for clarifications on the Department’s website at https://www.transportation.gov/grants/mpdg-frequently-asked-questions. To ensure applicants receive accurate information about eligibility or the program, the applicant is encouraged to contact the Department directly, rather than through intermediaries or third parties, with questions. Department staff may also conduct briefings on the MPDG Transportation grant selection and award process upon request.

H. Other Information

1. Protection of Confidential Business Information

All information submitted as part of, or in support of, any application shall use publicly available data or data that can be made public and methodologies that are accepted by industry practice and standards, to the extent possible. If the application includes information the applicant considers to be a trade secret or confidential commercial or financial information, the applicant should do the following: (1) Note on the front cover that the submission “Contains Confidential Business Information (CBI)”; (2) mark each affected page “CBI”; and (3) highlight or otherwise denote the CBI portions.

The Department protects such information from disclosure to the extent allowed under applicable law. In the event the Department receives a Freedom of Information Act (FOIA) request for the information, the Department will follow the procedures described in its FOIA regulations at 49 CFR 7.17. Only information that is ultimately determined to be confidential under that procedure will be exempt from disclosure under FOIA.

2. Publication of Application Information

Following the completion of the selection process and announcement of awards, the Department intends to publish a list of all applications received along with the names of the applicant organizations and funding amounts. Except for the information properly marked as described in Section H, the Department may make application narratives publicly available or share application information within the Department or with other Federal agencies if the Department determines that sharing is relevant to the respective program’s objectives.

As required by statute the Department will also publish the overall rating for each project seeking Mega Project funds.

3. Department Feedback on Applications

The Department strives to provide as much information as possible to assist applicants with the application process. The Department will not review applications in advance, but Department staff are available for technical questions and assistance. To efficiently use Department resources, the Department will prioritize interactions with applicants who have not already received a debrief on their FY 2021 INFRA application. Program staff will address questions to MPDGrants@dot.gov throughout the application period.

4. Prohibition on Use of Funds To Support or Oppose Union Organizing

MPDG funds may not be used to support or oppose union organizing, whether directly or as an offset for other funds.

5. MPDG Extra, Eligibility and Designation

The MPDG Extra initiative is aimed at encouraging sponsors with competitive projects that do not receive an MPDG
award to consider applying for TIFIA credit assistance.
Projects for which a MPDG application receives a Highly Recommended rating, as described in Section E, but that are not awarded, are automatically designated MPDG Extra Projects, unless the Department determines that they are not reasonably likely to satisfy the TIFIA project type (23 U.S.C. 601(a)(12)) and project size (23 U.S.C. 602(a)(5)) eligibilities. This designation provides the sponsors of these projects the opportunity to apply for TIFIA credit assistance for up to 49% of eligible project costs. Under current policy, TIFIA credit assistance is limited to 33% of eligible project costs unless the applicant provides strong rationale for requiring additional assistance. Projects designated as MPDG Extra Projects will be announced by the Secretary after MPDG award announcements are made.

For further information about the TIFIA program in general, including details about the types of credit assistance available, eligibility requirements and the creditworthiness review process, please refer to the Build America Bureau Credit Programs Guide, available on the Build America Bureau website: https://www.transportation.gov/buildamerica/financing/program-guide.

Disclaimer: A MPDG Extra Project designation does not guarantee that an applicant will receive TIFIA credit assistance, nor does it guarantee that any award of TIFIA credit assistance will be equal to 49% of eligible project costs. Receipt of TIFIA credit assistance is contingent on the applicant’s ability to satisfy applicable creditworthiness standards and other Federal requirements.

Issued in Washington, DC, on March 22, 2022.

Peter Paul Montgomery Buttrigieg, Secretary of Transportation.
[FR Doc. 2022–06350 Filed 3–24–22; 8:45 am]

BILLING CODE 4910–9X–P

DEPARTMENT OF TRANSPORTATION

Bureau of Transportation Statistics
[Docket ID Number: DOT–OST–2014–0031]

Agency Information Collection;
Activity Under OMB Review;
Preservation of Records

AGENCY: Office of the Assistant Secretary for Research and Technology (OST–R), Bureau of Transportation Statistics (BTS), Department of Transportation (DOT).

ACTION: Notice.

SUMMARY: In compliance with the Paperwork Reduction Act of 1995, the Bureau of Transportation Statistics invites the general public, industry, and other governmental parties to comment on the continuing need for and usefulness of BTS requiring certificated air carriers to preserve accounting records, consumer complaint letters, reservation reports and records, system reports of aircraft movements, etc. Also, public charter operators and overseas military personnel charter operators are required to retain certain contracts, invoices, receipts, bank records and reservation records.

DATES: Written comments should be submitted by May 24, 2022.

ADDRESSES: You may submit comments identified by DOT Docket ID Number DOT–OST–2014–0031 OMB Approval No. 2138–0006 by any of the following methods:

Federal eRulemaking Portal: Go to https://www.regulations.gov. Follow the online instructions for submitting comments.


Hand Delivery or Courier: West Building Ground Floor, Room W12–140, 1200 New Jersey Avenue SE, between 9 a.m. and 5 p.m. ET, Monday through Friday, except Federal holidays.


Instructions: Identify docket number, DOT–OST–2014–0031, at the beginning of your comments, and send two copies. To receive confirmation that DOT received your comments, include a self-addressed stamped postcard. Internet users may access all comments received by DOT at https://www.regulations.gov. All comments are posted electronically without charge or edits, including any personal information provided.

Privacy Act: Anyone is able to search the electronic form of all comments received into any of our dockets by the name of the individual submitting the comment (or signing the comment, if submitted on behalf of an association, business, labor union, etc.). You may review DOT’s complete Privacy Act Statement in the Federal Register published on April 11, 2000 (65 FR 19477–78).

Docket: For access to the docket to read background documents or comments received, go to https://www.regulations.gov or the street address listed above. Follow the online instructions for accessing the dockets.

Electronic Access

You may access comments received for this notice at http://www.regulations.gov, by searching docket DOT–OST–2014–0031.

FOR FURTHER INFORMATION CONTACT: Jeff Gorham, Office of Airline Information, RTS–42, Room E34, OST–R, BTS, 1200 New Jersey Avenue SE, Washington, DC 20590–0001, Telephone Number (202) 366–4406, Fax Number (202) 366–3383 or EMAIL jeff.gorham@dot.gov.

SUPPLEMENTARY INFORMATION:

OMB Approval No.: 2138–0006.

Title: Preservation of Air Carrier Records—14 CFR part 249.

Form No.: None.

Type of Review: Reinstatement of an expired recordkeeping requirement.

Respondents: Certificated air carriers and charter operators.

Number of Respondents: 89 certificated air carriers, 280 charter operators.

Estimated Time per Response: 3 hours per certificated air carrier, 1 hour per charter operator.

Total Annual Burden: 547 hours.

Needs and Uses: Part 249 requires the retention of records such as: General and subsidiary ledgers, journals and journal vouchers, voucher distribution registers, accounts receivable and payable journals and ledgers, subsidy records documenting underlying financial and statistical reports to DOT, funds reports, consumer records, sales reports, auditors’ and flight coupons, air waybills, etc. Depending on the nature of the document, the carrier may be required to retain the document for a period of 30 days to three years. Public charter operators and overseas military personnel charter operators must retain documents which evidence or reflect deposits made by each charter participant and commissions received by, paid to, or deducted by travel agents, and all statements, invoices, bills and receipts from suppliers or furnishers of goods and services in connection with the tour or charter. These records are retained for six months after completion of the charter program.

Not only is it imperative that carriers and charter operators retain source documentation, but it is critical that DOT has access to these records. Given DOT’s established information needs for such reports, the underlying support documentation must be retained for a reasonable period of time. Absent the retention requirements, the support for such reports may or may not exist for audit/validation purposes and the relevance and usefulness of the carrier submissions would be impaired, since
Glasford Road  4/29/2022

Northbound Glasford Road

Northbound Glasford Road

Northbound Glasford Road

Northbound Glasford Road
Glasford Road / Main Street Intersection

Northbound Glasford Road

Northbound Glasford Road

Northbound Glasford Road at RxR Crossing
Glasford Road / Main Street Intersection – looking South

Glasford Road / Main Street Intersection – Looking East

Glasford Road / Main Street Intersection – Looking North

Northbound Glasford Road
West Leg of Glasford / Canton-Glasford Intersection
THIS PROFESSIONAL SERVICES AGREEMENT (PSA) is made this 12th day of May, 2022, between Peoria County, subsequently referred to as "Client," and Hanson Professional Services Inc., subsequently referred to as "Hanson."

By joining in this PSA, Client retains Hanson to provide professional services in connection with preparing a grant application for the Department of Transportation’s Multimodal Project Discretionary Grant Opportunity, subsequently referred to as "Project."

By this PSA, the scope of Hanson’s services on Project is limited to that described in Attachment A.

The attached LEGL0250 Rev 2 - General Conditions (C-S) are incorporated into and made a part of this PSA.

Client agrees to compensate Hanson for providing the above services in the manner described in Attachment B.

Client and Hanson hereby agree to and accept the terms and conditions stated above, including terms and conditions stated in the attached General Conditions, the receipt of which is acknowledged.

Hanson Professional Services Inc.

By: ____________________________
Title: Vice President
Date: April 25, 2022

Peoria County

By: ____________________________
Title: ____________________________
Date: ____________________________
Attachment A – Scope of Services

LEGL0200- 22L0058 Effective Date: 5/12/2022

Project Description:

Peoria County plans to apply for a grant from the Department of Transportation’s Multimodal Project Discretionary Grant Opportunity in the Rural Surface Transportation Grant Program (RURAL) for Glasford Road from IL Route 24 to Canton-Glasford Road.

Services:

The Scope of Services to be provided is limited to the following:

Hanson will work with the County to prepare a RURAL grant application for Glasford Road. The following tasks will be included:

1. Prepare cost/benefit analysis according to the grant guidelines to show the benefits justify the costs.
2. Prepare text, tables and figures for grant application.
3. Coordination with County staff
   a. Gather information required for the grant application.
   b. Discuss Letters of Support needed.
   c. Review and comments on application.
   d. Final submittal of application.

The application deadline is May 23, 2022.

Notice to Proceed was granted on April 12, 2022.
Attachment B – Charges for Services

LEGL0200- 22L0058 Effective Date: 5/12/2022

Basis of Charges:

Charges for professional services performed by our firm for all services listed in the Scope of Services will be made on the basis of Hanson's direct labor costs times a factor of 3.0, plus reimbursable project expenses. Billings will be issued at least monthly, and will be based upon total services completed and expenses incurred at the time of the billing.

Cost of Services:

The total cost to accomplish the Scope of Services for this project will be $30,000. Hanson agrees not to exceed $30,000 without prior notification to the Client. If the County decides to pursue more than one grant application, Hanson will renegotiate the fee at that time.
1. **Invoices:** Charges for services will be billed at least as frequently as monthly, and at the completion of the Project. CLIENT shall compensate HANSON for any sales or value added taxes which apply to the services rendered under this agreement or any addendum thereto. CLIENT shall reimburse HANSON for the amount of such taxes in addition to the compensation due for services. Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by HANSON. Invoices are delinquent if payment has not been received within 30 days of the invoice date. There will be an additional charge of 1 1/2 percent per month compounded on amounts outstanding more than 30 days. All time spent and expenses incurred (including attorney’s fees) in connection with collection of any delinquent amount will be paid by CLIENT to HANSON per HANSON’s current fee schedules.

2. **Termination:** This Agreement may be terminated by either party upon written notice. Any termination shall only be for good cause such as legal, unavailability of adequate financing or major changes in the scope of services. In the event of any termination, HANSON will be paid for all services and expenses rendered to the date of termination on a basis of payroll cost times a multiplier of 3.0 (if not previously provided for), plus reimbursable expenses, plus reasonable termination expenses, including the cost of completing analyses, records, and reports necessary to document job status at the time of termination. Notwithstanding the foregoing, the amount paid for services and expenses rendered prior to termination shall not exceed the total estimated cost of the Contract.

3. **Reuse of Documents:** All documents including reports, drawings, specifications, and electronic media furnished by HANSON pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of this project, or on any other project. Any reuse without specific written verification or adaptation by HANSON will be at CLIENT’s sole risk, and without liability to HANSON, and CLIENT shall indemnify and hold harmless HANSON from all claims, damages, losses and expenses including court costs and attorney’s fees arising out of or resulting therefrom. Any such verification or adaptation will entitle HANSON to further compensation at rates to be agreed upon by CLIENT and HANSON.

4. **Standard of Care:** Services performed by HANSON under this Agreement will be conducted in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party. HANSON is not acting as a municipal advisor to CLIENT as defined by the Securities and Exchange Commission.

5. **Resilient Design:** CLIENT agrees that estimating and projecting future weather, climate, rainfall, flood, tidal, ocean and on-shore conditions and their impacts upon existing or contemplated developments, infrastructure or resources is difficult, complex and based on variable assumptions that are impacted by factors beyond HANSON’s ability to predict or control.

Accordingly, any estimates, forecasts, studies, reviews, conclusions, recommendations, or assessments provided as part of HANSON’s services are presented solely on the basis of data currently available and current design standards and may no longer be valid if the available data or design standards materially change.
CLIENT further agrees and understands that weather, climate, rainfall, flood, tidal, ocean and onshore conditions are predicted based on probability, and extreme events can and will occur and may cause damage regardless of mitigation measures.

HANSON and CLIENT have discussed the risks and benefits of resilient design alternatives. If CLIENT decides to proceed with a course of action against advice of HANSON where HANSON’s advice is intended to reduce the risk or damage in the event of highly likely or certain natural or manmade events, CLIENT hereby agrees to release, hold harmless, defend, and indemnify HANSON from any and all claims, damages, losses, or costs associated with or arising out of CLIENT’s decision to proceed against HANSON’s advice.

6. General Liability Insurance and Limitation: HANSON is covered by general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with limits which HANSON considers reasonable. Certificates of insurance shall be provided to CLIENT upon request in writing. HANSON shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. HANSON shall not be responsible for any loss, damage or liability arising from any act or omission by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which HANSON has no supervision or control.

7. Suspension of Services: If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, HANSON may suspend performance of services upon five (5) calendar days’ notice to CLIENT. HANSON shall have no liability whatsoever to CLIENT, and CLIENT agrees to make no claim for any delay or damage as a result of such suspension.

8. Delays: The CLIENT agrees that HANSON is not responsible for damages arising directly or indirectly from any delays for causes beyond HANSON’s control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, epidemics, pandemics, war or other emergencies; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT’s contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by HANSON to perform its services in an orderly and efficient manner, HANSON shall be entitled to negotiate a reasonable adjustment in schedule and compensation, or, if encountering severe disruptions or emergencies, shall be entitled to terminate services.

9. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor HANSON, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to this Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both CLIENT and HANSON shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project.

10. Contingency Fund: The CLIENT and HANSON acknowledge that changes may be required during construction because of possible omissions, ambiguities or inconsistencies in the plans and specifications and, therefore, that the costs of the project may exceed the construction contract sum. The CLIENT agrees to set aside a reserve in the amount of Five Percent (5%) of the actual project construction costs as a contingency reserve to be used, as required, to pay for any such increased project costs. The CLIENT further agrees to make no claim by way of direct or third-party action against HANSON or sub-contractors and subconsultants with respect to any payments within the limit of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes.

11. Additional Limitation: In recognition of the relative risks and benefits of the Project to both the CLIENT and HANSON, the risks have been allocated such that the CLIENT agrees that for the compensation herein provided (or if a Master Professional Services Agreement (MPSA) is used,
the compensation provided in a Task Order), HANSON cannot expose itself to damages disproportionate to the nature and scope of HANSON’s services or the compensation payable to it hereunder or under an MPSA Task Order. Therefore, the CLIENT agrees to limit its remedies against HANSON arising from HANSON’s professional acts, errors or omissions, in any action based on strict liability, breach of contract, negligence or any other cause of action, such that the total aggregate amount of the CLIENT’s damages shall not exceed $50,000 or HANSON’s total net fee for services rendered on the Project (or if an MPSA is used, the total net fee under an individual Task Order), whichever is greater. This limitation pertains to HANSON and to its subcontractors and subconsultants, and applies as a single aggregate amount to all work performed under the Agreement, including all work performed under an amendment or modification. If CLIENT desires a limit greater than that provided above, CLIENT and HANSON shall include in this Agreement the amount of such limit and the additional compensation to be paid to HANSON for assumption of such additional risk. CLIENT must notify HANSON in writing, before HANSON commences any services, of CLIENT’s intention to negotiate a greater limitation of remedies against HANSON and its associated impact on services, schedules, and compensation. Absent CLIENT’s written notification to the contrary, HANSON will proceed on the basis that the total remedies against HANSON is limited as set forth above.

12. Personal Liability: It is intended by the parties to this Agreement that HANSON’s services in connection with the Project shall not subject HANSON’s individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT’s sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against HANSON, a Delaware corporation, and not against any of HANSON’s individual employees, officers or directors.

13. Assignment: Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may become due, without the written consent of the other party. Subcontracting to subconsultants, normally contemplated by HANSON as generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

14. Statutes of Repose and Limitation: All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion for projects including construction documents or construction phase services, or the date of the completion of professional services if there is no associated construction. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date HANSON’s services are completed or terminated.

15. Dispute Resolution: In an effort to resolve any conflicts that arise during the design and construction of this Project or following completion of this Project, the CLIENT and HANSON agree that all disputes between them arising out of or relating to this Agreement or this Project shall first be submitted to nonbinding mediation.

16. Information Provided by Others: CLIENT shall furnish, at CLIENT’s expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. HANSON may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. HANSON shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided for HANSON’s use by CLIENT and/or CLIENT’s consultants and contractors.

17. Authority and Responsibility: HANSON shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, and shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids.

18. Right of Entry: CLIENT shall provide for HANSON’s right to enter property owned by CLIENT and/or others in order for HANSON to fulfill the scope of services for this Project. CLIENT understands that use of exploration equipment may unavoidably cause
some damage, the correction of which is not the responsibility of HANSON.

19. Utilities: CLIENT shall be responsible for designing the location of all utility lines and subterranean structures within the property line of the Project. CLIENT agrees to waive any claim against HANSON, and to defend, indemnify and hold harmless from any claim or liability for injury or loss arising from HANSON or other persons encountering utilities or other man-made objects that were not called to HANSON's attention or which were not properly located on plans furnished to HANSON. CLIENT further agrees to compensate HANSON for any time or expenses incurred by HANSON in defense of any such claim, in accordance with HANSON's prevailing fee schedule and expense reimbursement policy. Client's negligent acts or omissions in designing the location of utility lines or subterranean structures.

20. Job Site: Services performed by HANSON during construction will be limited to providing assistance in quality control and to deal with questions by the CLIENT's representative concerning conformance with drawings and specifications. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the Contractor's performance. HANSON will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. HANSON will not be responsible for the Contractor's obligation to carry out the work in accordance with the Contract Documents. HANSON will not be considered an agent of the owner and will not have authority to direct the Contractor's work or to stop work.

21. Opinions of Cost: Since HANSON has no control over the cost of labor, materials or equipment or over a Contractor's method of determining prices, or over competitive bidding or market conditions, its opinions of probable Project cost or construction cost for this Project will be based solely upon its own experience with construction, but HANSON cannot and does not guarantee that proposals, bids or the construction cost will not vary from its opinions of probable costs. If the CLIENT wishes greater assurance as to the construction cost, the CLIENT shall employ an independent cost estimator.

22. Shop Drawing Review: CLIENT agrees that HANSON's review of shop drawings, when such review is included in the scope of services, shall be solely for their conformance with HANSON's design intent and conformance with information given in the construction documents. HANSON shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences and operations of construction, safety precautions and programs incidental thereto, all of which are the Contractor's responsibility. The Contractor will be responsible for lengths, dimensions, elevations, quantities and coordination of the work with other trades. CLIENT warrants that the Contractor shall be made aware of its responsibilities to review shop drawings and approve them in these respects before submitting them to HANSON.

23. Record Drawings: CLIENT agrees that HANSON's preparation of record drawings, when such preparation is included in the scope of services and such preparation is based on information furnished by the Contractor and/or other third parties, will be made under the assumption that all furnished information is reliable and that HANSON cannot and does not warrant the accuracy of the furnished information. In the event that the scope of services additionally provides for HANSON to conduct surveys, investigations, and field measurements to collect or verify the information needed for the record drawings, HANSON will conduct such services with the Standard of Care as set forth in these General Conditions.

24. Confidentiality: Each party shall retain as confidential, all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission, and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not disclose such information to any third party, unless required to do so by law or court order.

25. Third-Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or HANSON. HANSON’s services under this Agreement are being performed solely for the CLIENT’s benefit, and no other party or entity shall have any claim against HANSON because of this Agreement or the performance or nonperformance of services hereunder. CLIENT and HANSON agree to require a similar provision in all contracts with
contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

26. Severability: If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

27. Survival: Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

28. Entire Agreement: This Agreement is the entire Agreement between the CLIENT and HANSON. It supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of this Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both CLIENT and HANSON.

29. Modification to the Agreement: CLIENT or HANSON may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of HANSON's compensation, to which CLIENT and HANSON mutually agree shall be incorporated in this Agreement by a written amendment to the Agreement.

30. Governing Law: This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

31. Construction Phase Services without Design: If HANSON is undertaking a nontraditional service on CLIENT’s behalf to provide Construction Contract Administration Services but not the design of the Project, CLIENT acknowledges that this arrangement, while suitable for the Project, creates additional risk for HANSON.

In consideration of the risks and rewards involved in this Project, CLIENT agrees, to the maximum extent permitted by law, to indemnify and hold harmless HANSON from any damages, liabilities or costs, including reasonable attorneys’ fees and defense costs, arising or allegedly arising from any negligent acts, errors or omissions by any other consultant employed by CLIENT on this Project and from any claims of copyright or patent infringement by HANSON arising from the use or reuse of any documents prepared or provided by CLIENT or any other consultants of CLIENT. CLIENT warrants that any documents provided to HANSON by CLIENT or by any other consultants may be relied upon as to their accuracy and completeness without independent investigation by HANSON and that CLIENT has the right to provide such documents to HANSON free of any claims of copyright or patent infringement or violation of any other party’s rights in intellectual property.
TO THE HONORABLE COUNTY BOARD

COUNTY OF PEORIA, ILLINOIS

Your Infrastructure Committee does hereby recommend passage of the following Resolution:

**RE: PROFESSIONAL SERVICES AGREEMENT FOR GLASFORD ROAD GRANT APPLICATION**

**RESOLUTION**

WHEREAS, the United States Department of Transportation is soliciting project applications for the Multimodal Project Discretionary Grants Program (MPDG); and

WHEREAS, Glasford Road (C.H. R33) qualifies for the RURAL component of the MPDG program; and

WHEREAS, your Infrastructure Committee, having considered the economic effects of the project, believes that the best interests of Peoria County will be served by the approval of a professional services agreement for preparing a grant application for the United States Department of Transportation’s Multimodal Project Discretionary Grants Program (MPDG) for Glasford Road (C.H. R33), at a cost not to exceed $30,000.00 with Hanson Professional Services.

NOW, THEREFORE BE IT RESOLVED, that the professional services agreement be approved, and that the County Administrator be designated as the officer to sign the agreement; and

BE IT FURTHER RESOLVED that $30,000.00 be appropriated from the General County Fund for preparing a grant application for Glasford Road (C.H. R33).

BE IT FURTHER RESOLVED that the County Treasurer be authorized to issue checks from the General County Fund in payment of invoices for the grant application.

RESPECTFULLY SUBMITTED,

INFRASTRUCTURE COMMITTEE
AGENDA BRIEFING

COMMITTEE: Infrastructure  
LINE ITEM: County MFT

MEETING DATE: May 23, 2022  
AMOUNT: $163,125.00

ISSUE: Quotations for pavement marking paint materials for to be purchased in fiscal year 2022.

BACKGROUND/DISCUSSION: This Request for Quotations was for pavement marking materials that received no quotations in our previous GM letting, November 2021. Peoria County Highway Department has an intergovernmental agreement with the City of Peoria Public Works to provide pavement markings on Peoria County Highways. The County would purchase the materials as needed for use by the City of Peoria Public works striping truck and paint crews. Material will be paid for using MFT.

The material would be purchased at the County’s discretion for use by the City of Peoria on Peoria County Highways.

COUNTY BOARD GOALS:

INFRASTRUCTURE STEWARDSHIP

STAFF RECOMMENDATION: The quotations to be accepted and allow the Peoria County Highway Department to purchase based on needs and availability.

COMMITTEE ACTION:

PREPARED BY: Mark Gilles

DEPARTMENT: Highway  
DATE: May 12, 2022
Material Quotations

Local Public Agency: PEORIA COUNTY HIGHWAY DEPARTMENT
County: Peoria
Section Number: 22-00000-00-GM
Date: 04/05/22

Company: Colorado Paint Company, LLC
Representative: Zach Blakenship
Phone: 303-388-9265
Address: 2851 Walden st
City: Aurora
State: CO
Zip Code: 80011

1. Quotations will be received in the office of THE PEORIA COUNTY ENGINEER, until
9:00 AM on 04/28/22, for furnishing materials required for 22-00000-00-GM. At that time bids will be publicly read.

2. Quotations will be taken for the time frame of 04/29/22 to 12/31/22.

3. Quotations shall be submitted on this form and enclosed in a sealed envelope endorsed “QUOTATIONS” with the section number.

4. Quotations will
☐ be placed on file and remain firm until the ending date listed in 2 above.
☒ be placed on file and remain firm until revised by the supplier(s).

The suppliers may revise their quotations by registered letter to the PEORIA COUNTY HIGHWAY DEPARTMENT at least five (5) days before the end of the month. Quotations may only be revised by this procedure on a monthly basis. Any changes received will become effective on the first day of the month following notification. When quotations are revised by the supplier(s), the LPA reserves the right to review other accepted quotations and purchase materials from an available source that will result in the “lowest on-the-road cost”.

5. The right is reserved by the Local Public Agency (LPA) to reject any and all quotations.

By order of: PEORIA COUNTY ENGINEER
Signature: 
Date: 4-5-22

The LPA reserves the right to re-advertise for new or additional quotations if not satisfied with the original or revised quotations on file. The original and revised quotations shall remain in effect unless terminated in writing by the LPA to the supplier(s). Purchases will be made only from those suppliers that submitted acceptable quotations at the initial or any subsequent public letting.

It is understood that all material will be tested and approved by the Illinois Department of Transportation. The requirements of the Standard Specifications for Road and Bridge Construction adopted by the Department shall govern insofar as they apply.

The quantities of materials shown are for information only. They represent the best known estimate of material needed. The actual quantities purchased may be increased or decreased by any amount subject to any maximum quantities specified by the supplier. Quotations with limits or conditions shall be rejected.
<table>
<thead>
<tr>
<th>Item</th>
<th>Delivery</th>
<th>Unit of Measure</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>HIGH PERFORMANCE</td>
<td>CPPW</td>
<td>GAL</td>
<td>1,250</td>
<td>43.50</td>
<td>$54,375</td>
</tr>
<tr>
<td>MODIFIED URETHANE (WHITE)</td>
<td>CPPW</td>
<td>GAL</td>
<td>1,250</td>
<td>43.50</td>
<td>$54,375</td>
</tr>
<tr>
<td>HIGH PERFORMANCE</td>
<td>CPPW</td>
<td>GAL</td>
<td>1,250</td>
<td>43.50</td>
<td>$54,375</td>
</tr>
<tr>
<td>MODIFIED URETHANE(YELLOW)</td>
<td>CPPW</td>
<td>GAL</td>
<td>1,250</td>
<td>43.50</td>
<td>$54,375</td>
</tr>
<tr>
<td>URETHANE EPOXY CATALYST</td>
<td>CPPW</td>
<td>GAL</td>
<td>1,250</td>
<td>43.50</td>
<td>$54,375</td>
</tr>
</tbody>
</table>

The undersigned agrees to furnish any or all of the above materials upon which prices are quoted at the above quoted unit prices subject to the following conditions:

1. It is understood and agreed that the current "Standard Specifications for Road and Bridge Construction" adopted by the Department of Transportation shall govern insofar as they may be applied and insofar as they do not conflict with the special provisions and supplemental specifications attached hereto.

2. It is understood that quantities listed are approximate only and they may be increased or decrease as needed to promptly complete the work at the above unit price quoted.

3. Delivery in total or partial shipments as ordered shall be made within the time specified in the special provisions or by the terms of acceptance at the point and in the manner specified in the "Material Quotations". If delivery on the job site is specified, it shall mean any place or places on the road designated by the awarding authority or its authorized representative.

4. The undersigned firm certifies that is has not been convicted of bribery or attempting to bribe an officer of employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter or record, nor has an official, agent or employee of the firm undersigned firm further certifies that it is not barred from contracting with any unit of State or Local government as a result of a violation of State laws prohibiting bid-rigging or bid-rotating.

Bidder: **Colorado Paint Company II, LLC**
Address: **2851 Walden St**
City: **Aurora**
State: **CO**
Zip Code: **80011**

Signature: [Signature]
Date: **4/7/22**

By: **Zin Buz**
Title: **General Manager**

Approved By: **[Signature of Local Public Agency]**
Date: **4/28/22**

Concurrence and approval:

[Signature]
Date: **[Date]**
TO THE HONORABLE COUNTY BOARD

COUNTY OF PEORIA, ILLINOIS

Your Infrastructure Committee does hereby recommend passage of the following Resolution:

RE: 2022 COUNTY MATERIAL QUOTATION

RESOLUTION

WHEREAS, the County solicited for quotations for Pavement Marking Materials to be used by Peoria County, designated as Section Number 22-00000-00-GM; and

WHEREAS, on April 28, 2022, quotations were received for Pavement Marking Materials.

WHEREAS, the following vendors submitted acceptable quotations:

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>LOCATION</th>
<th>SUBGROUPS QUOTED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Colorado Paint Company, LLC</td>
<td>Aurora, CO.</td>
<td>011 – Pavement Markings</td>
</tr>
</tbody>
</table>

BE IT RESOLVED, that the quotation received from Colorado Paint Company, LLC for pavement marking materials be accepted with purchases dependent upon need and availability.

BE IT FURTHER RESOLVED, that the County Engineer be authorized to accept the aforementioned material quotations and that the County Treasurer be hereby authorized to issue checks from the County Motor Fuel Tax Fund, and the County Matching Tax Fund in payment of invoices as said invoices become due.

RESPECTFULLY SUBMITTED,

INFRASTRUCTURE COMMITTEE
AGENDA BRIEFING

COMMITTEE: Infrastructure                   LINE ITEM: Township MFT
MEETING DATE: May 23, 2022               AMOUNT: $40,500.00

ISSUE: Quotations for Hallock Township aggregate (CA10) to be purchased during fiscal year 2022.

BACKGROUND/DISCUSSION: Hallock Township is looking to procure CA10 aggregate to reconstruct a Township Road in preparation for seal coat this summer. Road Commissioner is requesting to pay for the aggregate using MFT. Tonnage of aggregate needed would cost > $20,000 and therefore would need to be placed out to bid in order for it to be an MFT eligible expense. Bid Letting was held on 4/29/22 and only one vendor sent a quote – Galena Road Gravel.

The material would be purchased at the Township’s discretion.

COUNTY BOARD GOALS:

INFRASTRUCTURE STEWARDSHIP

STAFF RECOMMENDATION: The quotations to be accepted and allow Hallock Township to purchase based on needs and availability.

COMMITTEE ACTION:

PREPARED BY: Mark Gilles
DEPARTMENT: Highway                        DATE: May 12, 2022
Material Quotations

Local Public Agency: HALLOCK TOWNSHIP
County: Peoria
Section Number: 22-05000-00-GM
Date: 04/05/22

Company: GALENA ROAD GRAVEL
Representative: Rich Lucas
Address: PO Box 50
City: Chillicothe
State: IL
Zip Code: 61523
Phone: 309-274-6388

1. Quotations will be received in the office of THE PEORIA COUNTY ENGINEER, until
   9:00 AM on 04/28/22, for furnishing materials required for 22-05000-00-GM. At that time bids will be publicly read.
   Time Date

2. Quotations will be taken for the time frame of 04/29/22 to 12/31/22.
   beginning date ending date

3. Quotations shall be submitted on this form and enclosed in a sealed envelope endorsed "QUOTATIONS" with the section number.

4. Quotations will
   ☑ be placed on file and remain firm until the ending date listed in 2 above.
   ☐ be placed on file and remain firm until revised by the supplier(s).

   The suppliers may revise their quotations by registered letter to the
   at least five (5) days before the end of the month. Quotations may only be revised by this procedure on a monthly basis. Any
   changed received will become effective on the first day of the month following notification. When quotations are revised by the
   supplier(s), the LPA reserves the right to review other accepted quotations and purchase materials from an available source that
   will result in the "lowest on-the-road cost".

5. The right is reserved by the Local Public Agency (LPA) to reject any and all quotations.

By order of: PEORIA COUNTY ENGINEER
Signature: [Signature]
Date: 4-5-27

The LPA reserves the right to re-advertise for new or additional quotations if not satisfied with the original or revised quotations on file. The
original and revised quotations shall remain in effect unless terminated in writing by the LPA to the supplier(s). Purchases will be made
only from those suppliers that submitted acceptable quotations at the initial or any subsequent public letting.

It is understood that all material will be tested and approved by the Illinois Department of Transportation. The requirements of the Standard
Specifications for Road and Bridge Construction adopted by the Department shall govern insofar as they apply.

The quantities of materials shown are for information only. They represent the best known estimate of material needed. The actual
quantities purchased may be increased or decreased by any amount subject to any maximum quantities specified by the supplier.
Quotations with limits or conditions shall be rejected.
### MATERIALS QUOTATIONS

<table>
<thead>
<tr>
<th>Item</th>
<th>Delivery</th>
<th>Unit of Measure</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>AGGREGATE CA-10</td>
<td>FOB</td>
<td>TOWNSHIP</td>
<td>4,500</td>
<td>9.00</td>
<td>40,500</td>
</tr>
<tr>
<td>ROAD GRAVEL</td>
<td>TRUCK</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The undersigned agrees to furnish any or all of the above materials upon which prices are quoted at the above quoted unit prices subject to the following conditions:

1. It is understood and agreed that the current "Standard Specifications for Road and Bridge Construction" adopted by the Department of Transportation shall govern insofar as they may be applied and insofar as they do not conflict with the special provisions and supplemental specifications attached hereto.

2. It is understood that quantities listed are approximate only and they may be increased or decreased as needed to promptly complete the work at the above unit price quoted.

3. Delivery in total or partial shipments as ordered shall be made within the time specified in the special provisions or by the terms of acceptance at the point and in the manner specified in the "Material Quotations". If delivery on the job site is specified, it shall mean any place or places on the road designated by the awarding authority or its authorized representative.

4. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois; nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of the firm undersigned firm further certifies that it is not barred from contracting with any unit of State or Local government as a result of a violation of State laws prohibiting bid-rigging or bid-rotating.

**Bidder:**
- **Galena Road Gravel**

**Address:**
- **P.O. Box 50**

**City:**
- **Chillicothe**

**State:**
- **IL**

**Zip Code:**
- **61523**

**By:**
- **Richard [Signature]**
- **4/14/22**

**Title:**
- **President**

Approved By:
- **Signature of Local Public Agency**
- **Doan [Signature]**
- **5/10/22**

Concurrence and approval:
- **Regional Engineer**
- **Date**

Printed 04/05/22
TO THE HONORABLE COUNTY BOARD
COUNTY OF PEORIA, ILLINOIS

Your Infrastructure Committee does hereby recommend passage of the following Resolution:

RE: 2022 HALLOCK TOWNSHIP MATERIAL QUOTATION

RESOLUTION

WHEREAS, the County solicited for quotations for aggregate to be used for Hallock Township, designated as Section Number 22-05000-00-GM; and

WHEREAS, on April 28, 2022, quotations were received for CA 10 aggregate.

WHEREAS, the following vendors submitted acceptable quotations:

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>LOCATION</th>
<th>SUBGROUPS QUOTED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Galena Road Gravel</td>
<td>Chillicothe / Lacon, IL</td>
<td>001 - Aggregate</td>
</tr>
</tbody>
</table>

BE IT RESOLVED, that the quotation received from Galena Road Gravel for CA 10 Aggregate be accepted with purchases dependent upon need and availability.

BE IT FURTHER RESOLVED, that the County Engineer be authorized to accept the aforementioned material quotations and that the County Treasurer be hereby authorized to issue checks from the County Motor Fuel Tax Fund, and the County Matching Tax Fund in payment of invoices as said invoices become due.

RESPECTFULLY SUBMITTED,

INFRASTRUCTURE COMMITTEE
AGENDA BRIEFING

COMMITTEE: Infrastructure  LINE ITEM: 097-2-097-4-461-54303 097-2-097-4-461-54419

MEETING DATE:  May 23, 2022  AMOUNT: $730,000

ISSUE: AGREEMENT WITH THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY FOR AN EROSION MITIGATION PROJECT ALONG DRY RUN CREEK IN WEST PEORIA

BACKGROUND/DISCUSSION:

In 1994, an Emergency Watershed Protection project was funded through the USDA to put in gabion baskets (erosion protection) along the slopes and banks of the Dry Run Creek, west of the Swords Avenue (County Highway D46) bridge in West Peoria. The gabion baskets are located on private property on both sides of the creek (north and south).

Late in 2019, the gabion walls in the creek adjacent to the county’s Swords Avenue bridge were compromised due to heavy rainfall and flash flooding. Additionally, a major sanitary sewer trunk line belonging to the Greater Peoria Sanitary District became exposed as a result of the flash flooding.

The property owner on the south side of the creek, Peoria Disposal Company, Inc. (PDC), was concerned about the proximity of the erosion to their facilities, especially the CNG (compressed natural gas) refueling station for their entire Peoria-based fleet of refuse trucks. PDC hired engineers from Mohr & Kerr and Christopher B. Burke Engineering to design mitigation measures. The estimated construction cost is $636,413. The interested parties, including GPSD and PDC, have met multiple times to review the situation, identify solutions, and methods of funding the project. In August of 2020, the County Board approved an agreement between the County, GPSD, and PDC to accomplish the following:

- Named Peoria County as the lead agency and initial project financier.
- Designated Peoria County as the applicant for an Illinois Environmental Protection Agency (IEPA) Section 319(h) grant that will reimburse the County for 60% of the final costs post-construction. Details of the grant are further explained below.
- Established proportional shares of the required 40% local match between the County, GPSD, and PDC.
- Obligated GPSD and PDC to reimburse the County for their proportional shares of the required 40% local match.
- Identified the County’s source of funds as the County-State Capital Improvement (Keystone) Fund, and that all dollars reimbursed to the County will be booked as revenues in this fund.

The Section 319(h) Nonpoint Source Pollution Control Financial Assistance Program is used for various waterway, stormwater, and erosion projects such as the one proposed. Peoria County has been awarded the IEPA grant for $435,848.00. The total project cost, including engineering, is estimated at $726,413.00. The local match portion of the project of $290,565.00 will be proportionally split among the participating entities. Section 319(h) is a reimbursement program. The grantee must perform the work, pay project costs, and submit an invoice with supporting documentation before Illinois EPA will reimburse the grantee for any approved eligible costs. Peoria County will upfront the project costs and will be reimbursed by the grant and the proportional match from the participating entities. Eligible grant recipients must be a Grant Accountability and Transparency Act (GATA) prequalified entity that have legal status to accept funds from the State of Illinois. The County is GATA prequalified, where PDC is not.
COUNTY BOARD GOALS:

INFRASTRUCTURE STEWARDSHIP

STAFF RECOMMENDATION: Approve the agreement with the IEPA and obligate the project funding

COMMITTEE ACTION:

PREPARED BY: Scott Sorrel / Amy Benecke McLaren  DATE: May 13, 2022
DEPARTMENT: County Administration / Highway
INTER-GOVERNMENTAL GRANT AGREEMENT

BETWEEN

THE STATE OF ILLINOIS, ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
AND
COUNTY OF PEORIA

DRY RUN CREEK RESTORATION

The Illinois Environmental Protection Agency (Grantor), with its principal office at 1021 North Grand Avenue East, P.O. Box 19276, Springfield, Illinois 62794-9276, and County of Peoria (Grantee), with its principal office at 324 Main Street, Peoria, Illinois 61602 and payment address (same), hereby enter into this Inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. Grantor and Grantee are collectively referred to herein as “Parties” or individually as a “Party.”

PART ONE – THE UNIFORM TERMS

RECITALS

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

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

ARTICLE I

AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 071436208 is Grantee’s correct DUNS Number, that NA is Grantee’s correct UEI, if applicable, that 37-6001763 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):

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

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 $435,848.00, of which $435,848.00 are federal funds. Grantee agrees to accept Grantor’s payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. **Identification Numbers.** If applicable, the Federal Award Identification Number (FAIN) is C9952002, the federal awarding agency is United States Environmental Protection Agency, and the Federal Award date is 8/9/2021. If applicable, the Assistance Listing Program Title is Nonpoint Source Implementation and Assistance Listing Number is 66.460. The Catalog of State Financial Assistance (CSFA) Number is 532-60-0378. The State Award Identification Number is 378-30809.

1.4. **Term.** This Agreement shall be effective on the date of Illinois EPA’s official signature and shall expire on August 30, 2024, unless terminated pursuant to this Agreement.

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

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

**ILLINOIS ENVIRONMENTAL PROTECTION AGENCY**

By: 

Signature of John J. Kim

By: 

Signature of Designee

Date: __________________________

Printed Name: John J. Kim

Printed Title: Director

By: 

Signature of Jacob Poeschel

Date: __________________________

Printed Name: Jacob Poeschel

Printed Title: Chief Financial Officer

By: 

Signature of Chuck Gunnarson

Date: __________________________

Printed Name: Charles Gunnarson

Printed Title: Chief Legal Counsel

**COUNTY OF PEORIA**

By: 

Signature of Authorized Representative

E-mail: __________________________

Date: __________________________

Printed Name: __________________________

Printed Title: __________________________

By: 

Signature of [Name]
ARTICLE II
REQUIRED REPRESENTATIONS

2.1. Standing and Authority. Grantee warrants that:

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

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

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

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

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

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

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


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

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


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

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

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

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

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

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

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

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

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

“Catalog of State Financial Assistance” or “CSFA” has the same meaning as in 44 Ill. Admin. Code 7000.30.

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

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

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

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

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

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

“DUNS Number” means a unique nine-digit identification number provided by Dun & Bradstreet for each physical location of Grantee’s organization.
“FAIN” means the Federal Award Identification Number.

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

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

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

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

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

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

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

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

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

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

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

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

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

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

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

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

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

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

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Profit” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Profit” is synonymous with “Net Revenue.”
“Program” means the services to be provided pursuant to this Agreement.

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

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

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

“State” means the State of Illinois.

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

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

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

**ARTICLE IV**

**PAYMENT**

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

4.2. **Pre-Award Costs.** Pre-award costs are not permitted unless specifically authorized by the Grantor in **Exhibit A, PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by the Grantor. 2 CFR 200.458.

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

4.4. **Cash Management Improvement Act of 1990.** Unless notified otherwise in **PART TWO** or **PART THREE**, federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 et seq.) and any other applicable federal laws or regulations. See 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.
4.5. **Payments to Third Parties.** Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. **Modifications to Estimated Amount.** If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under Exhibit A may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. **Interest.**

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

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

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

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

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

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

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

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

ARTICLE VI
BUDGET

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

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

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

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

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

7.2. Indirect Cost Rate Submission.

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

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

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

(i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and


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

(d) A Grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of modified total direct costs which may be used indefinitely. No documentation is required to justify the 10% de minimis Indirect Cost Rate. 2 CFR 200.414(f).

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

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

7.5. Government Cost Principles. The federal cost principles that apply to state, local and federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.
7.6. **Financial Management Standards.** The financial management systems of Grantee must meet the following standards:

   (a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. 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 7.5).

      (ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit 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.

7.7. **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 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

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

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

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**ARTICLE VIII**

**REQUIRED CERTIFICATIONS**

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

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

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

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

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

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

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

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

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

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

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

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency 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

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

(a) The Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;

(b) The Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.);

(c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6).
(See also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);

(d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

(e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 et seq.); and

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

ARTICLE XI
LOBBYING

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

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

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

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

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

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

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

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

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

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

ARTICLE XIII
FINANCIAL REPORTING REQUIREMENTS

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

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report no later than the due date specified in PART TWO or PART THREE following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).
(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345.

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

ARTICLE XIV
PERFORMANCE REPORTING REQUIREMENTS

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

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

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

ARTICLE XV

AUDIT REQUIREMENTS

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

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

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

(b) The CYEFR must cover the same period as the Audited Financial Statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Audited Financial Statements are not required, however, then the CYEFR must cover the Grantee’s fiscal year and must be submitted within 6 months of the Grantee’s fiscal year-end.

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

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

15.3. Audit Requirements.

(a) 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.

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

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

(ii) If, during its fiscal year, Grantee expends less than $500,000 in Federal and state Awards, singularly or in any combination, from all sources, but expends $300,000 or more in Federal and state Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).
(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee shall have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of Federal and state Awards.

(iv) If Grantee does not meet the requirements in subsections 15.3(a) and 15.3(b)(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. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the state of Illinois 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.

15.5. Delinquent Reports. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XVI
TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

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

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

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

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

(iii) If the Award no longer effectuates the program goals or agency priorities as set forth in Exhibit A, PART TWO or PART THREE; or
(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days’ written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days’ written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

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

16.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

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

16.5. Effects of Suspension and Termination.

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

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

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

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

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

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

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

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

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

ARTICLE XVIII
NOTICE OF CHANGE

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee’s legal status, federal employer identification number (FEIN), DUNS Number, UEI, SAM registration status, Related Parties, 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. To the extent permitted by Illinois law, Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee’s failure to notify Grantor of these changes.

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

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

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

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, 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 governance structure. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES

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

ARTICLE XXI
CONFLICT OF INTEREST

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

21.2. **Prohibited Payments.** Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the state of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor’s annual salary, or $106,447.20 (30 ILCS 500/50-13). An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. 2 CFR 200.64.

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

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

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

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

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

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

ARTICLE XXIII
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

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

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

ARTICLE XXIV
INSURANCE

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

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

ARTICLE XXV
LAWSUITS

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

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

ARTICLE XXVI
MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

26.12. **Precedence.**

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


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

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

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

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

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
This project will implement best management practices (BMPs) to stabilize both banks and the channel on Dry Run Creek in the Middle Illinois River watershed (HUC 07130003) to reduce nonpoint source pollution to protect water quality. Site preparation will include removing existing failed gabions and other debris from the project site. BMP installation will include slope re-grading, stone toe protection, soil wraps, replanting native vegetation, and installation of gabion baskets where active erosion is occurring.

- **OUTPUTS:**
  - 450 feet of stream channel stabilization
  - 900 feet of streambank stabilization
  - 1 acre of permanent vegetative cover

- **OUTCOMES:**
  - Water quality restoration of Kickapoo Creek (IL_DL-01)
  - Reduced annual pollutant loadings of approximately 78 tons of sediment, 48 lbs. of phosphorus and 125 lbs. of nitrogen
## EXHIBIT B

### DELIVERABLES OR MILESTONES

<table>
<thead>
<tr>
<th>Description</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PROJECT COORDINATION</strong></td>
<td></td>
</tr>
<tr>
<td>1. Project Coordination</td>
<td>June 30, 2024</td>
</tr>
<tr>
<td><strong>BEST MANAGEMENT PRACTICE (BMP) IMPLEMENTATION</strong></td>
<td></td>
</tr>
<tr>
<td>2. BMP Documentation Form (Part 1) and Design</td>
<td></td>
</tr>
<tr>
<td>O&amp;M Plan</td>
<td>March 31, 2023</td>
</tr>
<tr>
<td>Sign Design</td>
<td>March 31, 2023</td>
</tr>
<tr>
<td>Landowner Agreement</td>
<td>March 31, 2023</td>
</tr>
<tr>
<td>Last Day to Start Implementation of BMP(s)</td>
<td>September 30, 2023</td>
</tr>
<tr>
<td>Complete Implementation of BMPs</td>
<td>May 15, 2024</td>
</tr>
<tr>
<td>BMP Documentation Form (Part 2) w/Invoices and</td>
<td></td>
</tr>
<tr>
<td>Photo Documentation</td>
<td>June 30, 2024</td>
</tr>
<tr>
<td><strong>EDUCATIONAL SIGN AND WEBSITE IMPLEMENTATION</strong></td>
<td></td>
</tr>
<tr>
<td>3. Draft Sign</td>
<td>March 31, 2023</td>
</tr>
<tr>
<td>Final Sign</td>
<td>July 31, 2023</td>
</tr>
<tr>
<td>Install Sign</td>
<td>December 31, 2023</td>
</tr>
<tr>
<td>Draft Website</td>
<td>August 31, 2023</td>
</tr>
<tr>
<td>Final Website</td>
<td>December 31, 2023</td>
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<tr>
<td>Publish Website</td>
<td>January 15, 2024</td>
</tr>
<tr>
<td><strong>PROJECT REPORT</strong></td>
<td></td>
</tr>
<tr>
<td>4. Draft Project Report</td>
<td>May 15, 2024</td>
</tr>
<tr>
<td>Final Project Report</td>
<td>June 30, 2024</td>
</tr>
<tr>
<td><strong>OTHER DIRECTED ACTIVITIES</strong></td>
<td></td>
</tr>
<tr>
<td>Periodic Performance and Financial Reports</td>
<td>Quarterly as stipulated</td>
</tr>
</tbody>
</table>
EXHIBIT C

PAYMENT

The Grantee shall receive $435,848.00 under this Agreement.

<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL PROJECT COST:</strong></td>
<td>$726,413.00</td>
<td>60.0% of Total Project cost</td>
</tr>
<tr>
<td><strong>Grantor Share:</strong></td>
<td>$435,848.00</td>
<td>60.0% of Total project cost</td>
</tr>
<tr>
<td><strong>Grantee Share:</strong></td>
<td>$290,565.00</td>
<td>40.0% of Total Project cost</td>
</tr>
</tbody>
</table>

The specific terms of payment are:

The estimated project costs allowable under this Agreement are identified in the Budget incorporated herein as an Exhibit 1.

Federal funding shall make up no part of the Grantee’s share of the total project cost and that the Grantee’s Share shall be used exclusively for this project. The Grantee’s Share for this project shall not be used to match or financially qualify for any other federal grant. Illinois state sales tax is not eligible for reimbursement or as match. The Grantee must not exceed the Illinois Department of Central Management Services Travel Reimbursement Schedule for mileage, per diem/meals, and lodging.

The Grantor’s financial obligations to the Grantee are limited to the amount of funding identified as “Grantor Share” in this Agreement. All Grantee costs and match must be incurred within the Agreement Term. If the Grantee incurs costs in anticipation of receiving additional funds from the Grantor, the Grantee does so at its own risk.

Payment requests submitted by the Grantee must be for the reimbursement of incurred costs. Advanced payment is not allowed. Requests for payment must be submitted by the Grantee’s authorized representative no more frequently than once per month. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the Grantor no later than August 11 of that year; otherwise, the Grantee may have to seek payment through the Illinois Court of Claims. Each request must detail the amount and value of the work performed and must be accompanied by such supporting documentation as required by the Grantor. The requests for payment shall be submitted to:

Illinois Environmental Protection Agency
Attention: Fiscal Service
EPA.FiscalServ@Illinois.gov
P.O. Box 19276; Mail Code #2
Springfield, Illinois 62794-9276

The Grantor may withhold payment to the Grantee if the Grantee’s progress in completing the Performance Measures contain in Exhibit E of this Agreement does not meet the project schedule contained in the Agreement to the satisfaction of the Grantor. The Grantor may withhold payment to the Grantee if Grantee fails to file required reports. The Grantor retains the right to withhold ten (10) percent of the Grantor Share until all products outlined in Exhibit E (Performance Measures) of this Agreement are submitted and approved by Grantor.

Upon satisfactory completion of the work performed under the Agreement, as a condition before final payment under the Agreement or as a termination settlement under the Agreement the Grantee must execute and deliver to the Grantor a release of all claims against the Grantor arising under the Agreement. Unless otherwise provided in the Agreement or in another writing executed by both the Grantor and the Grantee, final payment under the Agreement or settlement upon termination of the Agreement shall not constitute a waiver of any claim that the Grantor may have pertaining to the Agreement against any party affected by the Agreement.
## 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

<table>
<thead>
<tr>
<th>Name</th>
<th>Christine Davis/David Souther</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>Manager, Watershed Management Section</td>
</tr>
<tr>
<td>Address</td>
<td>Illinois Environmental Protection Agency Bureau of Water, Nonpoint Source Unit Mail Code #15</td>
</tr>
<tr>
<td></td>
<td>P.O. Box 19276</td>
</tr>
<tr>
<td></td>
<td>Springfield, Illinois 62794-9276</td>
</tr>
<tr>
<td>Phone</td>
<td>(217) 782-3362</td>
</tr>
<tr>
<td>TTY#</td>
<td></td>
</tr>
<tr>
<td>Fax#</td>
<td></td>
</tr>
<tr>
<td>E-mail</td>
<td><a href="mailto:christine.davis@illinois.gov">christine.davis@illinois.gov</a></td>
</tr>
<tr>
<td>Address</td>
<td><a href="mailto:david.souther@illinois.gov">david.souther@illinois.gov</a></td>
</tr>
</tbody>
</table>

### GRANTEE CONTACT

<table>
<thead>
<tr>
<th>Name</th>
<th>Amy McLaren</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td>Peoria County</td>
</tr>
<tr>
<td></td>
<td>324 Main Street</td>
</tr>
<tr>
<td></td>
<td>Peoria, IL 61602</td>
</tr>
<tr>
<td>Phone</td>
<td>(309) 697-6440</td>
</tr>
<tr>
<td>TTY #</td>
<td>(309) 697-6440</td>
</tr>
<tr>
<td>Fax #</td>
<td></td>
</tr>
<tr>
<td>E-mail</td>
<td><a href="mailto:amclaren@peoriacounty.org">amclaren@peoriacounty.org</a></td>
</tr>
<tr>
<td>Additional Information</td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT E

PERFORMANCE MEASURES

Under this Agreement, the Grantee shall complete the following tasks.

*All submissions shall be sent to the Grantor Contact as identified in Exhibit D of this Agreement and shall be submitted electronically unless otherwise specified by the Grantor.

PROJECT COORDINATION

1. Serving as the lead agency, the Grantee shall coordinate the implementation of the nonpoint source pollution control best management practices (BMP) as identified in Exhibit A of this Agreement and as developed and approved under Item 2 of this Agreement. The Grantee shall ensure that the designs are consistent with the goals of the Illinois’ Nonpoint Source Management Program.

BEST MANAGEMENT PRACTICE (BMP) IMPLEMENTATION

2. The Grantee shall complete Part I of the BMP Documentation Form (Part I) and compile all design supplemental information (Design) for the BMPs identified in Exhibit A of this Agreement. The Design shall include all plans and specifications, operation and maintenance plans (O&M Plan), a description of installation and construction techniques, and materials to be used (including plant species).

The Design shall meet the requirements of at least one of the following documents: 1) the current Natural Resources Conservation Service (NRCS) Technical Guide and Engineering Field Manual, 2) the Illinois Urban Manual, and/or 3) the Native Plant Guide for Streams and Stormwater Facilities in Northeastern Illinois. The Design shall be certified by a registered professional engineer unless the Grantee obtains a written waiver from this certification requirement from the Grantor.

Part I and the Design shall be submitted by the Grantee to the Grantor for review and approval by March 31, 2023. Upon Grantor’s request, Part I and the Design shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. No activities related to BMP implementation shall be started until the BMP Design is approved by the Grantor.

An O & M Plan shall be developed to ensure the long-term viability (no less than 10 years) for the BMPs implemented under this Agreement. The O&M Plan shall identify inspection needs and management activities such as sediment and debris removal, replacement of vegetation and hardware, chemical treatment, etc. The O&M Plan shall identify both coordinating (i.e., local governments) and participating (i.e., citizen groups, landowners) parties to carry out inspection and management needs, as well as the financial resources necessary for implementation of the O&M Plan.

The O&M Plan shall be submitted by the Grantee to the Grantor for review and approval by March 31, 2023. Upon Grantor’s request, the O&M Plan shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. No activities related to BMP implementation shall be started until the O&M Plan is approved by the Grantor.

The Grantee shall design a sign which acknowledges the participating agencies and identifies Section 319 of the Clean Water Act as a funding source of the project. The Grantee shall complete and submit a sign design to the Grantor for review and approval by March 31, 2023. The Grantee shall erect the sign prior to the installation of the BMP(s) and for a period thereafter as mutually agreed upon by the Grantee and the Grantor.
The Grantee shall secure any necessary permits prior to the implementation of the Design developed under Item 2 of Exhibit E of this Agreement. In the event that the Grantee does not own the entire project site, the Grantee shall enter into legally binding agreements with participating landowners to ensure that the BMPs are maintained as designed and that the O&M Plans are implemented for no less than 10 years from the implementation of the BMPs. The Grantee shall submit a draft of the agreement to the Grantor for review and approval by March 31, 2023. The Grantee shall submit a copy of the executed agreement(s) to the Grantor prior to the implementation of the BMP.

Implementation of the BMP Designs developed in accordance with Item 2 of Exhibit E of this Agreement must begin by September 30, 2023. In the event that construction and implementation of the Designs developed in accordance with Item 4 of Exhibit E of this Agreement has not begun by September 30, 2023, the Grantee, or its Assigns, shall immediately discontinue all work on the Design implementation, unless an extension is requested by the Grantee and approved by the Grantor prior to August 30, 2023. In the event of such a discontinuation of work, limited costs incurred in association with the BMP Design will be eligible for reimbursement by the Grantor.

The Grantee shall complete the implementation of the BMPs by May 15, 2024. Upon completion of the BMPs, the Grantee shall complete and submit Part II of the BMP Documentation Form with all supporting documentation to the Grantor by June 30, 2024. Support documentation includes invoice and photographic documentation.

EDUCATIONAL SIGN AND WEBSITE IMPLEMENTATION

3. The Grantee shall create and install one (1) educational sign on the project site to inform the public about the Dry Run Creek Restoration Project. The sign can provide detail about implementation of the specific stabilization practices and their benefits to improve water quality through the reduction of nonpoint source pollution. The sign can also include topics such as: the history of the site, nonpoint pollution, watersheds, how BMPS can improve the water quality of Dry Run and Kickapoo Creek, or actions that the public can take to protect the creek.

The draft educational sign design shall be completed and submitted by the Grantee to the Grantor by March 31, 2023. The final educational sign design shall be completed and submitted by the Grantee to the Grantor by July 31, 2023. The sign shall be installed by December 31, 2023.

The draft website design shall be complete and submitted by the Grantee to the Grantor by August 31, 2023. The final website design shall be complete and submitted by the Grantee to the Grantor by December 31, 2023. The website shall be published by January 15, 2024.

PROJECT EVALUATION AND REPORT

4. The Grantee shall evaluate and prepare a report on the success of the Dry Run Creek Restoration Project in terms of water quality. The report shall document the project tasks, implementation schedule, and budget. For all BMP implementation developed under Item 2 of this Agreement, the report shall include pre and post conditions, type and location of practices, plans and specifications, the O & M Plan, a description of installation and construction techniques, and materials used (including plant species). The draft report shall be completed and submitted by the Grantee to the Grantor for review and approval by May 15, 2024. The final report shall be completed and two (2) paper copies and one (1) electronic copy submitted by the Grantee to the Grantor by June 30, 2024.
EXHIBIT F

PERFORMANCE STANDARDS

All products produced, and all work performed by the Grantee under this Agreement shall be subject to review and approval by the Grantor to determine eligibility and acceptability in meeting the terms and intent of this Agreement.

The Grantee shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all services furnished by the Grantee under this Agreement. The Grantee must, without additional financial assistance, correct or revise any errors or deficiencies in its services.

The Grantee will perform such services as necessary to accomplish the objectives of this Agreement, in accordance with all the terms of this Agreement.
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.

The Grantor reviewed the risk posed by the Grantee. The risk level is: Medium to High for a) Financial and Regulatory Reporting, and b) Audit.

1. The following additional award conditions apply to this grant:
   a. Financial and Regulatory Reporting – requires more detailed reporting
   b. Audit – requires desk review of the status of implementation of corrective actions

2. The reasons for the risk level:
   a. Financial and Regulatory Reporting – medium to high risk increases the likelihood that grant revenues and expenditures will be inaccurate that could result in misreporting, and an abusive environment
   b. Audit – medium to high risk will result in repeated audit findings, potential questioned cost and increase of administrative and programmatic specific conditions that will increase the cost of managing the grant program.

3. The following additional award conditions apply to this grant. Upon request by Grantor:
   a. the Grantee shall implement a new or enhanced system, mitigating controls or a combination of both
   b. the Grantee shall implement corrective action plan implementation

4. The time allowed for completing the actions, if applicable:
   a. One year

5. The method for requesting removal of additional requirements:
   a. Removal requests must be submitted in writing. Requests should take the form of a signed letter with attached documentation and should be submitted to the Grantor Contact identified in Exhibit D of this Agreement.
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:

In reference to Part One, Article IV, Item 4.7 of this Agreement, the Grantee is not required to submit payment requests to the Grantor within fifteen (15) days of the end of the quarter but may instead request reimbursement of incurred costs as needed within the Agreement Term but may do so no more frequently than once per month.

In reference to Part One, Article XIII, Item 13.1 of this Agreement, the Grantee will submit the Periodic Financial Report by the fifteenth (15th) of January, April, July, and October occurring during the Agreement Period.

In reference to Part One, Article XIV, Item 14.1 of this Agreement, the Grantee will submit the Periodic Performance Report with supplemental attachment by the fifteenth (15th) of January, April, July, and October occurring during the Agreement Period.

In reference to Part One, Article XIV, Item 14.3 of this Agreement, the Grantee will submit the performance report supplemental attachment using the following format. The first page will include the project title, agreement number, the period of time that the report covers, and a table showing the entire list of Deliverables or Milestones (Exhibit B) and all deliverables defined in the strategies developed under this grant. The table shall include the task, its scheduled completion date, and current status. The remainder of the report will include the items listed in Section 14.3, plus information regarding what happened during this quarter and what is scheduled for the upcoming quarter. For projects implementing best management practices, the report will include a table of all projects, which lists the project owner, estimated date to be completed, implementation status, and comments as needed.

COVID-19 PROTECTION: In response to the COVID-19 pandemic, Governor J.B. Pritzker issued Executive Order 2021-22 and 2021-23. These Executive Orders mandate certain contractors shall use face coverings, have COVID-19 vaccinations, or undergo testing for COVID-19 when in indoor public places, Health Care Facilities, Schools, Institutions of Higher Education, and State-owned and operated congregate facilities. Vendor shall adhere to the requirements of these Executive Orders as applied by the Agency. The Agency may also implement vaccination or testing requirements that exceed those in the Executive Orders.
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:

The Grantee and the Grantor have the right to use (including, but not limited to, citing to, circulating, displaying, and reproducing) all products that result from the Grantee receiving financial assistance under this Agreement whether the product is developed by the Grantee or a sub-grantee.

The Grantee will include in any publications for external general circulation (including brochures, newsletters, and presentations materials) the following phrase: “Funding for this project provided, in part, by the Illinois Environmental Protection Agency through Section 319 of the Clean Water Act.”

The Grantee shall be available for coordination and progress briefings with the Grantor during the term of the Agreement. The dates and locations of these briefings shall be specified by the Grantor in consultation with the Grantee.
# State of Illinois

**UNIFORM GRANT BUDGET TEMPLATE**

**State Agency:** Illinois Environmental Protection Agency  
**Organization Name:** Peoria County *(319)210-7*  
**Data Universal Number System (DUN) Number (enter numbers only):** 071436208  
**Catalog of State Financial Assistance (CSFA) Number:** 532-60-0378  
**CSFA Short Description:** FY21 Section 319 Grant Program  
**Section A: State of Illinois Funds**  
**Fiscal Year:** FY21

## REVENUES

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<thead>
<tr>
<th>Budget Expenditure Categories</th>
<th>OMB Uniform Guidance Federal Awards Reference 2 CFR 200</th>
<th>Total Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>State of Illinois Grant Requested</td>
<td></td>
<td>$435,848.00</td>
</tr>
<tr>
<td>1. Personnel (Salary and Wages)</td>
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<td>$</td>
</tr>
<tr>
<td>2. Fringe Benefits</td>
<td>200.431</td>
<td>$</td>
</tr>
<tr>
<td>3. Travel</td>
<td>200.474</td>
<td>$</td>
</tr>
<tr>
<td>4. Equipment</td>
<td>200.439</td>
<td>$</td>
</tr>
<tr>
<td>5. Supplies</td>
<td>200.94</td>
<td>$</td>
</tr>
<tr>
<td>6. Contractual Services and Subawards</td>
<td>200,318 &amp; 200.92</td>
<td>$</td>
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<tr>
<td>7. Consultant (Professional Service)</td>
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<td>8. Construction</td>
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<td>$381,848.00</td>
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<td>9. Occupancy (Rent and Utilities)</td>
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<td>10. Research and Development (R&amp;D)</td>
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<tr>
<td>11. Telecommunications</td>
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<td>$</td>
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<tr>
<td>12. Training and Education</td>
<td>200.472</td>
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<tr>
<td>13. Direct Administrative Costs</td>
<td>200.413 (c)</td>
<td>$</td>
</tr>
<tr>
<td>14. Miscellaneous Costs</td>
<td></td>
<td>$</td>
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<tr>
<td>15. A. Grant Exclusive Line Item(s)</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>16. Total Direct Costs (add lines 1-15)</td>
<td>200.413</td>
<td>$435,848.00</td>
</tr>
<tr>
<td>17. Total Indirect Costs</td>
<td>200.414</td>
<td>$</td>
</tr>
</tbody>
</table>

**Rate %:**  
**Base:**  
**18. Total Costs State Grant Funds (Lines 16 and 17) MUST EQUAL REVENUE TOTALS ABOVE**

|                          |                                                        | $435,848.00 |

Instructions found at end of document.
SECTION A - Continued - Indirect Cost Rate Information

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

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

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

a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis; or
b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or

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

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

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

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

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

The Restricted Indirect Cost Rate is: %

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

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

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

Indirect Cost Rate: __________ % The Distribution Base Is: ___________________________
### Section B: Non-State of Illinois Funds

**Fiscal Year:** FY21

<table>
<thead>
<tr>
<th>REVENUES</th>
<th>Total Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Grantee Match Requirement %:</strong> 40</td>
<td>$290,565.00</td>
</tr>
<tr>
<td>(Agency to Populate)</td>
<td></td>
</tr>
<tr>
<td><strong>b) Cash</strong></td>
<td>$</td>
</tr>
<tr>
<td><strong>c) Non-Cash</strong></td>
<td>$</td>
</tr>
<tr>
<td><strong>d) other Funding and Contributions</strong></td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Non-State Funds (lined b through d)</strong></td>
<td>$290,565.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Budget Expenditure Categories</strong></th>
<th><strong>OMB Uniform Guidance Federal Awards Reference 2 CFR 200</strong></th>
<th><strong>Total Expenditures</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Personnel (Salaries and Wages)</td>
<td>200.430</td>
<td>$</td>
</tr>
<tr>
<td>2. Fringe Benefits</td>
<td>200.431</td>
<td>$</td>
</tr>
<tr>
<td>3. Travel</td>
<td>200.474</td>
<td>$</td>
</tr>
<tr>
<td>4. Equipment</td>
<td>200.439</td>
<td>$</td>
</tr>
<tr>
<td>5. Supplies</td>
<td>200.94</td>
<td>$</td>
</tr>
<tr>
<td>6. Contractual Services and Subawards</td>
<td>200.318 &amp; 200.92</td>
<td>$</td>
</tr>
<tr>
<td>7. Consultant (Professional Services)</td>
<td>200.459</td>
<td>$36,000.00</td>
</tr>
<tr>
<td>8. Construction</td>
<td></td>
<td>$254,565.00</td>
</tr>
<tr>
<td>9. Occupancy (Rent and Utilities)</td>
<td>200.465</td>
<td>$</td>
</tr>
<tr>
<td>10. Research and Development (R&amp;D)</td>
<td>200.87</td>
<td>$</td>
</tr>
<tr>
<td>11. Telecommunications</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>12. Training and Education</td>
<td>200.472</td>
<td>$</td>
</tr>
<tr>
<td>13. Direct Administrative Costs</td>
<td>200.413 (c)</td>
<td>$</td>
</tr>
<tr>
<td>14. Miscellaneous Costs</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>15. A. Grant Exclusive Line Item(s)</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>15. B. Grant Exclusive Line Item(s)</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>16. Total Direct Costs (add lines 1-15)</td>
<td>200.413</td>
<td>$290,565.00</td>
</tr>
<tr>
<td>17. Total indirect Costs</td>
<td>200.414</td>
<td>$</td>
</tr>
<tr>
<td><strong>Rate %:</strong></td>
<td>***</td>
<td></td>
</tr>
<tr>
<td><strong>Base:</strong></td>
<td>***</td>
<td></td>
</tr>
<tr>
<td>18. Total Costs State Grant Funds</td>
<td></td>
<td>$290,566.00</td>
</tr>
<tr>
<td>(Lines 16 and 17)</td>
<td>***</td>
<td></td>
</tr>
<tr>
<td><strong>MUST EQUAL REVENUE TOTALS ABOVE</strong></td>
<td>***</td>
<td></td>
</tr>
</tbody>
</table>
State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: Peoria County
Data Universal Number System (DUNS) Number (enter numbers only): 071436208
Catalog of State Financial Assistance (CSFA) Number: 532-60-0378
NOFO Number: 378-1636
Fiscal Year: FY21
CSFA Short Description: FY21 Section 319 Grant Program

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

Peoria County
Institution/Organization Name:

Chief Financial Officer
Title (Chief Financial Officer or equivalent):

Randy Brunner
Printed Name (Chief Financial Officer or equivalent):

Signature (Chief Financial Officer or equivalent):

7/30/2020
Date of Execution (Chief Financial Officer):

Peoria County
Institution/Organization Name:

County Administrator
Title (Executive Director or equivalent):

Scott Sorrel
Printed Name (Executive Director or equivalent):

Signature (Executive Director or equivalent):

7/30/2020
Date of Execution (Executive Director):

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

FFATA Data Collection Form (if needed by agency)
Under FFATA, all sub-recipients who receive $30,000 or more must provide the following information for federal reporting. Please fill out the following form accurately and completely.

4-digit extension if applicable:
Sub-recipient DUNS: 071436208 Sub-recipient Parent Company DUNS:
Sub-recipient Name: Peoria County
Sub-recipient DBA Name: Peoria County
Sub-recipient Street Address: 324 Main Street
City: Peoria State: IL Zip-Code: 61602 Congressional District: 17 Federal
Sub-recipient Principal Place of Performance: 1113 N. Swords
City: West Peoria State: IL Zip-Code: 61604 Congressional District: 18 Federal

Contract Number (if known): Award Amount: Project Period: From: Project Period: To:

$348,612.00 July 1, 2021 July 1, 2023

State of Illinois Awarding Agency and Project Detail Description:
Illinois Environmental Protection Agency
Dry Run Creek Restoration Project

Under certain circumstances, sub-recipient must provide names and total compensation of its top 5 highly compensated officials. Please answer the following questions and follow the instructions.

Q1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches and affiliates worldwide) receive (1) 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements and (2) $25,000,000 or more in annual gross revenue from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?

[ ] Yes [ ] No

If Yes, must answer Q2 below.

Q2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (5 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986 (i.e., on IRS Form 990)?

[ ] Yes [ ] No

If No, you are not required to provide data.

Please provide names and total compensation of the top five officials:

<table>
<thead>
<tr>
<th>Name</th>
<th>Amount</th>
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<tbody>
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</tbody>
</table>

GOMBGATU-3002-(R-02-17)
State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

1). Personnel (Salaries and Wages) (2 CFR 200.430)
List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project and length of time working on the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives in the narrative space provided below. Also, provide a justification and description of each position (including vacant positions). Relate each position specifically to program objectives. Personnel cannot exceed 100% of their time on all active projects.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Salary or Wage</th>
<th>Basis (Yr./Mo./Hr.)</th>
<th>% of Time</th>
<th>Length of Time</th>
<th>Personnel Cost</th>
<th>Add/Delete Row</th>
</tr>
</thead>
<tbody>
<tr>
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<td>NON-State Total</td>
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<td></td>
<td></td>
<td>Total Personnel</td>
<td></td>
</tr>
</tbody>
</table>

Personnel Narrative (State):

Personnel Narrative (Non-State): (i.e. "Match" or "Other Funding")
2. Fringe Benefits (2 CFR 200.431)

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Position(s)</th>
<th>Base</th>
<th>Rate (%)</th>
<th>Fringe Benefit Cost</th>
<th>Add/Delete Rows</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>%</td>
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<td>Add</td>
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<td>State Total</td>
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<td>Non-State Total</td>
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<tr>
<td>Total Fringe Benefits</td>
<td></td>
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</tr>
</tbody>
</table>

Fringe Benefits Narrative (State):

Fringe Benefits Narrative (Non-State): (i.e. “Match” or “Other Funding”)
3). Travel (2 CFR 200.474)

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

<table>
<thead>
<tr>
<th>Purpose of Travel/Items</th>
<th>Location</th>
<th>Cost Rate</th>
<th>Basis</th>
<th>Quantity</th>
<th>Number of Trips</th>
<th>Travel Cost</th>
<th>Add/Delete Row</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td>Add</td>
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<td>State Total</td>
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<td>Delete</td>
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<tr>
<td>NON-State Total</td>
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<tr>
<td>Total Travel</td>
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</tr>
</tbody>
</table>

Travel Narrative (State):

Travel Narrative (Non-State): (i.e., e "Match" of "Other Funding")
State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

4). Equipment (2 CFR 200.439)
Provide justification for the use of each item and relate them to specific program objectives. Provide both the annual (for multiyear awards) and total for equipment. Equipment is defined as an article of tangible personal property that has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. An applicant organization may classify equipment at a lower dollar value but cannot classify it higher than $5,000. (Note: Organization’s own capitalization policy for classification of equipment can be used). Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Cost Per Item</th>
<th>Equipment Cost</th>
<th>Add/Delete Rows</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Add</td>
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<td>Delete</td>
</tr>
<tr>
<td>State Total</td>
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<td>Add</td>
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<td>Delete</td>
</tr>
<tr>
<td>Non-State Total</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Total Equipment</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Equipment Narrative (State):

Equipment Narrative (Non-State): (i.e. "Match" or "Other Funding")
5). Supplies (2 CFR 200.94)

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity/Duration</th>
<th>Cost Per Item</th>
<th>Supplies Cost</th>
<th>Add/Delete Rows</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td>Add</td>
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<td>Delete</td>
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<tr>
<td>State Total</td>
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<td>Add</td>
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<td></td>
<td>Delete</td>
</tr>
<tr>
<td>Non-State Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Supplies</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Supplies Narrative (State): ________

Supplies Narrative (Non-State): (i.e. "Match" or "Other Funding") ________
State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

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

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

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Contractual Services Cost</th>
<th>Add/Delete Rows</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Add</td>
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<td>Delete</td>
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<td>State Total</td>
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<td>Add</td>
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<td></td>
<td>Delete</td>
</tr>
<tr>
<td>Non-State Total</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Contractual Services</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Contractual Services Narrative (State):

Contractual Services Narrative (Non-State): (i.e. “Match” or “Other Funding”)
State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

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

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

<table>
<thead>
<tr>
<th>Consultant Services (Fees)</th>
<th>Services Provided</th>
<th>Fee</th>
<th>Basis</th>
<th>Quantity</th>
<th>Consultant Services (Fee) Cost</th>
<th>Add/Delete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Christopher B. Burke Engineering, Ltd.</td>
<td>Survey, Engineering, Permitting and Project Coordination</td>
<td>$54,000.00</td>
<td>Lump Sum</td>
<td>1</td>
<td>$54,000.00</td>
<td>Add</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
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<td>Delete</td>
</tr>
<tr>
<td>State Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$54,000.00</td>
<td></td>
</tr>
<tr>
<td>Christopher B. Burke Engineering, Ltd.</td>
<td>Survey, Engineering, Permitting and Project Coordination</td>
<td>$36,000.00</td>
<td>Lump Sum</td>
<td>1</td>
<td>$36,000.00</td>
<td>Add</td>
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<td>Delete</td>
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<tr>
<td>NON-State Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$36,000.00</td>
<td></td>
</tr>
<tr>
<td>Total Consultant Services (Fees)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$90,000.00</td>
<td></td>
</tr>
</tbody>
</table>

Consultant Services Narrative (State):
Survey, Engineering, Permitting and Project Coordination

Consultant Services Narrative (Non-State):
Survey, Engineering, Permitting and Project Coordination

<table>
<thead>
<tr>
<th>Consultant Expenses - Items</th>
<th>Location</th>
<th>Cost Rate</th>
<th>Basis</th>
<th>Quantity</th>
<th>Number of Trips</th>
<th>Consultant Expenses Cost</th>
<th>Add/Delete</th>
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<td>State Total</td>
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<tr>
<td>NON-State Total</td>
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<td></td>
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<tr>
<td>Total Consultant Expenses</td>
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</tbody>
</table>

Consultant Expenses Narrative (State):

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

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

<table>
<thead>
<tr>
<th>Purpose</th>
<th>Description of Work</th>
<th>Construction Cost</th>
<th>Add/Delete Rows</th>
</tr>
</thead>
<tbody>
<tr>
<td>Restoration of Dry Run Creek</td>
<td>Construction of streambed and bank stabilization</td>
<td>$381,848.00</td>
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<td>Restoration of Dry Run Creek</td>
<td>Construction of streambed and bank stabilization</td>
<td>$254,565.00</td>
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<tr>
<td>Total Construction</td>
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<td>$636,413.00</td>
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</table>

Construction Narrative (State):

Construction of streambed and bank stabilization to protect infrastructure and to protect downstream water quality.

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

Construction of streambed and bank stabilization and to protect downstream water quality.
State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

9). Occupancy - Rent and Utilities (2 CFR 200.465)
List items and descriptions by major type and the basis of the computation. Explain how rental and utility expenses are allocated for distribution as an expense to the program/service. For example, provide the square footage and the cost per square foot rent and utility, and provide a monthly rental and utility cost and how many months to rent. NOTE: This budgetary line item is to be used for direct program rent and utilities, all other indirect or administrative occupancy costs should be listed in the indirect expense section of the Budget worksheet and narrative. Maintenance and repair costs may be included here if directly allocated to program.

<table>
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<tr>
<th>Description</th>
<th>Quantity</th>
<th>Basis</th>
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Total Occupancy - Rent and Utilities

Occupancy - Rent and Utilities Narrative (State):

Occupancy - Rent and Utilities Narrative (Non-State): (i.e. "Match" or "Other Funding")
State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

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

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

<table>
<thead>
<tr>
<th>Purpose</th>
<th>Description of Work</th>
<th>Research and Development Cost</th>
<th>Add/Delete Rows</th>
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<td>Total Research and Development</td>
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**Research and Development Narrative (State):**

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

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Basis</th>
<th>Cost</th>
<th>Length of Time</th>
<th>Telecommunications Cost</th>
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| NON-State Total |          |       |      |               |                         |                |

| Total Telecommunications |          |       |      |               |                         |                |

Telecommunications Narrative (State):

Telecommunications Narrative (Non-State): (i.e. "Match" or "Other Funding")
State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

12). Training and Education (2 CFR 200.472)
Describe the training and education cost associated with employee development. Include rental space for training (if required), training materials, speaker fees, substitute teacher fees, and any other applicable expenses related to the training. When training materials (pamphlets, notebooks, videos, and other various handouts) are ordered for specific training activities, these items should be itemized below.

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
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<th>Length of Time</th>
<th>Training and Education Cost</th>
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NON-State Total

Total Training and Education

Training and Education Narrative (State):

Training and Education Narrative (Non-State): (i.e. "Match" or "Other Funding")
13. Direct Administrative Costs (2 CFR 200.413(c))

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Salary or Wage</th>
<th>Basis (Yr./Mo./Hr.)</th>
<th>% of Time</th>
<th>Length of Time</th>
<th>Direct Administrative Cost</th>
<th>Add/Delete Row</th>
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Total Direct Administrative Costs

Direct Administrative Costs Narrative (State):

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

GOMB GATU-3002-(R-02-17)
14). Other or Miscellaneous Costs
This category contains items not included in the previous categories. List items by type of material or nature of expense, break down costs by quantity and cost per unit if applicable, state the necessity of other costs for successful completion of the project and exclude unallowable costs (e.g., Printing, Memberships & subscriptions, recruiting costs, etc.)

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<tr>
<th>Description</th>
<th>Quantity</th>
<th>Basis</th>
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<th>Other or Miscellaneous Cost</th>
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Other or Miscellaneous Costs Narrative (State):

Other or Miscellaneous Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")
15. GRANT EXCLUSIVE LINE ITEM

Grant Exclusive Line Item Description:

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Basis</th>
<th>Cost</th>
<th>Length of Time</th>
<th>Grant Exclusive Line Item Cost</th>
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<td>Total Grant Exclusive Line Item</td>
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Grant Exclusive Line Item Narrative (State):

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

Add New Grant Exclusive Line Item  Delete Grant Exclusive Line Item
16. Indirect Cost (2 CFR 200.414)

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

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<tr>
<th>Description</th>
<th>Base</th>
<th>Rate</th>
<th>Indirect Cost</th>
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<td>Total Indirect Costs</td>
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Indirect Costs Narrative (State):

Indirect Costs Narrative (Non-State):
State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

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

<table>
<thead>
<tr>
<th>Budget Category</th>
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<tbody>
<tr>
<td>1. Personnel</td>
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<td>2. Fringe Benefits</td>
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<td>3. Travel</td>
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<td>4. Equipment</td>
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<td>5. Supplies</td>
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<td>6. Contractual Services</td>
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<tr>
<td>7. Consultant (Professional Services)</td>
<td>$54,000.00</td>
<td>$36,000.00</td>
<td>$90,000.00</td>
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<tr>
<td>8. Construction</td>
<td>$381,848.00</td>
<td>$254,565.00</td>
<td>$636,413.00</td>
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<td>9. Occupancy (Rent and Utilities)</td>
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<tr>
<td>10. Research and Development (R &amp; D)</td>
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<td>11. Telecommunications</td>
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<td>12. Training and Education</td>
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<td>13. Direct Administrative Costs</td>
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<td>14. Other or Miscellaneous Costs</td>
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<td>15. GRANT EXCLUSIVE LINE ITEM(S)</td>
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<td>16. Indirect Costs</td>
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State Request: $435,848.00
Non-State Amount: $290,565.00
TOTAL PROJECT COSTS: $726,413.00
State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

For State Use Only
Grantee: Peoria County (3192107) Notice of Funding Opportunity (NOFO) Number: 378-1636
Data Universal Number System (DUNS) Number (enter numbers only): 071436208
Catalog of State Financial Assistance (CSFA) Number: 532-60-0378 CSFA Short Description: FY21 Section 319 Grant Program
Fiscal Year(s): FY 22-23

Initial Budget Request Amount: $435,848.00

Prior Written Approval for Expense Line Item: NA

Statutory Limits or Restrictions: NA

Checklist: NA

Final Budget Amount Approved: $435,848.00 CD 11/23/2021

Sanjay Sofat
Program Approval Name
Program Approval Signature
Date 11/30/21

Max Paller
Fiscal & Administrative Approval Name
Fiscal & Administrative Approval Signature
Date 11/30/21

Budget Revision Approved: 

Sanjay Sofat
Program Approval Name
Program Approval Signature

Max Paller
Fiscal & Administrative Approval Name
Fiscal & Administrative Approval Signature

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

Your Infrastructure Committee does hereby recommend the passage of the following Resolution:

**Intergovernmental Grant Agreement between the County of Peoria and the Illinois Environmental Protection Agency (IEPA) for erosion mitigation funding along Dry Run Creek**

**RESOLUTION**

WHEREAS, the COUNTY OF PEORIA and the Illinois Environmental Protection Agency are desirous to mitigate erosion issues along Dry Run Creek; and

NOW THEREFORE BE IT RESOLVED, that the COUNTY OF PEORIA enter into an Intergovernmental Grant Agreement with the Illinois Environmental Protection Agency for erosion mitigation funding along Dry Run Creek and that the County Administrator be authorized to sign the Agreement; and

BE IT FURTHER RESOLVED, that $730,000.00 be appropriated from the County-State Capital Improvement (Keystone) Fund to upfront the project costs and subsequently be reimbursed by the grant and project partners; and

BE IT FURTHER RESOLVED that the County Treasurer be authorized to issues checks from the County-State Capital Improvement (Keystone) Fund in payment of invoices for the project.

Respectfully submitted,

Infrastructure Committee
AGENDA BRIEFING

COMMITTEE: Infrastructure  LINE ITEM: 097-2-097-4-461-54303
MEETING DATE: May 23, 2022  AMOUNT: $40,000

ISSUE: AGREEMENT WITH MORR & KERR AND CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR ENGINEERING AND SURVEYING SERVICES FOR AN EROSION MITIGATION PROJECT ALONG DRY RUN CREEK IN WEST PEORIA

BACKGROUND/DISCUSSION:

Peoria County has been awarded a Section 319(h) Nonpoint Source Pollution Control Financial Assistance Program grant from the Illinois Environmental Protection Agency (IEPA) to assist in mitigating erosion in the area of Dry Run Creek in West Peoria.

In August of 2020, the County Board approved an agreement between the County, GPSD, and PDC recognizing Peoria County as the lead agency and initial project financier.

Funds from the grant, along with local match obligated by affected entities, will reimburse the county for the engineering and construction of the project.

As the lead agency, Peoria County will hold the contract for engineering services for this project.

Upon State’s Attorney review and approval of the agreement, the County Administrator should then be authorized to sign the contract.

COUNTY BOARD GOALS:

INFRASTRUCTURE STEWARDSHIP

STAFF RECOMMENDATION: Approve the agreement with Mohr & Kerr and Christopher B. Burke Engineering, Ltd. and obligate the project funding

COMMITTEE ACTION:

PREPARED BY: Scott Sorrel / Amy Benecke McLaren  DATE: May 13, 2022
DEPARTMENT: County Administration / Highway
May 16, 2022

Peoria County
6915 W Plank Road
Peoria, IL 61604

Attention: Amy McLaren, County Engineer

Subject: Professional Services Proposal to Prepare Final Streambank Stabilization Plans and Provide Grant Administration Assistance for the Dry Run Creek Restoration Project on Swords Avenue

Dear Ms. McLaren:

As requested, Christopher B. Burke Engineering, Ltd. (CBBEL) and Mohr & Kerr Engineering & Land Surveying (MKELS) propose to prepare final engineering plans, complete permitting, provide construction administration and IEPA Section 319 Grant Administration Assistance for the Dry Run Creek Project, located to the west of Swords Avenue. Included in this proposal are our Understanding of Assignment, Scope of Services and Fee Estimate.

UNDERSTANDING OF ASSIGNMENT

Our understanding is that Peoria County has been awarded an IEPA Section 319 Grant to assist in funding of the streambank stabilization repairs to Dry Run Creek west of Swords Avenue. The project must be designed, permitted, contracted, and constructed. CBBEL and MKELS propose to assist Peoria County with the final design, permitting, contracting and construction observation of the project. CBBEL will also assist the County with preparation and submittal of the various Grant Administration documents required quarterly for the duration of the project through the completion of construction.

SCOPE OF SERVICES

The following services are proposed.

Task 1 – Topographic, Boundary, and Utility Survey: MKELS will prepare an updated survey of the project area. Prior improvements are not reflected in the current information; and to properly tie in the proposed improvements with the existing conditions requires the project area survey to be updated. Please see the attached MKELS proposal which provides greater definition of the work proposed.

Task 2 – Field Reconnaissance: An investigation of the project site will be completed to evaluate the current condition of the channel to assist in the design of the improvements. This visit will be completed following the Task 1 Topographic Survey.
Task 3 – Pre-Final and Final Design/Engineering Drawings (Contract Documents):
CBBEL and MKELS will work together to prepare the pre-final and final engineering
drawings. The pre-final drawings will be prepared and submitted to the various project
stakeholders for review and comment. We have included up to two review iterations in
the fee estimate. Once all comments have been addressed, the final engineering/permitting plan set will be prepared. Cost estimates and construction
specifications at pre-final and final will also be prepared for review by the stakeholders.

As part of this design and collaboration with stakeholders, we will incorporate plans
provided by the Greater Peoria Sanitary District (GPSD) into plans that CBBEL and
MKELS prepare. These plans will be specific to the GPSD infrastructure.

Task 4 – U.S. Army Corps of Engineers and Illinois Department of Natural Resources
Permitting: CBBEL Environmental Resources Staff will prepare, submit, and process
the U.S. Army Corps of Engineers Permit (USACE) and Illinois Department of Natural
Resources (IDNR) permit applications. The applications information will include the
required exhibits, specifications, data, and project information.

We have assumed the USACE application will be processed as a Nationwide or
Regional Permit. If the application is processed as an Individual Permit, a supplemental
proposal will be prepared to cover the cost of the required additional services. We have
assumed that the IDNR application will be processed as a Statewide Permit.

Task 5 – Bid Request Assistance: CBBEL will assist Peoria County in the preparation
of a request for proposals from qualified contractors to complete the construction.

Task 6 – Construction Administration/Observation and Grant Administration Assistance:
CBBEL and MKELS will assist Peoria County with Construction Administration and
Observation. Please see the attached MKELS proposal for greater detail regarding this
Task. CBBEL and MKELS will each provide staff as necessary, to visit the site evaluate
the work and document construction progress. CBBEL will also assist Peoria County in
the preparation of the support documentation that must be submitted to the Illinois
Environmental Protection Agency on a quarterly basis through completion of
Construction.

**FEE ESTIMATE**

We estimate the costs of the services to be the following:

<table>
<thead>
<tr>
<th>Task</th>
<th>Cost</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1</td>
<td>$ 4,000</td>
<td>($1,500 CBBEL + $2,500 MKELS)</td>
</tr>
<tr>
<td>Task 2</td>
<td>$ 1,800</td>
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<tr>
<td>Task 3</td>
<td>$11,360</td>
<td>($3,000 CBBEL + $8,360 MKELS)</td>
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<tr>
<td>Task 4</td>
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<tr>
<td>Task 5</td>
<td>$ 2,000</td>
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<tr>
<td>Task 6</td>
<td>$15,232</td>
<td>($6,000 CBBEL + $9,232 MKELS)</td>
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<tr>
<td>Direct Costs</td>
<td>$ 1,000</td>
<td>(Does not include review and application fees)</td>
</tr>
<tr>
<td>Total</td>
<td>$39,192</td>
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</table>
We will bill you at the hourly rates specified on the attached Schedule of Charges. We will establish our contract in accordance with the attached General Terms and Conditions. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Direct costs for review and application fees are not included in the Fee Estimate. Direct costs for mileage, blueprints, photocopying, postage, overnight delivery, messenger services, and report binding are included in the Fee Estimate. Please note that any requested meetings or additional services that are not included in the preceding Fee Estimate will be billed on a time and materials basis at the attached hourly rates.

Please sign and return one copy of this agreement indication of acceptance and notice to proceed. Please feel free to contact me if you have any questions.

Sincerely,

Michael E. Kerr, PE
President

Encl. Schedule of Charges
General Terms and Conditions
Mohr & Kerr Engineering & Land Surveying Proposal

THIS PROPOSAL, SCHEDULE OF CHARGES, AND GENERAL TERMS AND CONDITIONS ACCEPTED FOR PEORIA COUNTY:

BY: ______________________________________

TITLE: ______________________________________

DATE: ______________________________________
# STANDARD CHARGES FOR PROFESSIONAL SERVICES

**JANUARY 2022**

<table>
<thead>
<tr>
<th>Personnel</th>
<th>Charges* ($)/Hr</th>
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<tbody>
<tr>
<td>Principal</td>
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<tr>
<td>Engineer VI</td>
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<tr>
<td>Engineer V</td>
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<tr>
<td>Engineer IV</td>
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<tr>
<td>Engineer III</td>
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<tr>
<td>Engineer I/II</td>
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<td>Survey V</td>
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<td>Survey IV</td>
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<td>Survey III</td>
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<td>Survey II</td>
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<td>Survey I</td>
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<tr>
<td>Engineering Technician V</td>
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<tr>
<td>Engineering Technician IV</td>
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<tr>
<td>Engineering Technician III</td>
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<td>Engineering Technician I/II</td>
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<td>CAD Manager</td>
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<td>CAD II</td>
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<tr>
<td>GIS Specialist III</td>
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<tr>
<td>GIS Specialist I/II</td>
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<tr>
<td>Landscape Architect</td>
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<tr>
<td>Landscape Designer I/II</td>
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<tr>
<td>Environmental Resource Specialist V</td>
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<td>Environmental Resource Specialist IV</td>
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<tr>
<td>Environmental Resource Specialist III</td>
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<td>Environmental Resource Specialist I/II</td>
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<td>Administrative</td>
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<td>Information Technician III</td>
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<tr>
<td>Information Technician I/II</td>
<td>120</td>
</tr>
</tbody>
</table>

**Direct Costs**

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage **Cost + 12%**

*Charges include overhead and profit*

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2022.
1. **Relationship Between Engineer and Client:** Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. **Responsibility of the Engineer:** Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. **Changes:** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.

4. **Suspension of Services:** Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions
of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. **Termination:** This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.

6. **Documents Delivered to Client:** Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest
extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. **Reuse of Documents**: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. **Standard of Practice**: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.

9. **Compliance With Laws**: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.
Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney’s fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.

12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the State of Illinois.
Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. **Successors and Assigns:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

14. **Waiver of Contract Breach:** The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

15. **Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

16. **Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".
17. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.

18. **Force Majeure:** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

19. **Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.

20. **Access and Permits:** Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.

21. **Designation of Authorized Representative:** Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.

22. **Notices:** Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.

23. **Limit of Liability:** The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
24. **Client's Responsibilities:** The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are
specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. **Information Provided by Others:** The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. **Payment:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

   **Collection Costs.** In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

   **Suspension of Services.** If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:
Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the Illinois Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the
Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.
November 21, 2021

Christopher Burke Engineering
9575 W. Higgins Road
Suite 600
Rosemont, IL 60018

Attn: Jed Anderson

Re: Dry Run Creek

Dear Jed,

Thank you for your interest in Mohr and Kerr Engineering and Land Surveying (MKELS). We appreciate the opportunity to submit a proposal on the above-mentioned project. This proposal includes a Scope of Work, Budgetary Proposal, and General Conditions for preparation and submittal of construction plans and documentation for the proposed development.

CIVIL SCOPE OF WORK

Topographic, Boundary, and Utility Survey
MKELS will provide a topographic and utility survey of the portion of the creek that will be improved and additional topo at tie in locations. Much of this survey has been completed. We will be setting control for a GPSD aerial survey. GPSD will fly the area with a drone and post process the survey. We will supplement the survey with tie in location on gabions, pavements, add utilities and property line.

Contract Documents
MKELS shall prepare all contract documents based on the design documents used to obtain the grant.

MKELS will provide the following services and documents suitable for obtaining building permits:
1. Overall Site Plan
2. Design plans showing specific measures to stabilize creek and GPSD sanitary sewer.
3. Storm Water Pollution Prevention Plan
4. Construction Details to be provided by CBBEL and GPSD for incorporation into plans
5. Coordination/Meetings as required.
6. Prepare and advertise bid package.
7. Respond to Questions during bidding.
8. Prepare addenda information as required.
9. Incorporate all addenda and bidding RFI responses into a set of Construction Documents.
10. Attend bid opening and prepare bid tab and recommendation.

Construction Administration
MKELS will provide the following construction services:
1. Attend pre-construction meeting(s).
2. Attend engineer, contractor meetings.
3. Review shop drawings submittals for items requested in contact.
4. Review and respond to contractor RFIs.
5. Provide supplementary information and interpretations to successfully complete the project.
6. Conduct job-site observations twice weekly during construction. Assume 8 hours/week
7. Prepare a punch list at substantial completion.
8. Compile as-built documents in final “as built” drawings per contractor mark-ups, RFI, submittals, changes, etc.
9. All electronic drawings completed for this project will be submitted in the most current version of AUTOCAD along with PDF copies of all drawings.

BUDGETARY PROPOSAL
CBBEL shall pay MKELS on a time and material basis to complete the above outlined scope as detailed below:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Topographic, Boundary, and Utility Survey</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>Contract Documents</td>
<td>$8,360.00</td>
</tr>
<tr>
<td>Construction Administration</td>
<td>$9,232.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$20,092.00</strong></td>
</tr>
</tbody>
</table>

GENERAL CONDITIONS
The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer’s services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

Engineer shall not at any time supervise, direct, or have control over any contractor’s work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor’s work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor’s work.

Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor’s failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor’s agents or employees or any other persons (except Engineer’s own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other’s employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer’s total liability to Owner under this Agreement shall be limited to the total amount of compensation received by Engineer.

The parties acknowledge that Engineer’s scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a
Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

MKELS:   

By: ____________________________  
Date Signed: ______________________

ENGINEER:  

By: ____________________________  
Date Signed: ______________________

_______________________________  
Steve Kerr
TO THE HONORABLE COUNTY BOARD

COUNTY OF PEORIA, IL

Your Infrastructure Committee does hereby recommend the passage of the following Resolution:

RE: Engineering Services Agreement for Dry Run Creek erosion mitigation

RESOLUTION

WHEREAS, Peoria County has a satisfactory relationship with Mohr & Kerr and Christopher B. Burke Engineering, Ltd. to provide land surveying services and erosion mitigation engineering services; and

WHEREAS, Peoria County is desirous to mitigate erosion issues along Dry Run Creek.

NOW THEREFORE BE IT RESOLVED, that an engineering agreement with Mohr & Kerr and Christopher B. Burke Engineering, Ltd. be approved; and

BE IT FURTHER RESOLVED that the County Administrator be designated as the officer to sign the engineering agreement after review and approval by the State’s Attorney; and

BE IT FURTHER RESOLVED that the sum of $40,000.00 be appropriated from the County-State Capital Improvement (Keystone) Fund to upfront the project costs and subsequently be reimbursed by the grant and project partners; and

BE IT FURTHER RESOLVED that the County Treasurer is hereby authorized to issue checks from the County-State Capital Improvement (Keystone) Fund in payment of invoices, as said invoices become due.

Respectfully Submitted,

Infrastructure Committee