

STATE OF ILLINOIS
Department of Natural Resources

OPEN SPACE LANDS ACQUISITION & DEVELOPMENT GRANT PROGRAM

PROJECT AGREEMENT

Project Sponsor:	Aurora, City of	Project #:	OS 15-1908
Address:	44 E. Downer Place	FEIN #:	36-6005778
	Aurora, IL 60507		

Project Title: Mastodon Island Interpretive Adventure Area

Project Period: Award Date: January 3, 2015
Expiration Date: Two Years from Director's Signature Date

Project Scope (Description of Project/Costs):

The development will include project items listed on the attached DOC-4/Development Data form, or as revised and approved by IDNR.

Development shall be in accordance with the approved project application on file with the Illinois Department of Natural Resources (IDNR) and preliminary development plans and construction cost estimates attached hereto.

PROJECT COSTS (Estimated)	
Arch. Survey Costs	\$5,000.00
A/E Costs	\$79,500.00
CPA Report Costs	\$5,000.00
Development Costs	\$785,100.00
TOTAL COSTS	\$874,600.00

The following documents are incorporated by reference into this Agreement:

1. Project Application
2. Boundary Map
3. Development Map
4. Certifications
5. Implementation & Billing Requirements

% Fund Assistance up to 50%

FUND ASSISTANCE AMOUNT \$400,000.00

Revised 2/2014

OPEN SPACE LANDS ACQUISITION & DEVELOPMENT GRANT PROGRAM GRANT AGREEMENT

This grant agreement ("Agreement"), by and between the Illinois Department of Natural Resources ("IDNR") and Aurora, City of ("Grantee"), under the authority of the Illinois Civil Administrative Code (20 ILCS 805/805-70), is executed pursuant to the terms and conditions set forth herein. In consideration of the mutual covenants herein, the parties agree as follows:

I. Purpose of Agreement

- a. The purpose of this Agreement is to set forth the terms and conditions, in consideration for and by which IDNR promises to pay to the Grantee the fund assistance amount specified on the first page of this agreement, as part of the Open Space Lands Acquisition & Development Grant Program ("OSLAD Program").
- b. In order to induce IDNR to pay the aforesaid funds, the Grantee promises to complete the project as described in this Agreement, to operate and maintain the project site in accordance with the terms of this Agreement, and to pay any and all costs associated with the project in excess of the specified State obligation for grant funding assistance.
- c. This Agreement shall further the objective of the OSLAD Program, which is designed to provide grants to eligible local governments for the purpose of acquiring, developing and/or rehabilitating lands for public outdoor recreation purposes (17 Ill. Adm. Code 3025.10).

II. Term and Termination

- a. This grant Agreement is effective on the date that the last signature is affixed hereto and extends until the date specified on the first page of this agreement. Work on the project within the scope of the Grantee's Application may commence after the Award Date, and before this Agreement is fully executed, only with the express written permission of IDNR.
- b. The Grantee shall use its best efforts and due diligence to complete the project within the Agreement term.
- c. Termination for Cause: IDNR may terminate this Agreement, in whole or part, immediately upon written notice to the Grantee if the State determines that the actions or inactions of the Grantee, its agents, employees or subcontractors have caused or reasonably could cause jeopardy to health, safety or property; if the Grantee has notified the state that it is unable or unwilling to perform the contract; or if the Grantee owes money or is in pending litigation with the State of Illinois during the term of this agreement. For termination due to any of the causes contained in this section, the State retains its right to seek any available legal or equitable remedies and damages.
- d. Termination for Convenience: IDNR, prior to project commencement, has the right to rescind this Agreement upon thirty (30) days written notification to the other party. This Agreement is furthermore contingent upon and subject to the availability of funds. IDNR, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60(b)). A project shall be deemed to be commenced when the local political subdivision makes any expenditure or incurs any obligation, exclusive of architectural and engineering fees, with respect to the project (17 Ill. Adm. Code 3025.70).

e. Termination for Breach: IDNR may terminate this agreement if grant funds are not used exclusively in accordance with the provisions contained in this agreement; or if Grantee fails without legal excuse to comply with any of the terms of this Agreement. The parties agree that in the event of a breach of this Agreement by the Grantee and notification from IDNR, the Grantee shall have thirty (30) days to cure or correct the breach. If the breach is not cured or corrected, IDNR shall thereafter have full right and authority to take such action as it deems necessary to enforce the provisions of this Agreement, to prevent the continued breach or violation thereof by the Grantee, and to seek any other remedy that may be available by law.

f. In the event of termination by IDNR in accordance with subsections (c), (d) or (e) of this section, IDNR shall pay to the Grantee the reasonable value of services performed under this Agreement prior to the date of termination, provided the Grantee submits bills and proof of claims for supplies and services provided in compliance with this Agreement, cancels as many outstanding obligations as possible, and does not incur any new obligations after the effective date of termination. If IDNR terminates this Agreement, any payments made to the Grantee or recoveries by IDNR shall be in accordance with the legal rights and liabilities of the parties.

g. In the event any court finds that Grantee's activities are a breach or violation of this Agreement, the Grantee will reimburse IDNR for all costs, including reasonable attorney's fees, incurred by IDNR in the pursuit of its rights under this Agreement. For purposes of this paragraph, "costs" shall be deemed to be all expenses, including but not limited to court costs and the value of IDNR staff time, reasonably incurred by IDNR.

III. Project Implementation

a. Grantee is solely responsible for the design and implementation of the project described in its Project Application, the terms and conditions of which are hereby incorporated by reference and made a part of this Agreement. Failure by the Grantee to comply with any of the Agreement terms or the terms of the Project Application shall be cause for the suspension of all grant assistance obligations thereunder, and may result in debarment for two grant cycles.

b. The Grantee agrees to implement and complete the approved project pursuant to the time schedule and plans set forth in the Project Application. Failure to render satisfactory progress or to complete the approved project to the satisfaction of IDNR per the terms of this Agreement is cause for suspension and/or termination of all obligations of IDNR under this Agreement.

c. Environmental and Cultural Resource Compliance: Approved grant project construction shall not commence and no payment shall be made under this grant until the Grantee, as set forth under IDNR's Comprehensive Environmental Review Process (CERP), has initiated and completed all necessary project review and consultation with IDNR as required by section 11 of the Endangered Species Protection Act, 520 ILCS 10/11; section 17 of the Illinois Natural Areas Preservation Act, 525 ILCS 30/17; the mitigation or compensation determinations required by the Interagency Wetland Policy Act, 20 ILCS 830/1 *et seq.*; and the environmental and economic impact determination required by the Historic Preservation Act, 20 ILCS 3420/4.

d. Project Signage and Publicity: Grantee must permanently post an OSLAD grant acknowledgment sign at the project site. The necessary sign will be provided by IDNR or specifications for its construction will be furnished to the Grantee, if requested (17 Ill. Adm. Code 3025.70). The acknowledgment shall incorporate the following language:

"OPEN SPACE LANDS ACQUISITION & DEVELOPMENT PROGRAM"
ILLINOIS DEPARTMENT OF NATURAL RESOURCES

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

f. Any property acquired or developed through assistance from the Illinois OSLAD grant program must be open to the public for outdoor recreation use without regard to race or color, creed, national origin, sex or disability, nor on the basis of residence, except to the extent that reasonable differences in user fees may be imposed amounting to no more than double the fees charged to residents. Land acquired with funding assistance from the OSLAD program shall be operated and maintained in perpetuity for public outdoor recreation use. Projects receiving development grant assistance only shall be bound by the terms of this Agreement for the period of time specified below for the total amount of OSLAD funds expended on the project (17 Ill. Adm. Code 3025.70):

<u>TOTAL GRANT PAYMENT</u>	<u>TIME PERIOD AFTER FINAL PROJECT BILLING</u>
\$0 - \$50,000	6 Years
For every \$25,000 increment over \$50,000	Add 1 year

g. Property acquired or developed with OSLAD funds may not be converted to a use other than public outdoor recreation use as provided in this Part without prior IDNR approval. Approval for property conversion will be granted only if the Grantee substitutes replacement property of at least equal market value and comparable outdoor recreation usefulness, quality and location (17 Ill. Adm. Code 3025.70).

h. For projects receiving acquisition assistance, an appraisal must be provided by the Grantee and submitted to IDNR for review and certification to establish the property's market value. The appraisal must be completed to IDNR specifications (17 Ill. Adm. Code 3025.70).

i. For projects receiving development assistance, the Grantee must possess either fee simple title or other means of legal control and tenure (easement, lease, etc.) over the property being improved for a period of time commensurate with the program amortization schedule shown in the administrative rules, unless otherwise approved by IDNR. The IDNR will consider, on a case-by-case basis, lease arrangements for shorter periods when State statute prohibits a unit of local government from entering into such a long-term agreement, or other circumstances beyond the control of the local unit of government prohibit such arrangements. The Grantee must also adhere to applicable local bidding and procurement requirements (17 Ill. Adm. Code 3025.70).

j. The Grantee must comply with and abide by the following operation and maintenance provisions (17 Ill. Adm. Code 3025.70):

1) All lands and facilities assisted with OSLAD funds shall be continuously operated and maintained by the Grantee in a safe and attractive manner at no cost to IDNR and be operated and utilized in such a manner as to maximize the intended benefits to and for the public.

2) IDNR shall have access to OSLAD-assisted facilities at all times for inspection purposes to ensure the Grantee's continued compliance with this Part.

3) The Grantee may enter into a contract or agreement with responsible concessionaires to operate and/or construct facilities, for dispersing food to the public and/or any other services as may be desired by the public and the Grantee for enjoyable and convenient use of the OSLAD-assisted site. Any and all concession revenue in excess of the costs of operation and maintenance of the OSLAD lands and/or facilities shall be used for the

improvement of said lands or facilities or similar nearby public facilities. All sub-leases or licenses entered into by the Grantee with third persons relating to accommodations or concessions to be provided for or at the OSLAD facility for benefit of the public shall be submitted to IDNR, upon request, for its approval prior to the sub-lease or license being entered into or granted by the Grantee. The lessee concessionaire or licensee providing such service at the project site shall not discriminate against any person or persons on the basis of race, color, creed, national origin, disability or place of residence in the conduct of its operation under the lease, license or concession agreement.

k. No significant deviations from the approved Agreement (development plan) or control of property interests in the project site shall be made without prior written approval from IDNR. Specific actions regarded as significant deviations include, but are not limited to:

1) The granting of an easement, right-of-way, or other such encumbrance on title which divests control of the project site from the Grantee to another individual, group, agency, or entity.

2) Any significant deviation from the approved project site plan OR change, alteration or disposition of the project site to anything other than public outdoor recreation use, unless approved in this Agreement or by IDNR. The construction of any building including indoor recreation facilities, exclusive of outdoor recreation service or support structures and sanitary facilities, are considered a conversion in use.

3) The construction of any overhead service utility line on the project site subsequent to the date of this Agreement, except for electric lines over 15 kv, unless otherwise approved by IDNR. (All future utility lines servicing the project site, except as noted, must be buried.)

l. Any deviation or conversion of the project site(s) from public outdoor recreation use without DNR approval shall be considered a breach of this Agreement resulting in the Grantee being held liable for replacing said converted property with comparable land as deemed acceptable by IDNR.

IV. Performance Reports and Monitoring

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

b. The Grantee shall be responsible for developing the project site in general accordance with the site development plan approved by IDNR and Grantee's application. Grantee shall make all development plans and specifications available for review by IDNR upon request.

c. It is agreed and understood by the Grantee that an IDNR representative shall have access to the project site to make periodic inspections as construction progresses. It is further agreed and understood by the Grantee that IDNR reserves the right to inspect the completed project prior to project acceptance and grant reimbursement to the Grantee (17 Ill. Adm. Code 3025.70).

V. Project Costs and Billing

- a. The Grantee will receive a minimum of 50% of the grant award as an advance payment. Grant funds paid in advance must be kept in a separate interest bearing account with a federally or Illinois regulated financial institution that is insured by the Federal Deposit Insurance Corporation (FDIC), and maintained therein until used in the execution of the approved project. All interest earned on grant funds held by a grantee shall become part of the grant principal when earned, and be used for and in the same manner as the principal to fulfill the purposes and objectives of the grant. If funds are not held in an interest bearing account, the grantee will be responsible for the payment of interest to the Department at a rate equal to twelve percent (12%) per annum. (Section 3025.32).
- b. A project shall be deemed completed for grant payment when the Grantee submits a development project billing form seeking grant reimbursement which is approved for payment by IDNR. Failure by the Grantee to submit required billing forms and substantiating documentation within a one (1) year period following the project expiration date will result in the Grantee forfeiting all project reimbursements, and relieves IDNR from further payment obligations on the grant. Any grant funds remaining after final reimbursement to the Grantee may be reprogrammed at the discretion of IDNR.
- c. Project costs eligible for assistance shall be determined upon the basis of criteria set forth for the Open Space Lands Acquisition & Development Grant Program, as set out in 17 Ill. Adm. Code 3025.50.
- d. Upon project completion, the Grantee must submit a certified project billing request listing/verifying all funds expended on the project for which grant reimbursement is sought, as well as required documentation, as stated in the implementation guidelines and acquisition instructions.
- e. The grant will be administered in accordance with the time limit on expenditure of grant funds under the Illinois Grant Funds Recovery Act, 30 ILCS 705/5. All funds advanced to the Grantee that remain at the end of the grant agreement or at the expiration of the expenditure or obligation period stipulated in the grant agreement, shall be returned to the State within 45 days (30 ILCS 705/4(b)(5)).
- f. Conditions may arise after work has begun that are beyond the control of the Grantee and contractor which necessitate a change in specification and/or price. To maintain grant eligibility, such changes must be done by formal change orders. All change orders with a value over \$10,000.00 must be approved by IDNR before being executed. **Failure to obtain prior approval will result in the amount of the change order being disallowed and could result in a Class 4 felony.** (720 ILCS §5/33E-9).
- g. Project costs for which reimbursement is sought cannot be incurred by the project applicant prior to grant approval notification or IDNR authorization, except for architectural and engineering fees. Costs incurred prior to IDNR approval are ineligible for grant assistance. For acquisition projects, costs are considered incurred when property deed, lease or other conveyance is accepted by the Grantee or first payment is made on the project property or to an escrow account for the property. In addition, no purchase agreement, option, etc., or price negotiations shall be entered into without IDNR approval. Development project costs are considered incurred on the date construction contracts are signed or actual physical work begins on the project site or project materials are delivered. (See 17 Ill. Adm. Code 3025.50).

VI. Financial Records and Audit Requirements

- a. The Grantee shall maintain, for a minimum of 3 years following project completion, satisfactory financial accounts, documents, and records associated with the project and the disbursement of grant funds pursuant to this Agreement, and shall make them available to IDNR and the State of Illinois, Auditor General or Attorney General, for auditing at reasonable times. Failure by the Grantee to maintain such accounts, documents, and records as required herein shall establish a presumption in favor of the State of Illinois for recovery of any funds paid by the State per this Agreement for which adequate records are not available to support their purported disbursement.
- b. Grantees receiving a cumulative total of \$500,000 or more in state OSLAD assistance in a given year are required to have an agency-wide annual financial and compliance audit conducted, as is generally required by 1) state law (65 ILCS 5/8-8-1 *et seq.* or 55 ILCS 5/6-31001 *et seq.*) or 2) by the Grantee's own governing body, as applicable. A copy of the audit must be provided to IDNR, upon request. OR if any findings (irregularities) involving the OSLAD grant are reported in the audit.
- c. All required audits must be conducted by an independent certified public accountant, licensed by the State of Illinois, and must be performed in accordance with generally accepted auditing standards adopted by the American Institute of Certified Public Accountants (AICPA). The Grantee shall be responsible for procuring all required audits in accordance with its normal procurement rules, providing that these rules promote open competitive procurement.
- d. The Grantee shall be responsible for timely action in resolving any audit findings or questioned project costs. In the event that questioned costs are ultimately deemed disallowed as determined by IDNR or its representative, the Grantee shall be responsible for repayment of such costs.

VII. Compliance with Laws

- a. IDNR and the Grantee agree to perform this Agreement in accordance with the Open Space Lands Acquisition and Development Act (525 ILCS 35/1 *et seq.*); with the rules promulgated pursuant to that Act (17 Ill. Adm. Code 3025.10 *et seq.*); and, with the terms, promises, conditions, plans, specifications, maps, and assurances contained in the approved Project Application, each of which is hereby incorporated by reference and made a part of this Agreement.
- b. The agreement is subject to the Illinois Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*).
- c. Projects assisted with OSLAD grant funds shall be implemented in accordance with all applicable federal, State and local laws, ordinances and regulations relating to public agency expenditure of funds for public works projects (17 Ill. Adm. Code 3025.70).
- d. In connection with project construction, and the subsequent operation and maintenance of the facilities, the Grantee agrees that it shall be responsible for and obtain all permits, licenses, or forms of consent required to complete the project. **Failure to obtain any required permit or approval may jeopardize grant reimbursement and/or cause debarment.**
- e. Grantee will complete project construction in accordance with all laws of the State of Illinois governing purchases and procurement by the local Grantee.

f. Conflict of Interests (17 Ill. Adm. Code 3025.70):

1) No official or employee of the local political subdivision who is authorized in his official capacity to negotiate, make, accept, or approve or to take part in such decisions regarding a contract or subcontract in connection with an approved OSLAD grant project shall have any financial or other personal interest in any such contract or subcontract.

2) No person performing services for the local political subdivision in connection with an approved OSLAD grant project shall have a financial or other personal interest other than his employment or retention by that local political subdivision in any contract or subcontract in connection with an approved OSLAD grant project. No officer or employee of such person retained by the local political subdivision shall have any financial or other personal interest in any real property acquired under an approved OSLAD grant project unless such interest is openly disclosed upon the public records of the local political subdivision and such officer, employee or person has not participated in the acquisition for or on behalf of the local political subdivision.

g. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected. No course of dealing or failure of IDNR to enforce strictly any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.

h. No assignment of grant provisions or duties is allowed.

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

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

k. All facilities constructed with state OSLAD grant assistance must be designed and developed to fully accommodate accessibility standards as per the Illinois Accessibility Code Standards, the Americans with Disabilities Act (ADA) (42 U.S.C. 12101 *et seq.*) and the regulations thereunder (28 CFR 35.130).

l. If the grant award is \$250,000 or more for capital construction costs or professional services, Grantee certifies that it shall comply with the business enterprise program practices for minority-owned businesses, female-owned businesses, and businesses owned by persons with disabilities of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575/) and the equal employment practices of Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105). See 30 ILCS 105/45.

VIII. Intellectual Property

a. All intellectual property ("IP") rights (including copyright, patent, and any other rights) in materials arising out of or resulting from Grantee's use of the grant funds or any earning thereon (the "Public Materials"), including by way of example but not as limitation, any posters and promotional materials, photographs, maps, drawings, charts, reports, brochures, blueprints,

website pages, and source code, shall be owned by Grantee unless Grantee materially breaches the terms of this Agreement.

b. To ensure that the Public Materials are widely and generally available to the public who has paid for their production, Grantee hereby grants to IDNR a non-exclusive, perpetual, irrevocable, royalty-free, paid-up, worldwide, sublicenseable license to use, copy, or publish the Public Materials by any means or media in connection with any activity of IDNR.

c. Grantee shall provide to all employees and agents of Grantee who might otherwise be entitled to claim any authorship or ownership or IP interest in such Public Materials (including but not limited to architects, photographers, graphic designers, web designers, sculptors, and contractors) a copy of this clause and shall obtain such employees' and agents' acknowledgment and agreement (1) that any employee or non-employee's contributions to any such Public Materials shall be considered Grantee property and/or works for hire, and (2) that to the extent that the Public Materials are not so considered, that all such contributors assign their rights therein, whether under patent, copyright, trade secret, or trademark law, and including moral rights, in perpetuity or for the longest period otherwise permitted by law, to Grantee such that Grantee can effectively grant the above-described license. Grantee shall allow IDNR full access to the project site and materials, both during the grant term and after completion, for documentation, inspection, publicity, photography, promotion, or similar purposes.

IX. Notice to Parties

All correspondence arising from this Agreement shall be directed to the individuals who signed this Agreement or its designated representatives. All notices shall be deemed to have been provided at the time they are actually received.

X. Agency

Neither Grantee, nor its employees, agents, or subcontractors, shall be deemed to be an agent of the State of Illinois or IDNR.

XI. Remedies

Indemnification: Grantee shall indemnify, protect, defend, and hold harmless IDNR from any and all liability, costs, damages, expenses, reasonable attorneys' fees, or claims thereof arising under, through, or by virtue of the construction, operation, and maintenance of the project.

XII. Contractual Authority

The agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under this Agreement. When an authorized designee signs in addition to an Agency, he or she does so as approving officer and shall not have any liability to the Grantee.

XIII. Freedom of Information Act

This Agreement and all related public records maintained by, provided to or required by the State are subject to the Illinois Freedom of Information Act (5 ILCS 140 *et seq.*).

XIV. Attachments

a. This Agreement, including the documents specified below, constitutes the entirety of the Agreement between the parties and supersedes any other agreement or communication, whether written or oral, relating to this award that may have been made by either party. If there is a discrepancy between the language of an attachment and this Agreement, the Agreement controls.

Documents incorporated by reference:

- 1. Project Application
- 2. Boundary Map
- 3. Development Data
- 4. Standard Certifications
- 5. Implementation & Billing Requirements

b. Grantee certifies under oath that all information in the Agreement is true and correct to the best of the Grantee's knowledge, information, and belief; that the funds shall be used only for the purposes described in the Agreement; and that the award of grant funds is conditioned upon such certification (30 ILCS 705/4(b)(6)).

GRANTEE

City of Aurora
(Agency)

Isabel N. K.
(Signature)

Isabel M. Garcia-Kodron
(Name)

City Clerk
(Title)

February 6, 2015
(Date)

STATE OF ILLINOIS

IL Department of Natural Resources
(Agency)

[Signature]
(Director - Signature)

Wayne Rosenthal ~~Marc Miller~~
(Director - Name)

8/19/16
(Date)

Shelly L. Knuppel 8/18/2016
Deputy (IDNR/G Counsel - Signature) Date

Shelly L. Knuppel
~~Jeffrey P. Smith~~ ~~Brent Krebs~~
(IDNR General Counsel - Name)

Authorized signature
Day Florence 8/19/16
(IDNR Chief Fiscal Officer - Signature) Date

Day Florence ~~Scott Harper~~
(IDNR Chief Fiscal Officer - Name)

CERTIFICATION

I certify under oath that all information in the grant agreement is true and correct to the best of my knowledge, information, and belief; and that the funds shall be used only for the purposes described in the grant agreement; and that the award of the grant funds is conditioned upon such certification.

Isabel N. K. Feb. 6, 2015
GRANTEE Signature and Date

APPROVED FOR EXECUTION

Date: 8/18/2016

Legal Counsel: [Signature]

**DOC-4 Development
Data**

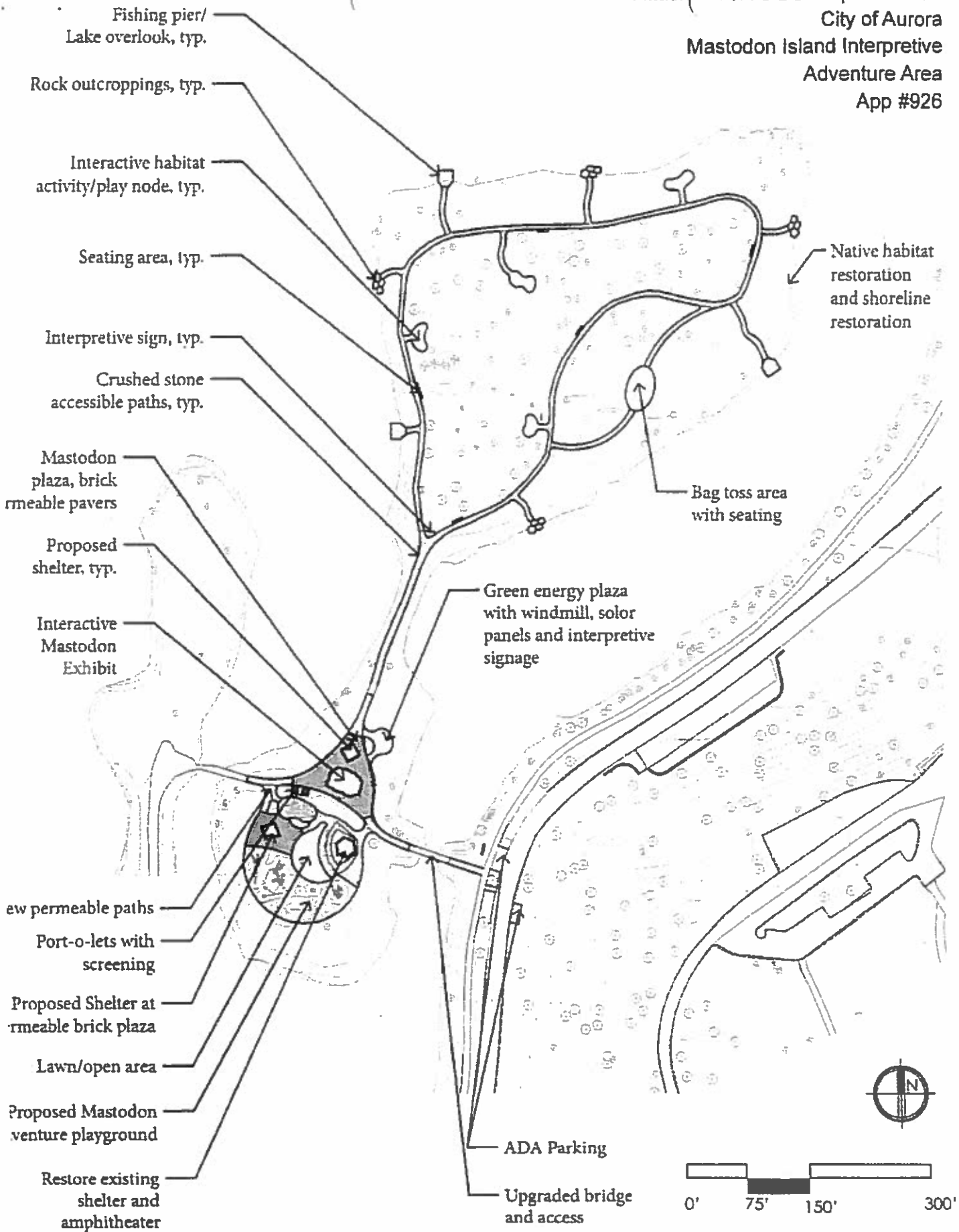
**Aurora, City of
'Mastodon Island Interpretive Adventure Area'**

Mthd*	Item	Amount	Est. Cost
C	Demolition	1	\$17,200.00
C	Site Access Improvements	1	\$20,000.00
C	Mastodon Adventure Playground	1	\$270,000.00
C	Animatronic Mastodon	1	\$100,000.00
C	Hardscape Paving Areas	1	\$105,000.00
C	Site Furnishings	1	\$25,000.00
C	Shade Structures and Decks	1	\$40,000.00
C	Fishing Piers/Lake Overlook Decks	1	\$12,000.00
C	Bag Toss Area	1	\$19,000.00
C	Landscape & Native Plant Restoration	1	\$65,000.00
C	Pathways & Habitat/Interpretive Signag	1	\$60,000.00
C	Windmill & Solar Power - Green Plaza	1	\$52,000.00

(*) Code for
Construction Method: C -
Contract F - Force
Acct. D - Donated
Labor or Materials

Total:	\$785,200.00
CPA Cost:	\$5,000.00
A/E Design Fees:	\$79,400.00
Archaeological Cost:	\$5,000.00
Total Cost:	\$874,600.00
GrantReq:	\$400,000.00

Attachment A-3 Development Plan
 City of Aurora
 Mastodon Island Interpretive
 Adventure Area
 App #926



Fishing pier/
Lake overlook, typ.

Rock outcroppings, typ.

Interactive habitat
activity/play node, typ.

Seating area, typ.

Interpretive sign, typ.

Crushed stone
accessible paths, typ.

Mastodon
plaza, brick
permeable pavers

Proposed
shelter, typ.

Interactive
Mastodon
Exhibit

New permeable paths

Port-o-lets with
screening

Proposed Shelter at
permeable brick plaza

Lawn/open area

Proposed Mastodon
adventure playground

Restore existing
shelter and
amphitheater

Green energy plaza
with windmill, solar
panels and interpretive
signage

Bag toss area
with seating

Native habitat
restoration
and shoreline
restoration

ADA Parking

Upgraded bridge
and access



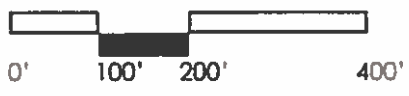
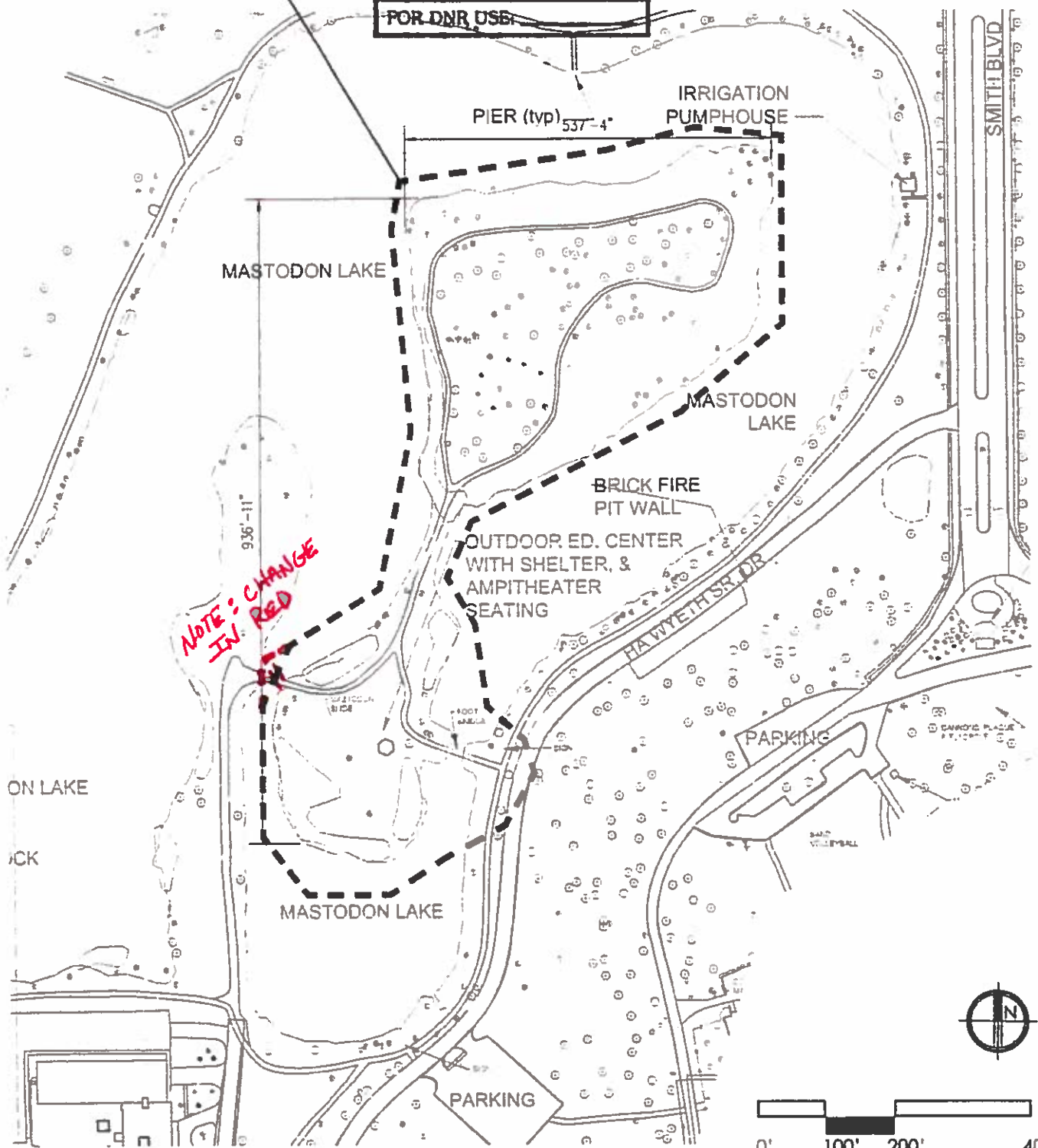
PROJECT _____
 MAP CERTIFICATION
 This project boundary map is certified to be correct to the best of my knowledge.
 2/06/2015

 SUPERINTENDENT OF PARKS

 FOR DNR USE

Attachment A-4 Premise Plat Map
 City of Aurora
 Mastodon Island Interpretive
 Adventure Area
 App #926

Project Location
Boundary



TAXPAYER IDENTIFICATION NUMBER

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).
 - If you are an individual, enter your name and SSN as it appears on your Social Security Card.
 - If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
 - If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the d/b/a on the business name line and enter the owner's SSN or EIN.
 - If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
 - For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: CITY OF AURORA, ILLINOIS

or

Business Name: _____

Taxpayer Identification Number:

Social Security Number _____

or

Employer Identification Number 36-6005778

Legal Status (check one):

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input checked="" type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Legal Services Corporation | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> D = disregarded entity |
| | <input type="checkbox"/> C = corporation |
| | <input type="checkbox"/> P = partnership |

Signature: Brian W. Caputo

Date: 2/6/15

STANDARD CERTIFICATIONS

Vendor acknowledges and agrees that compliance with this section and each subsection for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

This section, and each subsection, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the State.

If this contract extends over multiple fiscal years including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the contract may be void by operation of law,
- the State may void the contract, and
- the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Vendor certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this contract.

3. Vendor certifies it is not in default on an educational loan (5 ILCS 385/3). This applies to individuals, sole proprietorships, partnerships and individuals as members of LLCs.

4. Vendor (if an individual, sole proprietor, partner or an individual as member of a LLC) certifies it has not received an (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133, (30 ILCS 105/15a).

5. Vendor certifies it is a properly formed and existing legal entity (30 ILCS 500/1.15.80, 20-43); and as applicable has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

6. To the extent there was a incumbent Vendor providing the services covered by this contract and the employees of that Vendor that provide those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer, and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80). This does not apply to heating, air conditioning, plumbing and electrical service contracts.

7. Vendor certifies it has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Vendor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).

8. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).

9. If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false (30 ILCS 500/50-10.5).
10. Vendor certifies it is not barred from having a contract with the State based on violating the prohibition on providing assistance to the state in identifying a need for a contract (except as part of a public request for information process) or by reviewing, drafting or preparing solicitation or similar documents for the State (30 ILCS 500/50-10.5e).
11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false (30 ILCS 500/50-11) or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).
12. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the contract being declared void.
13. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract (30 ILCS 500/50-14).
14. Vendor certifies it has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).
15. Vendor certifies it is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
16. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement (30 ILCS 500/50-38).
17. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).
18. In accordance with the Steel Products Procurement Act, Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).
19. a) If Vendor employs 25 or more employees and this contract is worth more than \$5000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
b) If Vendor is an individual and this contract is worth more than \$5000, Vendor shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the contract (30 ILCS 580).
20. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
21. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).
22. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
23. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).

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

25. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor or any child under the age of 12 (30 ILCS 584).

26. Vendor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State until the violation is mitigated".

27. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors 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.

28. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/itaa. (30 ILCS 587)

29. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code (30 ILCS 500/20-160 and 50-37). Vendor will not make a political contribution that will violate these requirements. These requirements are effective for the duration of the term of office of the incumbent Governor or for a period of 2 years after the end of the contract term, whichever is longer.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

Vendor is not required to register as a business entity with the State Board of Elections.

or

Vendor has registered and has attached a copy of the official certificate of registration as issued by the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

VENDOR (show Company name and DBA)

City of Aurora

Signature Isabel M. Garcia-Kodron

Printed Name Isabel M. Garcia-Kodron

Title City Clerk Date Feb. 6, 2015

Address 44 E. Downer Pl.

Aurora, IL 60505