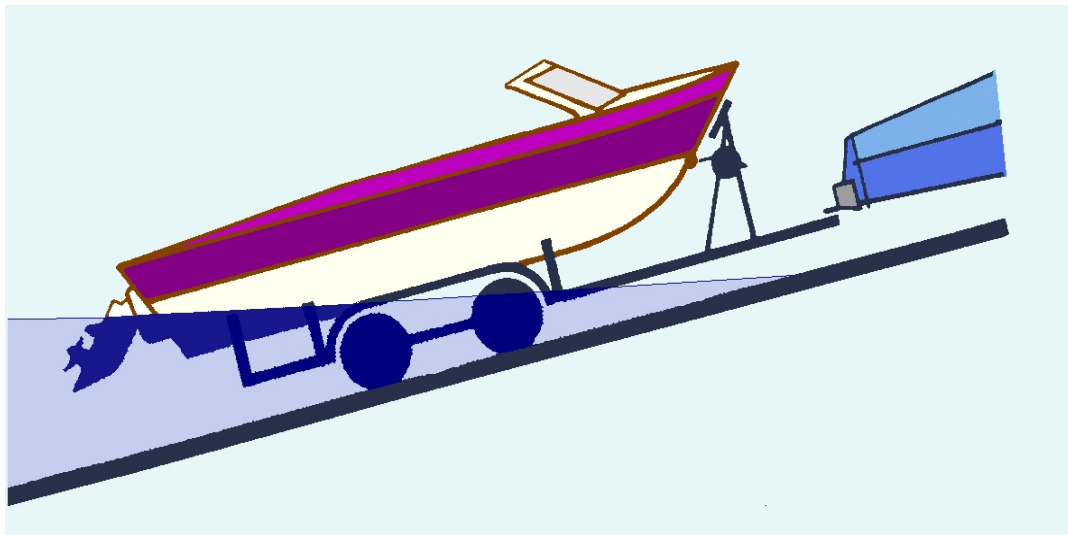


BOAT ACCESS AREA DEVELOPMENT PROGRAM

FINANCED FROM "THE STATE BOATING FUND"

LOCAL GOVERNMENT PARTICIPATION MANUAL



**STATE OF ILLINOIS
DEPARTMENT OF NATURAL RESOURCES**

PREFACE

This Manual presents necessary information on how eligible units of local government may apply for assistance under the Boat Access Area Development (BAAD) grant program. It is a concise procedural outline designed to transmit basic information on general program requirements, project eligibility, funding priorities and application criteria.

This document is published by the Illinois Department of Natural Resources (DNR), administering agency for the BAAD program. All inquiries regarding the program should be addressed to the Illinois Department of Natural Resources, Division of Grant Administration, One Natural Resources Way, Springfield, Illinois 62702. Telephone: 217/782-7481, Fax: 217/782-9599, e-mail: DNR.GRANTS@illinois.gov

Equal opportunity to participate in programs of the Illinois Department of Natural Resources (IDNR) and those funded by the U.S. Fish and Wildlife Service and other agencies is available to all individuals regardless of race, sex, national origin, disability, age, religion or other non-merit factors. If you believe you have been discriminated against, contact the funding source's civil rights office and/or the Equal Employment Opportunity Officer, IDNR, One Natural Resources Way, Springfield, Ill. 62702-1271; 217/785-0067; TTY 217/782-9175.

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Reproduced internally by:
Department of Natural Resources
Division of Grant Administration
[25 copies printed, 6/10]

HOW TO USE THIS MANUAL

This Manual is designed to help local government agencies submit applications for assistance through the Boat Access Area Development (BAAD) grant program. **The Manual should be read carefully before applying for funding assistance.**

Necessary application forms and instructions are located in the back of the Manual. Duplicate copies of the blank application forms should be made so work copies are available for preliminary draft copies of the application and an original set retained for the final copy submitted to the Department .

Follow the application checklist and instructions carefully; they are the guides for completing an accurate application. Prospective applicants are strongly encouraged to contact the Grants Division staff to discuss project proposals prior to final application submittal. Considerable time and effort may be saved by doing so.

APPLICATIONS MUST BE RECEIVED BY THE DEPARTMENT OF NATURAL RESOURCES NO LATER THAN 12:00 NOON ON SEPTEMBER 1 OF EACH YEAR (or the next official business day if September 1 falls on a weekend or a holiday) TO BE ELIGIBLE FOR CONSIDERATION. Applications received after that time will be returned as ineligible.

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PART I

GENERAL INFORMATION

BOAT ACCESS AREA DEVELOPMENT GRANT PROGRAM

Section I. Program Objectives & Authorization

The Boat Access Area Development (BAAD) program is a State-financed program, administered by the Illinois Department of Natural Resources, which provides funding assistance to local units of government for the acquisition and/or construction/renovation of approved public boat, including canoe, access areas in Illinois.

The BAAD grant program is authorized by and implements the Civil Administrative Code, Section 805-325 (20 ILCS 805/805-325), and THE BOAT REGISTRATION AND SAFETY ACT, SECTION 10-1 (625 ILCS 45/10-1) and is administered in accordance with 17 IL Adm. Code 3035.

Funds for the program are derived from a portion of the revenue received under provisions of "The State Boating Act Fund". The primary source of revenue for this fund is Marine Motor Fuel Tax, but also includes funds received from boat and canoe registration fees and fines. Each fiscal year, the General Assembly appropriates funds for the BAAD program to the Department of Natural Resources for allocation to local agency projects through a competitive grant process based upon written applications.

Section II. Eligibility Requirements

Agencies eligible for assistance under the BAAD grant program are any units of local government or special taxing districts with statutory authority to acquire, develop and maintain lands for public parks or boating purposes. This includes, but is not limited to, counties, townships, municipalities, park districts, conservation districts, forest preserve districts and port authorities.

Section III. Assistance Formula

The BAAD program can provide up to 100% reimbursement funding assistance on approved project development costs and 90% reimbursement funding assistance on approved land acquisition costs. For development projects, higher priority is given in project evaluation for local agency financial contribution to the project, up to 30% of project cost for maximum credit.

Maximum grant assistance for any one project or project element in a given fiscal year (grant cycle) is limited to \$200,000 for power boat access facilities and \$80,000 for non-motorized, canoe and other car top boat launch facilities.

Section IV. Eligible Project Costs

Grant assistance may be obtained for any of the following boat/canoe access area components.

1. Development or renovation costs for:
 - a. Boat launching ramp(s) and adjacent car/trailer maneuvering area.
 - b. Parking area to serve ramp users.
 - c. Access road to the ramp, that shall be limited to a reasonable distance (usually no more than 1/4 mile) from an existing public road.
 - d. Potable water supply and restroom facilities where necessary and cost effective.
 - e. Initial channel improvements where necessary to facilitate launch ramp usage. (Subsequent maintenance and dredging shall be the responsibility of the local governmental agency).
 - f. Security lighting where necessary and cost effective. (Operating costs shall be borne by the local agency.) See Section VI, item 3(I) on page 12 regarding requirements for burying overhead utility lines at BAAD-assisted sites.
 - g. Walkways connecting a ramp with adjacent parking lot, docks, restrooms, etc..
 - h. Courtesy docks for temporary tie up of boats not to exceed approximately 10% of the capacity of the parking area.
 - I. Marine sanitary disposal stations.
 - j. Docks to support gas pumps/fueling facilities.
 - k. Other boating related facilities as deemed appropriate by DNR (considered on a case-by-case basis).
 - l. Architectural/engineering services deemed necessary, up to a maximum of 15% of total construction costs, for the proper design and construction supervision of an approved BAAD construction project.

2. Land acquisition costs (fee simple title or permanent easement), including required appraisal fees, associated with securing land necessary to develop a basic boat/canoe access area on public waters of the state. Land acquisition from another public agency, except public school districts, is ineligible for BAAD assistance. Grant assistance for land acquisition is limited to no more than 90% reimbursement of the property's Certified Fair Market Value (CFMV) as approved by the DNR, but in no case shall grant reimbursement exceed actual local agency cash payment for the land as in the event of a bargain sale/donation.

NOTE: Application cannot be made for both acquisition assistance and development assistance of a project site in the SAME grant cycle.

3. Ineligible BAAD Projects

In general, BAAD assistance will not be provided for the following types of projects:

- a. Projects which are primarily maintenance related;
- b. Dredging of any kind beyond that which may be required for initial channel improvements at the time of ramp construction;
- c. Docks that provide permanent berthing space in a marina;
- d. Fueling pumps, tanks, etc.; and
- e. Facilities not available for general public use

Section V. Procedures for Grant Applications and Awards

1. The BAAD program operates on an annual grant cycle with the application period being from July 1 - September 1. Applications **MUST BE RECEIVED** by the Department of Natural Resources no later than 12:00 noon on **SEPTEMBER 1** (or the first official business day in September) to be eligible for funding consideration in that particular grant cycle. Necessary application forms and instructions are located in the back of the Manual.

Awarding of grants are on a competitive basis and will be made under the authority and directive of the Director of the Department of Natural Resources. Awards are generally announced within 180 days following the application deadline date. The amount of grant funds awarded annually shall be determined by the Department of Natural Resources based upon the appropriation level for the program in a given fiscal year and demonstrated need.

PLEASE NOTE: Project costs for which reimbursement is sought cannot be incurred by the project applicant until after Illinois DNR grant approval. Project costs incurred prior to Department approval are **INELIGIBLE** for grant assistance.

2. Project application guidelines and general requirements for local participation in the BAAD program are as follows:

- a. The local agency shall have plans for its proposed project developed to the point where the project scope can be described and reasonable estimates of acquisition and/or development costs can be made. The local agency is responsible for development of a BAAD-assisted project in general compliance with plans submitted and approved with the project application.

Plans for the boat/canoe access area should be based on the needs of the public, the expected use, and the type and character of the project area. Facilities should be attractive for public use and be generally consistent with the natural setting and topographic limitations. Improvements and structures should be designed for full accessibility and harmonize as much as possible with the natural environment. Emphasis should be given to public health, the safety of users, and protection of the recreation values of the area. **Where public recreation needs are being adequately met through private investment, proposals creating a competitive situation should be avoided.**

- b. For potential acquisition projects it is imperative that the local agency know exactly the land area proposed for acquisition. As noted later in this Manual, the local agency must submit, as part of the project application, a Commitment for Title Insurance, Attorney's Opinion of Title, or other device which not only illustrates any encumbrances on the site's ownership, but also delineates the legal boundary description of the property to be acquired. The local agency must clearly understand the following:

1. Once an application has been submitted to the Illinois DNR, neither the size or location of properties specified in the application can be changed. This is necessary since the project is reviewed and evaluated site specifically for cultural and environmental resource impacts and project feasibility by DNR staff and other potentially affected State agencies.
2. If an acquisition project is approved for BAAD assistance, the legal description on the deed of the property acquired must correspond exactly to that which is detailed in the application, unless otherwise approved by the DNR. In addition, development of the property must be initiated within three (3) years following completion of site acquisition and be in general accordance with the proposed site development plan submitted as part of the approved project application. Changes in use of the acquired property from plans approved by DNR can constitute a conversion from public boat access use subject to project site conversion requirements outlined in the provisions of the grant Project Agreement (sample copy located in Appendix A of this Manual).

- c. For development projects, the local agency must have fee simple title to the area proposed for development or it must be secured by a long-term lease for a period of time commensurate with the program compliance amortization schedule shown in the sample Project Agreement located in Appendix A. Control and tenure of leased property shall not be revocable at will by the Lessor. A copy of the lease must be filed with the DNR as part of the application. The local agency must list all outstanding rights or interests held by others in the property to be developed and explain in the Environmental Evaluation how these rights affect public outdoor recreation use.

- d. Illinois DNR policy currently limits local BAAD grant awards to a maximum of \$200,000 per project for power boat access facilities and \$80,000 for non-motorized, canoe and cartop boat launch facilities.

- e. The individual indicated in the grant application as the contact person for an agency should be available for telephone contact during normal working hours (8:00 A.M. - 5:00 P.M.). The designated contact individual serves as the liaison with the DNR and should always be aware of the status of the proposed project. All transmittals from the DNR regarding a local agency's potential or existing project(s) should be read thoroughly and responded to promptly.

- f. It is the administrative responsibility of the local agency to investigate the need for and obtain all necessary project construction permits which affect their project. All such permits must be secured by the local agency within 12 months following BAAD project approval. (See Program Compliance Requirements.) Failure to secure necessary permits in a timely manner can result in termination of the approved grant award.

- g. Maintenance of Facility: Prior to being considered for BAAD funding assistance, the local governmental agency shall agree and show ability to maintain said facility, upon completion, per terms set forth in the grant Project Agreement (see sample copy in Appendix). The ability to maintain the facility shall be indicated on the application form by providing an estimated amount of annual funds available for maintenance. Available equipment and manpower should also be included.

- h. Project applications not approved for BAAD assistance will not be returned to the local agency. Projects that are not successful in a given grant request cycle may be resubmitted in a subsequent grant cycle if the application is completely updated and revised accordingly prior to resubmittal.

- i. The following documents comprise an acceptable BAAD application. Application forms and instructions are located in PART II of this Manual (See page 15).

- . General Application Form (BAAD/DOC-1)
- . Form BAAD/DOC-2 (*Acquisition Data*)
 - Commitment for Title Insurance (acquisition projects only)
 - Appraisers Qualifications (acquisition projects only)
- . Form BAAD/DOC-3 (*Development Cost Data*)
 - Deed, Easement, Lease, etc. (development projects only)
- . Form BAAD/DOC-4 (*Project Narrative Statement*)
- . Attachment #1 - Location Map
- . Attachment #2 - Plat Map
- . Attachment #3 - Development Plan
- . Attachment #3a - Dimensions and Elevation Drawings for buildings & docks
- . Form BAAD/DOC-5 (*Certification Statement*)
- . Form BAAD/DOC-6 (Environmental Assessment Statement)

3. Project Evaluation Criteria/Priorities

Local project applications are evaluated on a competitive basis as Illinois' annual BAAD apportionment typically is not sufficient to provide funding assistance for all local boating needs in the state. The following criteria determine the priority ranking of eligible local project applications recommended for BAAD funding assistance:

A. Project Need (55%)

Project need is based on the size of the body of water being served by the proposed boat/canoe access facility (15%), anticipated usage of the facility (10%) the registered boater population being served (15%), local planning and public input in the proposal (8%), and availability/proximity of other access areas on the body of water (7%).

B. Site Characteristics and Development Plan (20%)

Projects are evaluated primarily in terms of the project site's suitability for the proposed uses including considerations of 1) physical characteristics such as terrain, drainage, adjacent land uses, soil conditions, vegetation, hydrologic conditions, environmental intrusions, etc., 2) site accessibility factors including safe vehicular access and sufficient parking; and 3) overall site plan considering such factors as overall design, creativity, sensitivity to environmental factors and neatness.

C. General Project Considerations (25%)

Additional consideration is also given for the following factors when evaluating projects:

-Financial Cooperation - local agency financial contribution to project costs (up to 30% contribution for maximum credit) and/or construction of other recreational facilities at the project site (Development projects only). (10%)

-Ability to Maintain - local agency capability of adequately maintaining and operating the facility. (10%)

-Users Fees - Facilities available for public use without a user fee charge are given highest priority. (5%)

D. Project Penalty Considerations

A local agency may be penalized during project evaluation for poor performance in a) the execution of previous projects or b) responding to DNR requests for necessary application information. In addition, penalties will be given to any project that a) causes a negative impact on privately-owned boating related facilities in the area or b) is not consistent with the overall purpose of the BAAD program.

The Department will not consider a project application from a local agency for BAAD assistance when there exists an outstanding known violation or program non-compliance at that locality with respect to a prior DNR grant project or other DNR program (e.g., Office of Water Resources permit violation).

The Department's Natural Resources Advisory Board (a thirteen member board appointed by the Governor), in consultation with Department staff, prioritize project applications according to the established program rating criteria and make project funding recommendations to the Director. The Governor generally announces BAAD grants in early spring.

Section VI. Program Implementation Procedures & Compliance Requirements

1. The date of the Governor's approval commences the project period for which incurred project costs are eligible. Costs that are incurred prior to this approval, with the exception of necessary engineering fees, are ineligible.* Acquisition costs are considered incurred by the local agency on the date when 1) deed, lease or other appropriate conveyance is accepted, or 2) when first partial payment or full payment is made on the project property or to an escrow account/agent for the property. Development costs are considered incurred on the date construction contracts are signed or actual physical work on the project site starts (e.g., ground clearing, the beginning of facility construction, the delivery of materials to the project site, etc.).

* (Costs for site investigation, preliminary design, preparation of cost estimates, construction drawings and bid specifications, and similar items necessary for proper construction preparation and project completion may be eligible for assistance although incurred prior to approval.)
2. For projects receiving acquisition assistance, acquisition of the project property generally is completed within approximately nine (9) months following project approval, with the exception of acquisitions involving eminent domain. Acquisition projects must proceed in accordance with the federal "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970" (PL91-646) and/or the state "Displaced Person Relocation Act" (310 ILCS 40, et seq.), as applicable, and with the policies and procedures adopted by the Department pursuant thereto.

Upon project approval, the local project sponsor is instructed to commence with necessary appraisal work to determine the fair market value for the proposed project site. Two appraisals may be required in some instances at the sole discretion of the DNR. The appraisals must be completed to Department specifications for a full narrative appraisal. Once the Department has reviewed the appraisal(s) and approves a "fair market value" for the project site(s), the local agency will be authorized to proceed with acquisition negotiations. No purchase agreements, options, etc. should be entered into, nor negotiations begun, until the DNR approves such action. The entering into of any options or any other type of purchase agreement prior to Department approval could be cause for project ineligibility. Title to any property secured by the local sponsoring agency before Department approval is ineligible for grant assistance.

- a) After acquisition is completed and title to the project property secured, the local agency may request eligible grant reimbursement. Reimbursement shall not exceed 90% of the appraised fair market value of the property(ies) or the approved grant award, whichever is less. In the event of condemnation, the Judgement Order establishes just compensation (fair market value) in determining eligible reimbursement. In no case shall grant payment exceed the actual cash purchase price for the project site(s) (i.e., acquisitions involving a "bargain sale").

- b. An acceptable billing request includes the following documents:
 - 1. Copy of recorded Deed (Judgement Order in case of eminent domain purchase)
 - 2. Title Affidavit and Title Insurance Policy on acquired property **unless** acquired by Judgement Order or Warranty Deed secured
 - 3. Evidence of written fair market value offer to seller
 - 4. Copy of canceled check as proof of payment to seller
 - 5. Parcel Tabulation if project involves multiple parcels

 - c. Land acquired with BAAD assistance must be subsequently developed as a public boat/canoe access area in general accordance with the approved project application proposal within three (3) years following the date title to the property is secured. Failure to improve the property for such use within the three (3) year time period shall result in the property being considered "converted" from its intended use necessitating remedial action by the local agency as specified in the provisions of the BAAD Project Agreement (see sample copy in Appendix A).
3. For projects requesting development assistance, the local agency must possess at the time of project approval either fee simple title, a permanent easement to the land being developed or a lease arrangement, non-revocable at will by the lessor, for the project property for a period of time commensurate with the amortization schedule shown in the sample Project Agreement located in Appendix A. The Department 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 circumstance beyond the control of the local project sponsor prohibit such arrangements.

Instructions and guidance regarding development project implementation are provided by the DNR at the time of project approval notification. In general, implementation procedures for approved development projects are as follows:

- a) Projects usually require the preparation of detailed work drawings and specifications. The Department reserves the right to require revisions of plans and specifications for any development which, in its opinion, does not provide for a quality outdoor recreation experience. In addition, plans and specifications shall also be available for review by DNR representatives during on-site construction inspections and compliance reviews.

- b) The local project sponsor must provide quarterly status reports to the DNR on March 1, July 1, October 1 and December 1.

- c) After all construction permits are secured, work at the site or advertising for competitive bids may commence. Work at a project site may be accomplished by contract or by force account labor (using a local agency's employees). Approval from DNR must be obtained prior to initiating work to be accomplished by the Force Account method. **It is strongly recommended that whenever possible, work be accomplished by contract.**
- d) All open competitive bidding shall be done in accordance with the local agency's statutory requirements governing public procurement. Upon receipt of bids, should the local agency consider the lowest bidder unqualified, incapable, or not responsible, the next lowest bidder may be approved. Justification for awarding of contracts to other than the lowest bidder or acceptance of a no-bid contract shall be subject to the approval of the DNR.
- e) Except for contracts exceeding \$100,000, the local agency may follow its own requirements relating to bid guarantees, performance bonds, and payment. For contracts exceeding \$100,000, the minimum requirements shall be as follows:
1. A bid guarantee from each bidder equivalent to 5% of the bid price.
 2. A performance bond on the part of the contractor for 100% of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
 3. A payment bond on the part of the contractor for 100% of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.
- f) The local agency shall also incorporate in construction contracts provisions which define a sound and complete agreement, including the following:
1. Contracts shall contain such contractual provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and shall provide for such sanctions and penalties as may be appropriate.
 2. All construction contracts exceeding \$30,000 shall contain suitable provisions for termination by the local agency including the manner by which it will be affected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated because of circumstances beyond the control of the contractor.

3. In all contracts in excess of \$100,000, the local agency shall observe the bonding requirements outlined previously.
4. All construction contracts (except those less than \$30,000) awarded by the local agency shall include a provision to the effect that the DNR and the Auditor General of the State of Illinois, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor for the purpose of making audit, examination, excerpts and transcriptions.

- g) During the course of development it may become necessary to change scope, plans and/or specifications. The local agency shall obtain DNR approval prior to issuing written change orders that represent significant deviation from the approved plans. Change orders should be made a part of the project file and kept available for audit.
- h) During construction, DNR may make on-site inspections, as deemed necessary in relation to the scope of the project, to check progress and compliance with all applicable laws and construction specifications. It shall be the local agency's full responsibility for determining when all project construction has been satisfactorily completed and is ready for DNR final inspection and acceptance.
- i) For development projects, grant payment requests can be made to the Department either on a periodic partial payment basis or a lump sum final payment at the completion of the project.

Local agency billing requests for grant payment submitted to the Department must be accompanied by documentation of completed work and incurred costs from project contractors and/or consultants (A/E firms). Approximately 30 - 45 days are required by the Department for processing and transmitting grant payments.

- j) The local agency will be expected to take all reasonable steps to bury, screen, or relocate existing overhead lines (under 15KV) on a project site. Burying existing lines is eligible for grant assistance and can be part of the application. All future electrical lines under 15KV and telephone wires must be installed underground. If the local agency feels that existing or future utility lines under 15KV should not be underground, it will be necessary to document the rationale for such a request and receive DNR approval.

4. In connection with and PRIOR to the construction, and thereafter the subsequent operation and maintenance of the BAAD assisted facilities, the Local Agency agrees that it shall be responsible for and obtain all necessary Permits, Licenses or Forms of Consent, as the case may be, from, but not limited to, the following agencies:
 - a. U.S. Dept. of the Army, Corps of Engineers.
 - b. IL Environmental Protection Agency.
 - c. IL Dept. of Natural Resources regarding State "Interagency Wetlands Policy Act" of 1989 (20 ILCS 830/1-1), "Endangered Species Protection Act" of 1990 (520 ILCS 10/11), "Rivers, Lakes & Streams Act" (615 ILCS 5) and "Historic Resources Preservation Act" (20 ILCS 3420/1).
 - d. IL Dept. of Public Health "Campground Licensing & Recreational Area Act," (IL Rev. Stat. Ch. 111 ½, para. 761).
 - e. State and local road, building or zoning agencies or boards, where applicable.

NOTE: NON-COMPLIANCE WITH THE ABOVE CAN JEOPARDIZE GRANT FUNDING.

5. The local project sponsor is required to post a grant program acknowledgment sign at the project site identifying it as a public boat and/or canoe launch area. The required sign and installation instructions will be provided by the Department.
6. The local sponsoring agency is required to enter into a standard contract agreement with the Department for an amount agreed upon as necessary to complete the approved project and which specifies the related grant reimbursement amount and specific program compliance responsibilities. (A sample copy of the agreement is included in Appendix A of this Manual.) PLEASE REVIEW PRIOR TO APPLICATION SUBMITTAL.

Failure by the local sponsoring agency to comply with any of the terms or provisions stipulated in the signed grant Project Agreement shall be cause for the suspension or repayment of all grant funds received thereunder, unless, in the judgement of the Department such failure was due to no fault of the local sponsoring agency. Failure to execute a project in a timely manner OR for non-compliance with program regulations OR failure to proceed with an approved project because of insufficient local funds or a change in local priorities shall result in the project sponsor being ineligible for DNR grant funding consideration for a two year period following project termination.

Section VII. Program Information Contact

Write: Illinois Department of Natural Resources
Division of Grant Administration
One Natural Resources Way
Springfield, IL 62702
Tele: 217/782-7481
e-mail: DNR.GRANTS@illinois.gov

BOAT ACCESS AREA DEVELOPMENT PROGRAM GRANT ACKNOWLEDGMENT SIGNS

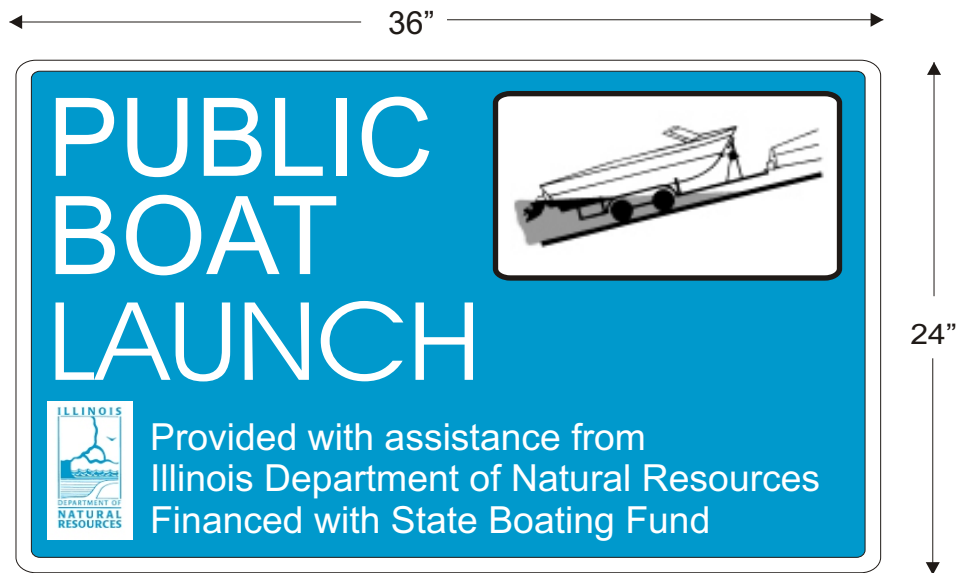


FIGURE 1

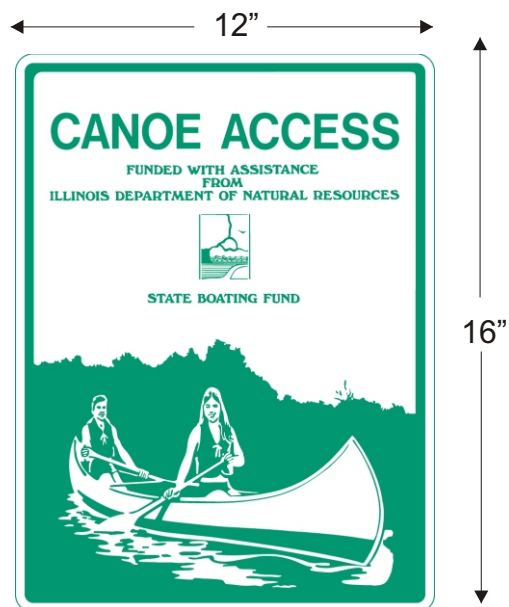


FIGURE 1a

PART II

APPLICATION FORMS & INSTRUCTIONS

* * * PLEASE READ * * *

Copies of the blank application forms in this section of the Manual should be made for work copies prior to writing the final application. Applications must be typewritten or clearly printed. **The application submitted to the Department (only one copy required) must contain original signatures where required.**

The annual application period is July 1 to September 1 (or the first official business day in September). Applications received after the close of business (5:00 p.m.) on the deadline date are returned as ineligible for funding consideration in that particular grant cycle.

Application materials are eventually microfilmed by the DNR. Please submit only black and white copies of your application forms and maps. Due to equipment limitations, maps and drawings should be limited to 8 ½" X 11" whenever possible and in no case larger than 11" X 17".

ILLINOIS BOAT ACCESS GRANT PROGRAM

APPLICATION CHECKLIST

Attach this checklist to the front of the completed application and initial those items that have been completed and included in the application.

PROJECT SPONSOR: _____

PROJECT TITLE: _____

- Application Form (BAAD/DOC-1)
- Form BAAD/DOC-2 (Acquisition Data) **(Acquisition Projects Only)**
 - Commitment for Title Insurance
 - Appraisers Qualifications/Credentials
- Form BAAD/DOC-3 (Development Data) **(Development Projects Only)**
 - Deed, Easement, Lease, etc.
- Form BAAD/DOC-4 (Project Narrative Statement)
- Attachment #1 - Project Location Map
- Attachment #2 - Project Plat Map
- Attachment #3 - Project Development Plan *(required for both acq. & dev. projects)*
- Attachment #3a - general specifications / layout / elevation drawings for docks & buildings (if applicable)
- Attachment #4 - Map showing other launches on the project body of water within 30 miles (if applicable)
- BAAD/DOC-5 - Certification Statement
- BAAD/DOC-6 - Environmental Assessment Statement
 - IL Dept. of Agriculture sign-off requested **(Acquisition Projects Only)**
 - CERP Form completed with attachments

Mail Completed Application to:

**Illinois Department of Natural Resources
Division of Grant Administration
One Natural Resources Way
Springfield, IL 62702
Phone: 217/782-7481**

Note: Applications will not be returned.

<p><u>I. GENERAL INFORMATION</u></p> <p>A. Project Sponsor/Applicant:</p> <p>_____</p> <p style="text-align: center;">(Agency Name)</p> <p>_____</p> <p style="text-align: center;">(Address)</p> <p>_____, IL _____</p> <p style="text-align: center;">(City) (ZIP)</p> <p>Chief Administrator or Elected Official _____</p> <p style="text-align: center;">(Name/Title)</p> <p>Phone: _____</p> <p>FAX Number: _____</p>	<p>B. Project Title: _____</p> <hr/> <p>C. Project Location: _____</p> <p style="text-align: right;">(County)</p> <p style="text-align: right;">_____</p> <p style="text-align: right;">(Water Body)</p> <p>*If lake or river pool, indicate the following:</p> <p>_____</p> <p style="text-align: center;">Surface acreage ave. depth max. depth</p> <hr/> <p>D. IL Leg. (Senate) Dist#: _____ Name _____</p> <p>IL Representative Dist#: _____ Name _____</p> <p>Congressional Dist#: _____ Name _____</p> <p>Applicant's Fed. Empl. Identification Number (FEIN)</p> <p style="text-align: center;">_____ - _____</p>												
<p>E. Project Contact Person (must be available 8 - 5, Mon.- Fri.)</p> <p>_____</p> <p style="text-align: center;">(Name)</p> <p>_____</p> <p style="text-align: center;">(Agency)</p> <p>_____</p> <p style="text-align: center;">(Address)</p> <p>_____, IL _____</p> <p style="text-align: center;">City ZIP</p> <p>Phone: _____</p> <p>FAX Number: _____</p>	<p>F. Existing or anticipated facility usage</p> <p style="text-align: center;">_____ launches/day</p> <p style="text-align: center;">(Based on average weekend day)</p> <hr/> <p>G. Type of Project: <input type="checkbox"/> Acquisition</p> <p style="text-align: right;"> <input type="checkbox"/> Development</p> <p style="text-align: center;">NOTE: An application can only be made for acquisition assistance <u>OR</u> development assistance NOT both in same grant cycle.</p>												
<p>H. Brief & concise description of proposed project (DO NOT USE AN ATTACHMENT)</p> 													
<p>I. Estimated Project Cost Summary:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 80%;">Acq. Costs, including appraisal fees (Complete & attach BAAD/DOC-2 Form)</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td>Relocation costs, if applicable (\$15,000 max.)</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td>Dev. costs (complete & attach BAAD/DOC-3 Form)</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td>Total Project Cost:</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td>Local Sponsor Financial Contribution:</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td>GRANT FUNDS REQUESTED:</td> <td style="text-align: right;">\$ _____</td> </tr> </table>		Acq. Costs, including appraisal fees (Complete & attach BAAD/DOC-2 Form)	\$ _____	Relocation costs, if applicable (\$15,000 max.)	\$ _____	Dev. costs (complete & attach BAAD/DOC-3 Form)	\$ _____	Total Project Cost:	\$ _____	Local Sponsor Financial Contribution:	\$ _____	GRANT FUNDS REQUESTED:	\$ _____
Acq. Costs, including appraisal fees (Complete & attach BAAD/DOC-2 Form)	\$ _____												
Relocation costs, if applicable (\$15,000 max.)	\$ _____												
Dev. costs (complete & attach BAAD/DOC-3 Form)	\$ _____												
Total Project Cost:	\$ _____												
Local Sponsor Financial Contribution:	\$ _____												
GRANT FUNDS REQUESTED:	\$ _____												

J. Are there any projects, either in the planning, design or construction stage, which could alter the water level at the project site or in any way affect usage of the proposed facility? Yes No
 (If yes, please explain. Attach additional pages if necessary)

K. Are gas powered motors allowed on the body of water where the proposed facility is located? Yes No
 If yes, is there a horsepower limit on such motors? Yes No
 Specify horsepower limit, if applicable - _____

L. If proposed project is located on a commercial navigation river, please specify what effect, if any, the launching facility will have on such navigation.

M. Will a fee be charged for access to or use of the proposed facility? Yes No
 (If yes, specify proposed fee structure and rationale for charging a fee.)

N. List all other known boat/canoe launching facilities on the project body of water within 30 miles:
 (Attach additional sheets if necessary)

<u>Location/Name</u>	<u>Launching Fee Amount</u>	<u>Usage (Private/Public)</u>	<u>Capacity (# of lanes & car-trailer parking spaces)</u>
1.			
2.			
3.			
4.			
5.			

(attach map showing location of these facilities)

O. Indicate annual operating budget or capabilities of local sponsoring agency, in terms of dollars, manpower and available equipment, that can be directed toward maintenance and operation of the proposed facility.

P. Provide a brief Narrative Statement (BAAD/DOC-4 Form) describing the project, justifying its need and the anticipated benefits. *Also provide excerpts from any local plan or public meetings/surveys that help justify need for project*

II. PROJECT MAPS The following maps **MUST BE** submitted as part of the project application. The maps should be **no larger than 11" X 17"**, and be labeled (i.e., "Attachment #1, Location Map, etc.) and include north arrow and scale.

- Attachment #1 - Attach a county, township or city street map showing the location of the proposed project. Please ensure the street/road names on the map are legible.
- Attachment #2 - Attach a detailed Plat Map (property boundary map) for the proposed project site indicating dimensions, utility/road easements and existing improvements.
- Attachment #3 - Attach a Site Development Plan for the project which clearly delineates existing facilities and proposed project development. If available, it is preferred that the development plan be shown on a topographic or aerial photo map.

NOTE: ACQUISITION PROJECT APPLICATIONS must also provide a conceptual plan and preliminary cost estimates for proposed future development at the site.

- Attachment #3a - Conceptual layout plans with dimensions and elevation drawings must be submitted for all proposed project buildings (i.e., restrooms, shelters, etc.) AND dock facilities.
- Attachment #4 - Attach a map showing the location of all launch facilities on the project body of water within 30 miles (If applicable)

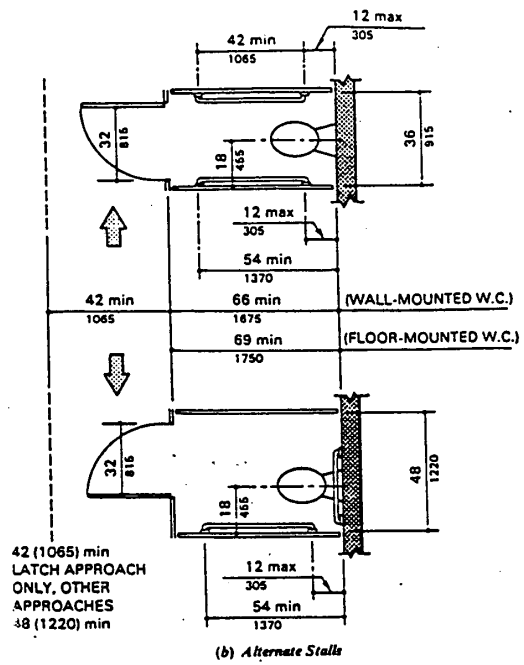
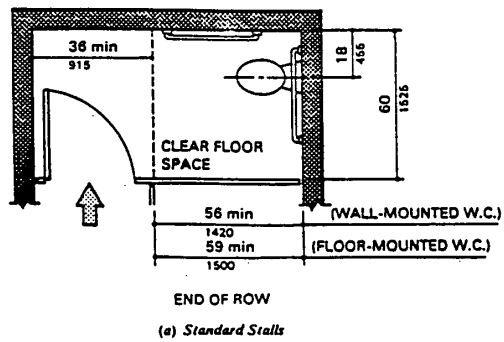
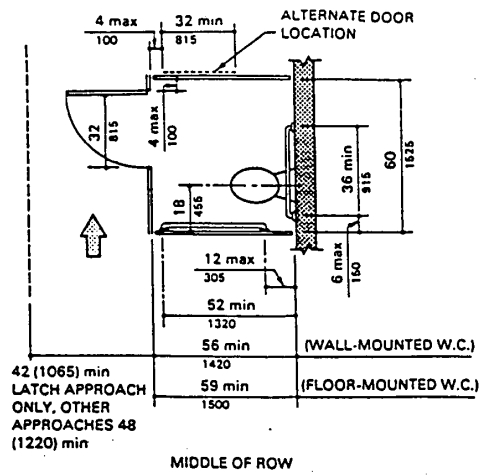
NOTE: All boat/canoe launching areas (parking lot, restroom buildings, courtesy docks, etc.) assisted with BAAD funds must be designed to accommodate accessibility for the disabled in accordance with the "IL Accessibility Code", May, 1988, published by the IL Capital Development Board. See figure 2 for Illinois DNR required standard restroom toilet stall dimensions for new construction versus renovation of existing restroom facility.

III. COMPLIANCE CERTIFICATION STATEMENT AND REQUIRED SIGN-OFF STATEMENTS/PERMITS

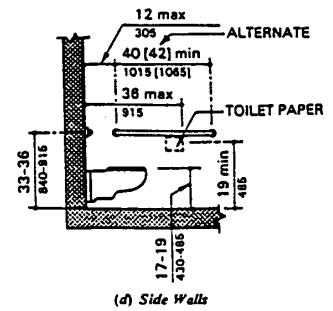
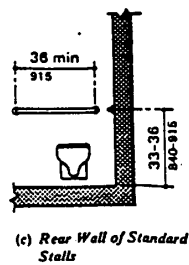
- A. Complete and attach the Project Certification Statement (BAAD/DOC-5 Form)
- B. Complete the Environmental Assessment Statement (EAS) form for the project (BAAD/DOC-6 Form). (Note necessary inter-agency reviews and sign-offs as described on the form.)
 - [] IL Dept. of Agriculture regarding prime farmland impacts (acquisition projects only)
 - [] IL Dept. of Natural Resources regarding *cultural resources, endangered species & wetlands* impacts (See enclosed CERP form)

FIGURE 2

Accessible Toilet Stall Dimensions



New Construction



Facility Renovation

(Acquisition Projects Only)

Project Sponsor: _____

Project Title: _____

1. (Proposed Acquisition Schedule)

Parcel #	Acreage	Estimated Cost	Estimated Relocation Cost
Appraisal Fees			
Arch. Survey Costs			
TOTAL:			

2. List by parcel # all existing structures on the property to be acquired and briefly describe their condition and what you intend to do with the structures. Also indicate if anyone is currently residing or storing personal property on the property. IDENTIFY ALL STRUCTURES ON THE PROJECT PLAT MAP.

3. Is any part or all of the property to be acquired currently leased by the project sponsor or covered in a purchase agreement, option-to-buy agreement, etc.?

Yes [] No []

(If yes, please submit copy of lease, agreement, etc.)

4. Attach copy of Commitment for Title Insurance on property to be acquired.

5. Attach the qualifications/credentials of two independent fee appraisers showing their education and work experience including a list of appraisal clients.

NARRATIVE STATEMENT

Instructions: Describe, at a minimum, the overall concept of the project, project funding (local contribution versus state), agencies involved, approach to implementation, project location, facilities to be provided under the project, need for the project, and anticipated benefits.

Sponsor: _____

Project Title: _____

As the official duly designated to represent the _____, I do hereby
(APPLICANT)
certify that the governing body of the project sponsoring agency has authorized submittal of the herein application, and the
information presented in this grant application is true and correct. I do further certify that the project, if approved for financial
assistance through the State of Illinois' Boat Access Area Development grant program, will be completed in accordance with all
applicable local and State laws and that the _____ has the financial resources to
(APPLICANT)
satisfactorily complete and operate/maintain the proposed project facility per terms imposed by the Department of Natural
Resources as set forth in IL Adm. Code 3035 and the approved Project Agreement.

Failure to complete an approved project within a specified time frame can result in project termination. It is further understood
that project termination resulting from a failure to execute a project in a timely manner OR for non-compliance with program
regulations by the project sponsor OR failure to proceed with an approved project because of insufficient local funds or a change
in local priorities shall result in the project sponsor being ineligible for DNR grant funding consideration for a two year period
following project termination.

The _____ does hereby further certify that it will indemnify, protect and
(APPLICANT)
hold harmless the State of Illinois, Department of Natural Resources and its representatives from any and all liabilities, costs,
damages or claims arising as a direct or indirect result of the construction, operation or maintenance of the above-referenced
project, and that the proposed facility will be operated and maintained in an attractive and safe manner and open and available
to the public without regard to race, color, sex, national origin, age or disability. This Certification Statement was duly considered
and acted upon and adopted by the _____ at a legal meeting held on
(APPLICANT)
the _____ day of _____, _____.

Name (printed/typed)

Attested: _____
signature

signature

title

title

PROJECT SPONSOR: _____

PROJECT TITLE: _____

Instructions:

1. Attach to this EAS checklist a concise (no more than 1 page) description of the project site including dimensions (size), physical characteristics (pay particular attention to unique features), and existing improvements on the property.
2. For each of the following environmental and social factors, indicate to the best of your knowledge whether the proposed project will have a Beneficial (B), Neutral (N), or Adverse (A) impact or is Not Applicable (NA). Consider both temporary (during construction) and long-term impacts.
3. For Adverse (A) impacts, explain in the Comment Section of this EAS the nature of the impact and whether 1) it can be minimized by mitigation measures OR 2) is unavoidable and cannot be positively addressed/mitigated.

FACTORS	Key to impacts:	(B) Beneficial,	(N) Neutral,	(A) Adverse	(N/A) Not Applicable
	(Check only 1 box for each factor)				

Socio-Economic Factors	Type of Impact			
	B	N	A	n/a
1. Adjacent Land Use (describe: _____)	[]	[]	[]	
2. Disruption of Neighborhood/Community Cohesion	[]	[]	[]	[]
3. Impact on churches / schools / healthcare facilities / elderly housing	[]	[]	[]	[]
4. Local economic/business impacts	[]	[]	[]	[]
5. Displacement / Relocation of residence(s) or business	[]	[]	[]	[]
6. Local Tax Base (i.e., property tax loss)	[]	[]	[]	[]
7. Land Use Change / Zoning (indicate current zoning classification: _____)	[]	[]	[]	[]
8. Agricultural Activities / Prime Farmland Conversion (*)	[]	[]	[]	[]

(*) In compliance with the 1982 Illinois Farmland Preservation Act, it is MANDATORY that notification be sent to the IL Dept. of Agriculture, Bureau of Land & Water Resources, State Fairgrounds, Springfield, IL 62794-9281 (tele: 217/782-6297) regarding all land acquisition projects located outside municipal corporate limits regardless of the land's current use. Application material to be provided includes "copies" of: 1) project location map with project boundary **clearly** delineated, 2) project plat map(s) with current site zoning and adjacent land uses listed on map(s), and 3) completed project narrative statement (RT/DOC-4). Comments provided to the project sponsor by the Dept. of Agricultural must be submitted to the Illinois DNR as part of the project application review process.

Physical Resource Factors

9. Wildlife / Wildlife Habitat:	Game Species	[]	[]	[]	[]
	Non-Game Species	[]	[]	[]	[]
10. Fisheries		[]	[]	[]	[]
11. Soils (erosion, removal, contamination)		[]	[]	[]	[]
12. Air Quality		[]	[]	[]	[]
13. Noise		[]	[]	[]	[]
14. Energy Useage		[]	[]	[]	[]
15. Water Useage		[]	[]	[]	[]
16. Mineral Resources		[]	[]	[]	[]

Physical Resource Factors (cont.)

	Type of Impact			n/a
	B	N	A	
17. Tree Removal	[]	[]	[]	[]
18. Surface Waters (lakes, streams, drainageways, etc.)	[]	[]	[]	[]
19. Groundwater	[]	[]	[]	[]
20. Floodplains (percent of project area within 100 year floodplain - _____%)	[]	[]	[]	[]
21. Wetlands (*)	[]	[]	[]	[]
22. Threatened and Endangered species (*)	[]	[]	[]	[]
23. Archaeological Resources and Historic Sites/Districts (*)	[]	[]	[]	[]

(*) See required CERP Form regarding "Cultural Resource, Endangered Species & Wetlands" review located at the end of this EAS report that must be completed (with the requested map attachments and photos, if applicable) and attached in duplicate (**3 copies**) to the EAS as part of the project application submitted to the DNR. *As part of the cultural resource review, please note that an on-site archaeological reconnaissance survey may be required to determine the existence and/or significance of such resources and potential impacts to them. The cost of such a survey is the responsibility of the local applicant and is eligible for grant assistance IF included in the application project budget. You will be notified if such a survey is required. PLEASE NOTE that the survey, if required, **does not need to be conducted until after DNR grant approval.***

Other Factors

24. Public Roadway / Traffic / Public Transit / Railroad Impacts	[]	[]	[]	[]
25. Public Utilities / Transmission Facilities	[]	[]	[]	[]
26. Visual Impacts	[]	[]	[]	[]
27. Hazardous Waste / Materials	[]	[]	[]	[]
28. Consistency with Local Plans (if no, explain)	YES _____		NO _____	
29. Known Project Controversy (if yes, explain)	YES _____		NO _____	
30. Identify in " <u>Comment Section</u> " any known cemeteries within or adjacent to the project site OR other potential Adverse Impact(s) of the project.				

COMMENT SECTION for "Adverse Impacts" (do not generalize or use vague/ambiguous terms in your comments)

Describe each adverse impact in an objective and quantified manner and describe specifically HOW MITIGATION will be accomplished to minimize the adverse impact OR which impacts are unavoidable and cannot be positively addressed through mitigation measures. BE CONCISE.

<u>Factor #</u>	<u>Comment</u>
-----------------	----------------

COMMENTS SECTION cont.

Factor # Comment

(Attach additional pages if necessary)

PROJECT PERMIT REQUIREMENTS:	Section 10 Navigational Permits (COE)	YES []	NO []
	Section 404 Permit (COE)	YES []	NO []
	Illinois Rivers, Lakes & Streams Permit (IL DNR)	YES []	NO []
	NPDES Permit (US/IL EPA)	YES []	NO []

PERSON RESPONSIBLE FOR PREPARING THIS DOCUMENT:

_____	_____
name & title (printed or typed)	Agency
_____	_____
signature	date

Attach list (bibliography) of persons, agencies, references, etc. consulted in preparing this Environmental Assessment Statement.

OVERVIEW

Pursuant to Section 106 of the "National Historic Preservation Act of 1966", the "Illinois State Agency Historic Resources Preservation Act", the Illinois "Endangered Species Protection Act", and the Illinois "Interagency Wetlands Policy Act (IWPA) of 1989", ALL local agency grant projects must be reviewed for possible environmental and historic/cultural resource impacts. The Illinois DNR is responsible for ensuring compliance with these laws and will coordinate all necessary project reviews. Information contained on this form is used by the Illinois DNR to complete that review. Results of the review will be indicated either on this signed form or an accompanying letter detailing anticipated impacts and/or necessary additional project review coordination to help ensure compliance with these laws.

General comments concerning the CERP review process:

- 1) The numeric *Township, Range, and Section* location for the project site **MUST BE** provided. (e.g., township 37N, range 14E, Section 7).
- 2) **Project Description:** Provide a concise description of the activities/facilities involved in the development of the project site (i.e., describe the facilities proposed for construction.) **DO NOT** speak in general terms. (e.g., to say that the project will provide the community its first park and has been in the local five year master plan does not convey any information regarding the activities involved.)

If the project area has been previously disturbed, it is important to document the nature of the disturbance. *NOTE: Agricultural cultivation, however, is not recognized as a type of disturbance that exempts a project from the possible requirement to conduct an archaeological field survey.* Examples of prior activities that are considered a disturbance include, but should not be limited to: site grading, tree removal, demolition of structures, construction activities, stream or wetland encroachments, filling or raising areas with borrow material, trenching for utilities, etc.

- 3) **CERP Review / Sign off and Initiation of Project Construction.**

In many instances, grant money is awarded for a project without a fully completed CERP review and sign-off (e.g., notice given that archaeological survey required). **Under no circumstances can project construction be initiated without a completed CERP review and sign-off.** This includes any preparation of the site in anticipation of the grant money.

IN ADDITION, activities undertaken by the project sponsor that are not directly funded by the grant **MAY BE LINKED** to the grant and thereby subject to the CERP review. **Linkage** is the concept used to identify those actions that occur (result) because of the grant project. Examples include 1) the removal of a standing structure utilizing local dollars so a new structure can be built utilizing awarded grant money. The removal or demolition of the existing structure is covered under the review process. Similarly, an agency that receives grant money to install a playground but uses its own money to construct a parking lot to service that playground must identify the concurrent activity (installation of the parking lot) as part of the construction description (activity) for review. Both activities are linked regardless of the funding source.

- 4) **35 mm or digital photographs** are required of all standing structures located within the project site area, (i.e. buildings, shelters, bridges etc.) Pictures must be taken from all four sides of the structures at close range. **Polaroid photographs ARE NOT acceptable.** The structure's date of construction should be noted on the photos along with a concise/clear statement concerning any previous modifications to the structure as well as any proposed impacts that are anticipated.
- 5) CERP review/consultation (sign-off) for Threatened & Endangered Species is valid for two (2) years. If the proposed project is not initiated within this time period, resubmittal is necessary.

- 6) **Relationship of Section 404 of the Clean Water Act and the CERP "wetlands" review/sign-off.**

The Illinois *Interagency Wetlands Policy Act (IWPA)* has many provisions similar to the federal Section 404 program administered by the U.S. Army Corps of Engineers. However, there are several differences. Section 404 regulates the placement of dredged and fill material into waters of the U.S., of which wetlands are a subset. The IWPA regulates any action that would adversely impact a wetland. **Compliance with either law does not ensure compliance with the other. Separate permit / review applications need to be submitted for these programs.**

APPENDIX A

(Sample Project Agreement)

PROJECT AGREEMENT FOR THE CONSTRUCTION, MAINTENANCE and OPERATION OF A PUBLIC BOAT ACCESS AREA

Project Sponsor: _____ **Project #:** _____

Address: _____ **FEIN #:** _____

Project Title: _____ **Project Waterbody:** _____

Project Period: _____ *Start Date:* _____ *Expiration Date:* _____

Project Scope (description of project items approved for grant funding):

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

APPROVED PROJECT COSTS:

<u>Items</u>	<u>Estimated Cost</u>	<u>Grant Funding Assistance</u>
<i>See Attached BAAD/DOC-3 Form (Development Cost Data)</i>	\$	\$
	=====	=====
	\$	=
	*	\$

* **Grant Funding Assistance Amount:** _____ **DOLLARS**

() DNR copy

() Sponsor copy

Pursuant to the provisions of Sections 805-70 and 805-325 of the Civil Administrative Code of Illinois that may be cited as the Department of Natural Resources (Conservation) Law, as amended, (20 ILCS 805/805-70 and 20 ILCS 805/805-325), the Illinois Department of Natural Resources (DNR) and the Project Sponsor duly organized and existing under the laws of the State of Illinois, agree to perform this Agreement in accordance with 17 IL Adm. Code 3035 (Illinois Boat Access Area Development Grant Program), and with the terms, promises, conditions, plans, specifications, procedures, maps, and assurances contained in the approved project application, and which, by reference, are specifically made a part of this Agreement. No assignment of grant provisions or duties is allowed.

The DNR promises, in consideration of the promises and assurances made by the Project Sponsor, to obligate to the Project Sponsor the Grant Funding Assistance amount specified herein, and to tender to the Project Sponsor that portion of those funds required to pay the State's share of eligible project costs, as shall be determined by the DNR based upon criteria set forth in 17 IL Adm. Code 3035 and this Agreement. A project shall be deemed completed for grant payment when the project sponsor submits a project billing form seeking final grant reimbursement which is approved for payment by DNR. Any grant funds remaining after final reimbursement to the project sponsor may be reprogrammed at the discretion of DNR.

Obligations of the State will cease immediately without penalty of further payment being required if in any fiscal year the Illinois General Assembly or federal funding source fails to appropriate or otherwise make available sufficient funds for this Agreement.

The Project Sponsor agrees to complete the project, and to pay any and all costs associated with the project in excess of the Grant Funding Assistance Amount, specified on page one of this Agreement.

The following specific terms and conditions apply to this Agreement:

A. Project Execution, Permits and Payments.

1. It is understood and agreed by the Project Sponsor that all land acquisition and project construction associated with the project shall be satisfactorily completed and ready for final inspection, with all associated costs submitted to the DNR for grant payment, no later than the project expiration date specified on page one of this Agreement. Failure to complete the project by this date, may be cause for suspension or termination of all obligations of the Illinois DNR under this Agreement unless the Project Sponsor can show good cause and document, in writing, the reason(s) the completion date cannot be met and this Agreement is amended to reflect the new project expiration date.
2. Unless otherwise approved by DNR, the Project Sponsor shall retain the services of a registered, professional engineer to make the necessary field surveys; prepare detailed plans, specifications and contract documents; furnish necessary field supervision of the project construction; and provide any other service that may be necessary for the proper design and construction of the approved project. These professional services shall be obtained pursuant to the Local Government Professional Services Selection Act (50 ILCS 510/1 et seq.).
3. The Project Sponsor shall provide to the DNR for approval all land appraisals and/or construction plans, specifications, contracts and cost estimates for work being done per this Agreement PRIOR to commencing the project land acquisition or facility construction.
4. ENVIRONMENTAL AND CULTURAL RESOURCE COMPLIANCE: Work on the approved grant project shall not commence and no payment shall be made under this grant until the Project Sponsor (grantee), as set forth under the Department's Comprehensive Environmental Review Process (CERP), has initiated and completed all necessary project review and consultation with the Department as required by section 11 of the Endangered Species Protection Act, 520 ILCS 10/11; section 17 of the Illinois Natural Areas Preservation Act, 525 ILCS 30/17; the mitigation or compensation determinations required by the Interagency Wetland Policy Act, 20 ILCS 830/1 et seq.; and the environmental and economic impact determination required by Section 9 of the Historic Preservation Act, 20 ILCS 3410/9.
5. In connection with project construction and its subsequent operation and maintenance, the Project Sponsor agrees that it shall be responsible for and obtain all necessary permits, licenses or forms of consent, as may be required by law to complete the project. Non-compliance may jeopardize project grant funding assistance.
6. The Project Sponsor agrees that the acquisition of land approved for assistance hereunder shall proceed in accordance with the "Uniform Relocation Assistance and Real Property Acquisition Policies Act" of 1970 (P.L. 91-646, 49 CFR 24) and/or the Illinois Displaced Persons Relocation Act (310 ILCS 40 et.seq.), as applicable. Actual grant reimbursement payment to the Project Sponsor for the approved land acquisition specified herein shall be limited to *no more than 90%* of Market Value as certified by the DNR and in no case shall exceed the actual cash price paid by the Project Sponsor.
7. A properly documented project billing request or letter of approval/authorization from the Project Sponsor shall be transmitted to the DNR prior to any grant payment being made for completed project work and associated costs. This billing request or letter must certify that said work has been completed satisfactorily. The Project Sponsor must transmit project *Drawings of Record* to the DNR prior to final grant payment being made on the project.
8. 50% of the labor hours on the project must be performed by actual residents of the State of Illinois. Article 80 of the FY10 Budget Implementation (Capital) Act, P.A. 96-37 (HB 2424).

9. The Project Sponsor is required to file quarterly status reports on the grant amount if the grant amount is over \$25K.

B. Indemnification.

The Project Sponsor covenants and agrees that it shall indemnify, protect, defend and hold harmless the State and DNR from any and all liability, costs, damages, expenses, or claims thereof arising under, through or by virtue of the construction or operation and maintenance of the project. Neither the Project Sponsor nor its employees, agents or subcontractors shall be deemed an agent of the State of Illinois or DNR.

C. Subcontractor Requirements

The Project Sponsor shall insert as an integral part of any construction contract for the herein specified project, the following provisions:

1. The Contractor shall abide by all applicable local, State and federal laws and regulations relating to contracts involving public funds or the development and construction of public works, buildings or facilities. The scale of wages to be paid shall be obtained from the IL Dept. of Labor and posted by the Contractor in a prominent and accessible place at the project work site.
2. The Contractor shall provide to the satisfaction of the Project Sponsor and IL Dept. of Natural Resources a good and sufficient bond with adequate sureties to guarantee construction performance and payment of materials and labor used in the project work and stipulating applicable penalty or loss clauses equal to the amount of the construction contract and any losses, cost or damages arising out of, or by virtue of said construction by the Contractor, ensuring, benefitting and protecting the Project Sponsor and IDNR.
3. The Contractor shall personally and individually agree and covenant, and shall furnish and provide evidence of general liability insurance in the amount of \$1,000,000.00, and shall indemnify, protect, defend at its own cost, and hold harmless the IL Dept. of Natural Resources from and against all losses, damages, injuries, or claims thereof to or by persons or property, arising out of, through, or by virtue of the construction and development of this project.
4. The Contractor certifies that to the best of its knowledge, no officer or employee has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.
5. The Contractor certifies it has not been barred from being awarded a contract with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (bid rigging or bid rotating).
6. The Contractor certifies, pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), that it has a written sexual harassment policy that includes, at a minimum, the following: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment using examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigation and complaint process available through the IL Dept. of Human Rights and the Human Rights Commission and directions how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policy shall be provided to the IL Dept. of Human Rights upon request.
7. The Contractor shall abide by the "Employment of Illinois Workers on Public Works Act" (30 ILCS 570, sec. 1-7) which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act. ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident.) Other laborers may be used IF Illinois laborers are not available or are incapable of performing the particular type of work involved and if so certified by the Contractor and approved by the project engineer and IL Dept. of Natural Resources.
8. The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the U. S. Export Administration Act of 1979 or regulations of the U. S. Dept of Commerce promulgated under that Act.
9. That the Contractor shall furnish satisfactory progress or pay estimate reports to the Project Sponsor and the IL Dept. Of Natural Resources, if requested, at thirty (30) day intervals indicating:
 - 1) Units of work completed, and
 - 2) Percentage of work completed to date and for the 30 day period.

D. Project Inspections.

It is agreed by the Project Sponsor that DNR representatives shall have access to the project at all times for inspection purposes to ensure continuing program compliance and that a final inspection and acceptance of the project must be made by a representative or agent of the DNR prior to final grant payment to the Project Sponsor.

E. Use of Project Site (Operation & Maintenance Requirements).

The Project Sponsor agrees to abide by the following project operation & maintenance requirements:

1. General Operation:

- a) The project site shall be continuously operated and maintained by the Project Sponsor in a safe and attractive manner, at no cost to the DNR, as a public boat access facility. The Project Sponsor may impose reasonable motor size limits and use restrictions as deemed necessary for public safety and resource protection IF approved by the DNR.
- b) Properties acquired or developed per this Agreement may not be converted to a use that would deny public boater access and use of Illinois surface waters as specified herein without DNR approval. Conversion of the project site from such use shall be considered a breach of this Agreement. Approval for conversion of the project site will be granted only upon 1) the Project Sponsor providing replacement property of at least equal fair market value and comparable recreational usefulness, quality and general location or 2) at the sole discretion of the DNR, the repayment of funds to the DNR equal to the amount of grant funds disbursed hereunder or 50% of the property's certified fair market value at the time of conversion, whichever is greater.

For projects receiving development/construction grant assistance only, terms of this Agreement shall no longer apply after the time period established below relating to the total amount of grant funds received to aid the facility.

<u>Total Grant Amount</u>	<u>Time Period After Receipt of Final Grant Payment</u>
0 - \$25,000	7 years
\$ 25,001 - \$100,000	12 years
\$100,001 - \$200,000	17 years

- c) The Project Sponsor, as well as any lessee, licensee, concessionaire, etc., shall not discriminate against any person in the use of the project facility on the basis of race, color, sex, national origin, age, or disability nor on the basis of residence, except to the extent that reasonable differences in admission or other user fees may be maintained on the basis of residence as specified in item E.2(c) of this Agreement.
- d) No leasing or assignment of, or modification to, the project facility shall be permitted without written approval from the DNR.

2. User Fees:

- a) The DNR discourages the charging of user fees; however, the Project Sponsor may, by formal resolution of the governing unit and approval from the DNR, charge minimal fees to offset operation & maintenance, security, and public health & safety costs. In the case of locally owned water impoundments, the incurred costs to be offset may also include required navigational and rescue aids, water patrol and other directly related costs. No other costs are allowed in calculating the minimal fee. Any discretionary fee for special services that are not part of this project, such as boat slips, moorings or other services that cannot be used by all boaters, shall be levied separately.
- b) If fees are determined necessary by the Project Sponsor, the charging of reasonable daily fees as well as seasonal use fees shall be provided to assure that the occasional user is afforded access to the waters served by the facility. In the event the project facility is within the boundaries of a public park area, no annual park fee shall be required from those desiring to use only the boat launching facility unless a reasonable nondiscriminatory daily fee is also provided. An information sign that lists the rules and regulations regarding fees shall be posted in a conspicuous place.
- c) Discrimination on the basis of residence, in the use of the project facility, is prohibited with the exception that reasonable differences in user fees, if charged, may be maintained on the basis of residence as follows. Fees charged to non-residents cannot exceed twice the amount charged to residents. Where there is no charge for residents but a fee is charged to non-residents, the non-resident fee cannot exceed fees charged at comparable state and/or local facilities in the immediate area.

- d) Prior to charging a user fees, the Project Sponsor must give public notice of said fees at least 30 days in advance of the effective date of such fees and provide a copy of the proposed fee schedule and public notice to the DNR prior to implementation.
 - e) The Project Sponsor shall maintain appropriate records to explain receipt and deposition of all fees related to the project facility and the DNR may request or audit such records at anytime.
3. Public Access:

It shall be permissible for the Project Sponsor to close the project boat access facility during the following times:

- a) During periods of excessive high water following which, and prior to re-opening to public access, all debris, silt, and foreign material shall be removed from ramps, and parking areas and all necessary repairs of damages to the facilities immediately completed.
- b) During periods of alternate freezing and thawing when public use could damage the facility.
- c) At night to prevent vandalism if deemed necessary by the Project Sponsor and approved by the DNR.
- d) During periods wherein a severe weather watch is forecast or in effect for the project vicinity.
- e) During periods where other environmental/ecological or safety conditions require temporary and/or seasonal closure as approved and set forth in writing by the DNR.

F. Project Signage / Publicity.

The Project Sponsor agrees to display a Boat Access grant acknowledgement sign provided by the DNR, or similar sign designed by the Project Sponsor and approved by the DNR, at the project site identifying the facility as a public boating access area. Installation of said sign may constitute a part of the project construction cost.

G. Financial Records and Audit Requirements.

- 1. The Project Sponsor shall maintain, for a minimum of 3 years following project completion, satisfactory financial accounts, documents, and records associated with the project and the disbursement of grant funds pursuant to this Agreement, and shall make them available to the DNR, Auditor General or Attorney General if requested, for auditing. Failure by the Project Sponsor 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.
- 2. The Project Sponsor, within 30 days of notification, shall provide the Department with a copy of any Project Sponsor agency-wide audit(s) covering the period of the Boat Access Area Development grant expenditures that report "findings" involving the herein referenced grant project.
- 3. The Project Sponsor shall be responsible for timely action in resolving any audit findings or questioned project costs. In the event that questioned costs are ultimately deemed disallowed as determined by the Illinois DNR or its representative, the Project Sponsor shall be responsible for repayment of such costs.

H. Compliance Requirements and Certifications/Assurances

- 1. The Project Sponsor agrees to perform this project in accordance with all applicable federal, State and local laws and regulations.
- 2. The Project Sponsor certifies and shall be responsible for assuring that no official or employee of the Project Sponsor, who is authorized in his official capacity to negotiate, make, accept, or approve, or to take part in such decisions regarding a contract for acquisition/development of property in connection with this project, shall have any financial or other personal interest in any such contract for the acquisition/development.
- 3. The Project Sponsor certifies and shall be responsible for assuring that no person performing services for the Project Sponsor in connection with this project shall have a financial or other personal interest other than his employment or retention by the Project Sponsor; in any contract for acquisition or development of property in connection with this project. No officer or employee of such person retained by the Project Sponsor shall have any financial or personal interest in any real property acquired or developed for this project unless such interest is openly disclosed upon the public records of the Project Sponsor, and such officer, employee, or person has not participated in the acquisition for or on behalf of the Project Sponsor.
- 4. The Project Sponsor hereby certifies that to the best of its knowledge, no officer or employee has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has any Project Sponsor officer or employee made an admission of guilt of such conduct which is a matter of record.

5. The Project Sponsor certifies, pursuant to Section 33E-9 of the Criminal Code of 1961, as amended, "that no change orders to a construction contract issued pursuant to this Agreement in excess of \$10,000 shall be approved without first obtaining written authorization from the State of Illinois and providing assurance that such change order was not reasonably foreseen at the time of initial construction contract execution".
6. It is hereby agreed and understood by the Project Sponsor that the rules and regulations heretofore and hereinafter promulgated by DNR relevant to the Illinois Boat Access Area Development grant program as set forth in 17 Ill. Adm. Code 3035, shall be considered a material part of this Project Agreement.

I. Project Termination / Breach of Contract.

1. The State may unilaterally rescind this Project Agreement at any time prior to the commencement of the project in the event that State funds are not appropriated for the grant program. After project commencement, this Agreement may be modified or amended only by mutual agreement among the parties. A project shall be deemed commenced when the Project Sponsor makes any expenditure or incurs any obligation exclusive of architectural/engineering fees, with respect to the project.
2. In the event of termination by the DNR, the Project Sponsor shall halt all work under this Agreement and cancel all outstanding obligations and the State shall pay for its share of eligible costs incurred up to the date of termination.
3. Failure by the local Project Sponsor to comply with any of the terms of this Agreement shall be cause for the suspension of all grant assistance obligations unless, in the judgment of the DNR, such failure was due to no fault of the Project Sponsor.
4. The parties agree that in the event of a breach of this Agreement by the Project Sponsor and notice from the DNR, the Project Sponsor shall have thirty (30) days to cure or correct the breach. If the breach is not cured or corrected, the DNR 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 Project Sponsor or to seek other remedy that may be available by law.

It is further agreed by the Project Sponsor, that in the event it is adjudicated by any court that its activities are deemed to be a breach or violation of this Agreement, as a part of the relief awarded to the DNR, that the Project Sponsor will reimburse the DNR for the legal fees and all costs incurred by the DNR in the pursuit of its right under this paragraph. For purposes of this paragraph, "legal fees" shall be deemed to be the entire sum presented for payment by any attorney or law firm to the DNR relating to the claim of the DNR alleging the Project Sponsor's breach or violation. For purposes of this paragraph, "costs" shall be deemed to be all these expenses, including court costs, reasonably incurred by the DNR. In the event of substantial breach of this Agreement, the DNR reserves the right to demand return of any state funds awarded under this Agreement or require the replacement of comparable land in the event of a "conversion in use" as described herein.

This Agreement, including the project application by reference and project cost estimates and plans/maps attached hereto, as well as the attached "Certifications" that must be specifically completed and signed, constitutes the entirety of this Agreement between the Project Sponsor and DNR and supersedes all other agreements written or oral. This Agreement shall be governed in all respects by the laws of the State of Illinois.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date entered below.

PROJECT SPONSOR

STATE OF ILLINOIS

(Agency)

IL Department of Natural Resources
(Agency)

(Signature)

(Director - Signature)

(Name)

(Director - Name)

(Title)

Date: _____

(Date)

CERTIFICATION

I certify under oath that all information in the grant agreement is true and correct to the best of my knowledge, information, 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.

Project Sponsor Signature and Date

Required additional signatures for contracts and contract renewals totaling \$250,000 or more per 30 ILCS 105/9.02.

(DNR Chief Legal Counsel-Signature) Date

(DNR Chief Legal Counsel-Name)

(DNR Chief Fiscal Officer-Signature) Date

(DNR Chief Fiscal Officer-Name)

- () DNR Copy
- () Sponsor Copy

Approved for use by DNR Legal Counsel, 12/97

CERTIFICATIONS

Contracts, Grants and Other Agreements



Under penalties of perjury, 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 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).

Name: _____

Taxpayer Identification Number:*

Social Security Account Number

or

Federal Employer Identification Number _____

(*If you are an individual, enter your name and SSAN as it appears on your Social Security Card. If you are completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSAN. For all other entities, enter the name of the entity as used to apply for the entity's FEIN and the FEIN.

Legal Status (Check one):

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

Hereinafter the term "Contractor" shall be used to refer to the individual or entity entering into the Contract, Grant, or Other Agreement with the Department of Natural Resources and certifying the truth of the information contained herein. Certifications hereunder are applicable to the extent they are required of Contractor by law. Contractor certifies that:

- I. 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 made an admission on the record of having so bribed or attempted to bribe. (30 ILCS 500/50-5)
- II. It has not been convicted of a felony, or that it has been at least 5 years since the date of completion of any sentence for a felony conviction. If Contractor is not an individual, Contractor certifies no person held responsible by a prosecutorial office for the facts upon which the felony conviction was based continues to have involvement with the Contractor. (30 ILCS 500/50-10)
- III. In accordance with 30 ILCS 500/50-10.5 that no officer, director, partner, or other managerial agent of Contractor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or 2 felony under the Illinois Securities Law of 1953, for a period of 5 years prior to the date of the bid

- or contract. Contractor acknowledges that the Department of Natural Resources shall declare the contract void if this certification is false.
- IV. It, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500/ 50-11 and 50-12. Contractor further acknowledges that the Department of Natural Resources may declare the contract void if the preceding certification is false or if the Contractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.
 - V. In accordance with 30 ILCS 500/50-14 that the bidder or Contractor is not barred from being awarded a contract under this Section. The Contractor acknowledges that the Department of Natural Resources may declare the contract void if this certification is false.
 - VI. It is not in violation of Section 50-14.5 of the Illinois Procurement Code 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 of Illinois or any State agency until the violation is mitigated".
 - VII. It has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Contractor 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).
 - VIII. It is not in violation of the "Revolving Door" section of the Illinois Procurement Code. (30 ILCS 500/50-30).
 - IX. 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).
 - X. It and subcontractor shall maintain books and records relating to the performance of the Contract or subcontract and necessary to support amounts charged to the State under the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Contractor for a period of 3 years from the later of the date of final payment under the Contract or completion of the Contract, and by the subcontractor for a period of 3 years from the later of the date of final payment under the subcontract or completion of the subcontract. The 3-year period shall be extended for the duration of any audit in progress during the term. Books and records required to be maintained under this Section shall be available for review or audit by representatives of the Auditor General, the Agency, the Inspector General and other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Contractor and its subcontractors shall cooperate fully with any such audit. Failure to maintain the books and records required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If federal funds are used to pay contract costs, the Contractor must retain its records for five years. If only state funds are involved, three years is sufficient. (30 ILCS 500/20-65).
 - XI. It will, pursuant to the Drug Free Workplace Act, provide a drug free workplace, and that an individual shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the Contract. This certification applies to contracts of \$5,000 or more for individuals or entities, and to entities with twenty-five (25) or more employees regardless of amount. (30 ILCS 580/1 et seq.)
 - XII. Neither it 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 certification applies to contracts that exceed \$10,000. (30 ILCS 582/5)
 - XIII. In accordance with the State Prohibition of Goods from Forced Labor Act that no foreign-made

- equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. (30 ILCS 583/10).
- XIV. In accordance with the State Prohibition of Goods from Child Labor Act that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or part by the labor of any child under the age of 12. (30 ILCS 584/10).
- XV. He/she has informed the Director of the Department of Natural Resources in writing if he/she was formerly employed by that agency and has received 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 or 40 ILCS 5/16-133.3, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. Contractor certifies he/she has not received an early retirement incentive in 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 5/16-133.3, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items. (30 ILCS 105/15a).
- XVI. It is not in default on an educational loan. (5 ILCS 385/3). [A partnership shall be considered barred if any partner is in default on an educational loan.]
- XVII. 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 5/33E-3, 720 ILCS 5/33E-4)
- XVIII. 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).
- XIX. It complies with the Illinois 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)
- XX. It, its employees and subcontractors comply with applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (42 U.S.C. §12101) and applicable rules in performance under this Contract.
- XXI. It shall be required, if applicable, to observe and comply with provisions of the Prevailing Wage Act, which applies to the wages of laborers, mechanics and other workers employed in any public works, and with the prevailing wage requirements of the Illinois Procurement Code. (820 ILCS 130/4, 30 ILCS 500/25-60).
- XXII. If applicable, that any steel products used or supplied in accordance with a Contract for a public works project shall be manufactured or produced in the United States, in compliance with the Steel Products Procurement Act. (30 ILCS 565/1)
- XXIII. This agreement is in compliance with the requirements of the Corporate Accountability for Tax Expenditures Act, if applicable. (20 ILCS 715/1 et seq.).
- XXIV. It 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.

XXV. Contractor, as defined in Public Act 95-971, certifies that it has read, understands, and is in compliance with the Act and will not make a contribution that will violate the Act. In general, Public Act 95-0971 contains new registration and reporting requirements for certain Contractors, as well as limitations on political contributions by certain Contractors and their affiliates. These requirements shall be 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.

Contractor further certifies, in accordance with Public Act 95-971, as applicable:

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

or

Contractor has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration as required by the Act. A copy of the certificate of registration is attached.

Contractor acknowledges that the State may declare this Contract void without any additional compensation due to the Contractor if this foregoing certification is false or if the Contractor (or any of its Affiliated Persons or Entities) engages in conduct that violates Public Act 95-0971.

The undersigned acknowledges and agrees that each of the certifications or amendments shall be incorporated into and made a part of the invitation for bids, request for proposals, agreement, contract, amendment, renewal or other similar document to which these certifications are attached.

CONTRACTOR:

BY: _____

TITLE: _____

DHR Public
Contract Number**: _____

Form approved by IDNR Legal Counsel
for use effective May, 2009

(**) Department of Human Rights Public Contract Number. Each Contractor having 15 or more employees must have a current Public Contract number or proof of having submitted a completed application. Application forms may be obtained by contacting the Department of Human Rights, Public Contracts Section, 100 W. Randolph, 10th Floor, Chicago, Illinois 60601 or calling 312/814-2432 (TDD 312/263-1579). In the space provided, show your Public Contract Number or, if not available, the date a completed application for the number was submitted. Contractors with less than 15 employees may indicate "not applicable".