

## ASSISTANCE AGREEMENT

1. Award No. DE-EE0000818		2. Modification No. 001	3. Effective Date 08/24/2009	4. CFDA No. 81.128	
5. Awarded To KANE, COUNTY OF Attn: JENNIFER GATSKE 719 BATAVIA AVENUE BUILDING A GENEVA IL 601343077		6. Sponsoring Office Golden Field Office U.S. Department of Energy Golden Field Office 1617 Cole Blvd. Golden CO 80401		7. Period of Performance 08/24/2009 through 08/23/2012	
8. Type of Agreement <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other	9. Authority PL 110-140, EISA 2007 PL 111-5, Recovery Act 2009		10. Purchase Request or Funding Document No. 10EE002116		
11. Remittance Address KANE, COUNTY OF Attn: JENNIFER GATSKE 719 BATAVIA AVENUE BUILDING A GENEVA IL 601343077		12. Total Amount Govt. Share: \$2,469,100.00  Cost Share : \$0.00  Total : \$2,469,100.00		13. Funds Obligated This action: \$0.00  Total : \$2,469,100.00	
14. Principal Investigator Karen Kosky Phone: 630-208-8665	15. Program Manager Jason Randall Phone: 720-356-1609		16. Administrator Golden Field Office U.S. Department of Energy Golden Field Office 1617 Cole Blvd. Golden CO 80401-3393		
17. Submit Payment Requests To		18. Paying Office		19. Submit Reports To See Attachment #2	
20. Accounting and Appropriation Data EECBG					
21. Research Title and/or Description of Project RECOVERY ACT: KANE COUNTY, ILLINOIS ENERGY EFFICIENCY AND CONSERVATION PROGRAM					
For the Recipient			For the United States of America		
22. Signature of Person Authorized to Sign			25. Signature of Grants/Agreements Officer <i>James P. Damm</i>		
23. Name and Title		24. Date Signed	26. Name of Officer James P. Damm		27. Date Signed 02/04/2010

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
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NAME OF OFFEROR OR CONTRACTOR  
KANE, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>DUNS Number: 010221786</p> <p>"Electronic signature or signatures as used in this document means a method of signing an electronic message that--</p> <p>(A) Identifies and authenticates a particular person as the source of the electronic message;</p> <p>(B) Indicates such person's approval of the information contained in the electronic message; and,</p> <p>(C) Submission via FedConnect constitutes electronically signed documents."</p> <p>The administrative office (administrative contracting activity) for this modification is 03601. The administrative office (administrative contracting activity) code is needed by the recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act).</p> <p>The purposes of this modification are to:</p> <p>1) Release additional funding in the amount of \$630,495 (\$50,102 in personnel costs; \$100,346 in fringe benefit costs; \$4,172 in travel costs; \$135,875 in contractual costs; and \$340,000 in other direct costs);</p> <p>2) Lift Subcontract/Subgrant Approvals Condition in the Special Terms and Conditions for 360 Energy Group (Activities 1 and 3); Patrick Engineering, Inc. (Activity 3); and Johnson Controls, Inc. (Activity 4);</p> <p>3) Delete and replace the Special Terms and Conditions;</p> <p>4) Delete and replace Attachment #1, Statement of Project Objectives;</p> <p>5) Delete and replace Attachment #2, Federal Assistance Reporting Checklist and Instructions, DOE F 4600.2 ;</p> <p>6) Delete and replace Attachment #3, Budget Information, SF-424A; and</p> <p>7) Revise the DOE Project Officer from Jennifer Holman to Jason Randall;</p> <p>Continued ...</p>				

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-EE0000818/001	3	3

NAME OF OFFEROR OR CONTRACTOR  
KANE, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>All other terms and conditions remain unchanged.</p> <p>Please note that Blocks 12 and 13 of this Assistance Agreement indicate the Total Obligated Amount of this project, which is the Recipient's total allocation. The additional funds available in ASAP to the Recipient through this action is limited to \$630,495, due to the restrictions in Provision Number 17, National Environmental Policy Act (NEPA) Requirements; Provision Number 21, Subgrants and Loans; and Provision Number 22, Justification of Budget Costs, in the Special Terms and Conditions. Once the remaining conditions have been met, additional funding will be released to the Recipient.</p> <p>DOE Award Administrator: Nicole Blackstone E-mail: nicole.blackstone@go.doe.gov Phone: 303-275-4879</p> <p>DOE Project Officer: Jason Randall E-mail: jason.randall@go.doe.gov Phone: 720-356-1609</p> <p>Recipient Business Officer: Karen Kosky E-mail: koskykaren@co.kane.il.us Phone: 630-208-8665</p> <p>Recipient Principal Investigator: Karen Kosky E-mail: koskykaren@co.kane.il.us Phone: 630-208-8665</p> <p>ASAP: Yes Extent Competed: NOT AVAIL FOR COMP Davis-Bacon Act: YES Payment:     OR for Golden     U.S. Department of Energy     Oak Ridge Financial Service Center     P.O. Box 4517     Oak Ridge TN 37831</p> <p>Fund: 05796 Appr Year: 2009 Allottee: 31 Report Entity: 200835 Object Class: 41020 Program: 1005115 Project: 2004350 WFO: 0000000 Local Use: 0000000 TAS Agency: 89 TAS Account: 0331</p>				

**SPECIAL TERMS AND CONDITIONS**

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## 1. RESOLUTION OF CONFLICTING CONDITIONS

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this award must be referred to the DOE Award Administrator for guidance.

## 2. AWARD AGREEMENT TERMS AND CONDITIONS

This award/agreement consists of the Assistance Agreement, plus the following:

a. Special Terms and Conditions.

b. Attachments:

Attachment Number

Title

1. Statement of Project Objectives

2. Federal Assistance Reporting Checklist and Instructions

3. Budget Pages (SF 424A)

c. DOE Assistance Regulations, 10 CFR Part 600 at <http://ecfr.gpoaccess.gov>.

d. Application/proposal as approved by DOE.

e. National Policy Assurances to Be Incorporated as Award Terms in effect on date of award at [http://management.energy.gov/business\\_doe/1374.htm](http://management.energy.gov/business_doe/1374.htm).

## 3. ELECTRONIC AUTHORIZATION OF AWARD DOCUMENTS

Acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by the Department of Energy, specifically FedConnect, constitutes the Recipient's acceptance of the terms and conditions of the award.

Acknowledgement via FedConnect by the Recipient's authorized representative constitutes the Recipient's electronic signature.

## 4. PAYMENT PROCEDURES - ADVANCES THROUGH THE AUTOMATED STANDARD APPLICATION FOR PAYMENTS (ASAP) SYSTEM

a. Method of Payment. Payment will be made by advances through the Department of Treasury's ASAP system.

b. Requesting Advances. Requests for advances must be made through the ASAP system. You may submit requests as frequently as required to meet your needs to disburse funds for the Federal share of project costs. If feasible, you should time each request so that you receive payment on the same day that you disperse funds for direct project costs and the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.

c. Adjusting payment requests for available cash. You must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income,

rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from DOE.

- d. Payments. All payments are made by electronic funds transfer to the bank account identified on the ASAP Bank Information Form that you filed with the U.S. Department of Treasury.

## **5. CEILING ON ADMINISTRATIVE COSTS**

- a. Local government and Indian Tribe Recipients may not use more than 10 percent of amounts provided under this program, or \$75,000, whichever is greater (EISA Sec 545 (b)(3)(A)), for administrative expenses, excluding the costs of meeting the reporting requirements under Title V, Subtitle E of EISA. These costs should be captured and summarized for each activity under the Projected Costs Within Budget: Administration.
- b. Recipients are expected to manage their administrative costs. DOE will not amend an award solely to provide additional funds for changes in administrative costs. The Recipient shall not be reimbursed on this project for any final administrative costs that are in excess of the designated 10 percent administrative cost ceiling. In addition, the Recipient shall neither count costs in excess of the administrative cost ceiling as cost share, nor allocate such costs to other federally sponsored project, unless approved by the Contracting Officer.

## **6. LIMITATIONS ON USE OF FUNDS**

- a. By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, for gambling establishments, aquariums, zoos, golf courses or swimming pools.
- b. Local government and Indian tribe Recipients may not use more than 20 percent of the amounts provided or \$250,000, whichever is greater (EISA Sec 545 (b)(3)(B)), for the establishment of revolving loan funds.
- c. Local government and Indian tribe Recipients may not use more than 20 percent of the amounts provided or \$250,000, whichever is greater (EISA Sec 545 (b)(3)(C)), for subgrants to nongovernmental organizations for the purpose of assisting in the implementation of the energy efficiency and conservation strategy of the eligible unit of local government or Indian tribe.

## **7. REIMBURSABLE FRINGE BENEFIT COSTS**

- a. The Recipient is expected to manage their final negotiated project budgets, including their fringe benefit costs. DOE will not amend an award solely to provide additional funds for changes in the fringe benefit costs or for changes in rates used for calculating these costs. DOE recognizes that the inability to obtain full reimbursement for fringe

benefit costs means the Recipient must absorb the underrecovery. Such underrecovery may be allocated as part of the Recipient's cost share.

- b. If actual allowable fringe benefit costs are less than those budgeted and funded under the award, the Recipient may use the difference to pay additional allowable direct costs during the project period. If at the completion of the award the Government's share of total allowable costs (i.e., direct and indirect), is less than the total costs reimbursed, the Recipient must refund the difference.

## **8. INDIRECT COSTS ARE NOT REIMBURSABLE**

The budget for this award does not include indirect costs. Therefore, these expenses shall not be charged to nor reimbursement requested for this project nor shall the indirect costs from this project be allocated to any other federally sponsored project. In addition, indirect costs shall not be counted as cost share unless approved by the Contracting Officer. This restriction does not apply to subawardees' indirect or fringe benefit costs.

## **9. PRE-AWARD COSTS**

You are entitled to reimbursement for costs incurred on or after February 17, 2009, as authorized by the pre-award costs letter dated January 12, 2010, if such costs are allowable in accordance with the applicable Federal cost principles referenced in 10 CFR Part 600.

## **10. USE OF PROGRAM INCOME**

If you earn program income during the project period as a result of this award, you may add the program income to the funds committed to the award and used to further eligible project objectives.

## **11. STATEMENT OF FEDERAL STEWARDSHIP**

DOE will exercise normal Federal stewardship in overseeing the project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.

## **12. SITE VISITS**

DOE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. You must provide, and must require your subawardees to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site

visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

### **13. REPORTING REQUIREMENTS**

- a. Requirements. The reporting requirements for this award are identified on the Federal Assistance Reporting Checklist, DOE F 4600.2, attached to this award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the award. Noncompliance may result in withholding of future payments, suspension or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.
- b. Additional Recovery Act Reporting Requirements are found in the Provision below labeled: "REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT."

### **14. PUBLICATIONS**

- a. You are encouraged to publish or otherwise make publicly available the results of the work conducted under the award.
- b. An acknowledgment of DOE support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

*Acknowledgment:* "This material is based upon work supported by the Department of Energy [National Nuclear Security Administration] [add name(s) of other agencies, if applicable] under Award Number(s) [enter the award number(s)]."

*Disclaimer:* "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."



## **15. FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS**

You must obtain any required permits and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

## **16. LOBBYING RESTRICTIONS**

By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

## **17. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS**

You are restricted from taking any action using Federal funds, which would have an adverse effect on the environment or limit the choice of reasonable alternatives prior to DOE providing either a NEPA clearance or a final NEPA decision regarding this project.

DOE has made a conditional NEPA determination for this award, and funding for certain activities or tasks under this award is contingent upon the final NEPA determination. You may conduct the following activities with the conditions described below:

### **Activity 4: Kane County Facility Efficiency Improvements:**

- Prohibited actions include: Implementation of improvements.
- This restriction does not preclude you from: Facility audits, development of a suite of potential energy efficiency improvements, and prioritization of improvements.

### **Activity 5: Revolving Loan Fund for Public and Nonprofit Energy Efficiency Improvement Projects:**

- Prohibited actions include: Implementation of any energy efficiency improvement projects, until such time that you comply with the Waste Stream Clause (Provision Number 17).
- This restriction does not preclude you from: Conducting audits, issuing your Request for Proposal (RFP), selecting a contractor, and publishing your RFP.

### **Activity 7: Improvements to Kane County Division of Transportation Intelligent Transportation System:**

- Prohibited actions include: Expansion of the fiber optic interconnect network, installation of roadway weather systems and dynamic message signs, and installation of management systems.
- This restriction does not preclude you from: Conducting any audits and/or studies related to the expansion and installation of weather systems, message signs, and management systems.

The following Activities have no NEPA restrictions:

- Activity 1: Kane County, Illinois Energy Efficiency and Conservation Program Administration
- Activity 2: Update Kane County Energy Plan & Energy Efficiency Documents
- Activity 3: Kane County Facility Audits
- Activity 6: Building Trades Energy Efficiency Training Program
- Activity 8: Transportation Long Range Comprehensive Plan; Microsimulation & Corridor Analysis
- Activity 9: Improvements to Methane Capture & Power Generation Facilities

If you move forward with activities that are not authorized for Federal funding by the DOE Contracting Officer in advance of the final NEPA decision, you are doing so at risk of not receiving Federal funding and such costs may not be recognized as allowable cost share.

If this award includes construction activities, you must submit an environmental evaluation report/evaluation notification form addressing NEPA issues prior to DOE initiating the NEPA process.

## **18. HISTORIC PRESERVATION**

Prior to the expenditure of Project funds to alter any historic structure or site, the Recipient or subrecipient shall ensure that it is compliant with Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. If applicable, the Recipient or subrecipient must contact the State Historic Preservation Officer (SHPO), and the Tribal Historic Preservation Officer (THPO) to coordinate the Section 106 review outlined in 36 CFR Part 800. SHPO contact information is available at the following link: <http://www.ncshpo.org/find/index.htm>. THPO contact information is available at the following link: <http://www.nathpo.org/map.html>. Section 110(k) of the NHPA applies to DOE funded activities.

If applicable, the Recipient or subrecipient certifies that it will retain sufficient documentation, to demonstrate that the Recipient or subrecipient has received required approval(s) from the SHPO or THPO for the Project. Recipients or subrecipients shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106. The Recipient or subrecipient shall deem compliance with Section 106 of the NHPA complete only after it has received this documentation. The Recipient or subrecipient shall make this documentation available to DOE on DOE's request (for example, during a post-award audit).

## **19. WASTE STREAM**

The Recipient assures that it will create or obtain a waste management plan addressing waste generated by a proposed Project prior to the Project generating waste. This waste management plan will describe the Recipient's or subrecipient's plan to dispose of any sanitary or hazardous waste (e.g., construction and demolition debris, old light bulbs, lead ballasts, piping, roofing material, discarded equipment, debris, and asbestos) generated as a result of the proposed Project. The Recipient shall ensure that the Project is in compliance with all Federal, state and local regulations for waste disposal. The Recipient shall make the waste management plan and related documentation available to DOE on DOE's request (for example, during a post-award audit).

## **20. DECONTAMINATION AND/OR DECOMMISSIONING (D&D) COSTS**

Notwithstanding any other provisions of this Agreement, the Government shall not be responsible for or have any obligation to the Recipient for (i) Decontamination and/or Decommissioning (D&D) of any of the Recipient's facilities, or (ii) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of the Agreement.

## **21. SUBGRANTS AND LOANS**

- a. The Recipient hereby warrants that it will ensure that all activities by sub-grantee(s) and loan recipients to accomplish the approved Project Description or Statement of Project objects are eligible activities under 42 U.S.C. 171534(1)-(13). State recipients hereby warrant that they will ensure that all activities by sub-grantee(s) and loan recipients pursuant to 42 U.S.C. 17155(c)(1)(A) to accomplish the approved Project Description or Statement of Project objects are eligible activities under 42 U.S.C. 171534(3)-(13).
- b. Upon the Recipient's selection of the sub-grantee(s) and loan recipients, the Recipient shall notify (i.e. approval not required) the DOE Contracting Officer with the following information for each, regardless of dollar amount:
  - Name of Sub-Grantee
  - DUNS Number
  - Award Amount
  - Statement of work including applicable activities

State recipients shall notify the DOE Contracting Officer with the above information within 180 days of the award date in Block 27 of the Assistance Agreement Cover Page.

- c. In addition to the information in paragraph b. above, for each sub-grant and loan that has an estimated cost greater than \$2,000,000, the recipient must submit for approval by the Contracting Officer, a SF424A Budget Information – Nonconstruction Programs, and PMC 123.1 Cost Reasonableness Determination for Financial Assistance (available at <http://www.eere-pmc.energy.gov/forms.aspx>).

## **22. JUSTIFICATION OF BUDGET COSTS**

a. In the original application, the recipient did not provide sufficient information to justify the approval or release of funds for the proposed activities. In order to receive reimbursement for the costs associated with the activities listed in the approved Statement of Project Objectives (SOPO), a justification for all proposed costs must be submitted to the DOE Contracting Officer.

b. The Recipient must provide justification for the following costs:

### **Contractual Costs:**

1. The recipient shall provide the following information for each individual or company that will receive EECBG funding, regardless of dollar amount:

- Name
- DUNS Number
- Award Amount
- Statement of work including applicable activities
- NEPA documentation, as applicable

2. In addition to the information in paragraph 1. above, for each individual or company that has an estimated cost greater than \$2,000,000, the Recipient must submit a separate SF424A Budget Information – Nonconstruction Programs, and Budget Justification. The DOE Contracting Officer may require additional information concerning these individuals or companies prior to providing written approval.

c. Upon written notification and/or approval by the Contracting Officer, the Recipient may then receive payment for the activities listed in the approved SOPO for allowable costs incurred in accordance with the payment provisions contained in the Special Terms and Conditions of this agreement. These written notifications and/or approvals will be incorporated into the award by formal modification at a future date.

## **23. ADVANCE UNDERSTANDING CONCERNING PUBLICLY FINANCED ENERGY IMPROVEMENT PROGRAMS**

The parties recognize that the Recipient may use funds under this award for Property-Assessed Clean Energy (PACE) loans, Sustainable Energy Municipal Financing, Clean Energy Assessment Districts, Energy Loan Tax Assessment Programs (ELTAPS), or any other form or derivation of Special Taxing District whereby taxing entities collect payments through increased tax assessments for energy efficiency and renewable energy building improvements made by their constituents. The Department of Energy intends to publish "Best Practices" or other guidelines pertaining to the use of funds made available to the Recipient under this award pertaining to the programs identified herein. By accepting this award, the Recipient agrees to incorporate, to the maximum extent practicable, those Best Practices and other guidelines into any such program(s) within a reasonable time after

notification by DOE that the Best Practices or guidelines have been made available. The Recipient also agrees, by its acceptance of this award, to require its sub-recipients to incorporate to the maximum extent practicable the best practices and other guideline into any such program used by the sub-recipient.

#### **24. SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (May 2009)**

##### Preamble

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act) was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases. Recipients shall use grant funds in a manner that maximizes job creation and economic benefit.

The Recipient shall comply with all terms and conditions in the Recovery Act relating generally to governance, accountability, transparency, data collection and resources as specified in Act itself and as discussed below.

Recipients should begin planning activities for their first tier subrecipients, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related guidance. For projects funded by sources other than the Recovery Act, Contractors must keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning specific procedural requirements for the new reporting requirements. The Recipient will be provided these details as they become available. The Recipient must comply with all requirements of the Act. If the recipient believes there is any inconsistency between ARRA requirements and current award terms and conditions, the issues will be referred to the Contracting Officer for reconciliation.

##### Definitions

For purposes of this clause, Covered Funds means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the grant, cooperative agreement or TIA and/or modification using Recovery Act

funds. Covered Funds must be reimbursed by September 30, 2015.

Non-Federal employer means any employer with respect to covered funds -- the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor, subcontractor, grantee, or recipient is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving covered funds; or with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

Recipient means any entity that receives Recovery Act funds directly from the Federal government (including Recovery Act funds received through grant, loan, or contract) other than an individual and includes a State that receives Recovery Act Funds.

#### Special Provisions

##### A. Flow Down Requirement

Recipients must include these special terms and conditions in any subaward.

##### B. Segregation of Costs

Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

##### C. Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

##### D. Access to Records

With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized --

- (1) to examine any records of the contractor or grantee, any of its subcontractors or

subgrantees, or any State or local agency administering such contract that pertain to, and involve transactions that relate to, the subcontract, grant, or subgrant; and

(2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

#### E. Publication

An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the applicant does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the applicant should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

##### Notice of Restriction on Disclosure and Use of Data

The data contained in pages ---- of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this applicant receives an award as a result of or in connection with the submission of this application, DOE shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the applicant.

Information about this agreement will be published on the Internet and linked to the website [www.recovery.gov](http://www.recovery.gov), maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

#### F. Protecting State and Local Government and Contractor Whistleblowers.

The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

**Prohibition on Reprisals:** An employee of any non-Federal employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- gross management of an agency contract or grant relating to covered funds;

- a gross waste of covered funds;
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Nonenforceability of Certain Provisions Waiving Rights and remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, [www.Recovery.gov](http://www.Recovery.gov), for specific requirements of this section and prescribed language for the notices.).

#### G. Reserved

#### H. False Claims Act

Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.



I. Information in Support of Recovery Act Reporting

Recipient may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. Recipient shall provide copies of backup documentation at the request of the Contracting Officer or designee.

J. Availability of Funds

Funds obligated to this award are available for reimbursement of costs until 36 months after the award date.

K. Additional Funding Distribution and Assurance of Appropriate Use of Funds

Certification by Governor – For funds provided to any State or agency thereof by the American Reinvestment and Recovery Act of 2009, Pub. L. 111-5, the Governor of the State shall certify that: 1) the state will request and use funds provided by the Act; and 2) the funds will be used to create jobs and promote economic growth.

Acceptance by State Legislature -- If funds provided to any State in any division of the Act are not accepted for use by the Governor, then acceptance by the State legislature, by means of the adoption of a concurrent resolution, shall be sufficient to provide funding to such State.

Distribution -- After adoption of a State legislature's concurrent resolution, funding to the State will be for distribution to local governments, councils of government, public entities, and public-private entities within the State either by formula or at the State's discretion.

L. Certifications

With respect to funds made available to State or local governments for infrastructure investments under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, the Governor, mayor, or other chief executive, as appropriate, certified by acceptance of this award that the infrastructure investment has received the full review and vetting required by law and that the chief executive accepts responsibility that the infrastructure investment is an appropriate use of taxpayer dollars. Recipient shall provide an additional certification that includes a description of the investment, the estimated total cost, and the amount of covered funds to be used for posting on the Internet. A State or local agency may not receive infrastructure investment funding from funds made available by the Act unless this certification is made and posted.

**25. REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT**

(a) This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act) and to report

on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

(b) The reports are due no later than ten calendar days after each calendar quarter in which the Recipient receives the assistance award funded in whole or in part by the Recovery Act.

(c) Recipients and their first-tier subrecipients must maintain current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.

(d) The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at <http://www.FederalReporting.gov> and ensure that any information that is pre-filled is corrected or updated as needed.

## **26. NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS**

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

\*Special Note: Definitization of the Provisions entitled, “REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009” and “REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS (COVERED UNDER INTERNATIONAL AGREEMENTS) – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009” will be done upon definition and review of final activities.

## **27. REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009**

(a) *Definitions.* As used in this award term and condition—

(1) *Manufactured good* means a good brought to the construction site for incorporation into the building or work that has been—

(i) Processed into a specific form and shape; or

(ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(2) *Public building and public work* means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

(3) *Steel* means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.* (1) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111-5), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) of this section and condition.

(2) This requirement does not apply to the material listed by the Federal Government as follows:

To Be Determined

(3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this section and condition if the Federal Government determines that—

(i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of Section 1605 of the Recovery Act .* (1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this section shall include adequate information for Federal Government evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

(d) *Data*. To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

**Foreign and Domestic Items Cost Comparison**

Description	Unit of measure	Quantity	Cost (dollars)*
<i>Item 1:</i>			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____
<i>Item 2:</i>			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____

List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

\*Include all delivery costs to the construction site.

**28. REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS (COVERED UNDER INTERNATIONAL AGREEMENTS) – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009**

(a) *Definitions.* As used in this award term and condition—

*Designated country* — (1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom;

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Israel, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore); or

(3) A United States-European Communities Exchange of Letters (May 15, 1995) country: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta,

Netherlands, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, and United Kingdom.

*Designated country iron, steel, and/or manufactured goods* — (1) Is wholly the growth, product, or manufacture of a designated country; or

(2) In the case of a manufactured good that consist in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different manufactured good distinct from the materials from which it was transformed.

*Domestic iron, steel, and/or manufactured good* — (1) Is wholly the growth, product, or manufacture of the United States; or

(2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was transformed. There is no requirement with regard to the origin of components or subcomponents in manufactured goods or products, as long as the manufacture of the goods occurs in the United States.

*Foreign iron, steel, and/or manufactured good* means iron, steel and/or manufactured good that is not domestic or designated country iron, steel, and/or manufactured good.

*Manufactured good* means a good brought to the construction site for incorporation into the building or work that has been—

(1) Processed into a specific form and shape; or

(2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

*Public building* and *public work* means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

*Steel* means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Iron, steel, and manufactured goods.* (1) The award term and condition described in this section implements—

(i) Section 1605(a) of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (Recovery Act), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States; and

(ii) Section 1605(d), which requires application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of section 1605 of the Recovery Act do not apply to designated country iron, steel, and/or manufactured goods. The Buy American requirement in section 1605 shall not be applied where the iron, steel or manufactured goods used in the project are from a Party to an international agreement that obligates the recipient to treat the goods and services of that Party the same as domestic goods and services. This obligation shall only apply to projects with an estimated value of \$7,443,000 or more.

(2) The recipient shall use only domestic or designated country iron, steel, and manufactured goods in performing the work funded in whole or part with this award, except as provided in paragraphs (b)(3) and (b)(4) of this section.

(3) The requirement in paragraph (b)(2) of this section does not apply to the iron, steel, and manufactured goods listed by the Federal Government as follows:

To Be Determined

(4) The award official may add other iron, steel, and manufactured goods to the list in paragraph (b)(3) of this section if the Federal Government determines that—

(i) The cost of domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, and/or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the overall cost of the project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality;  
or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American Act.* (1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(4) of this section shall include adequate information for Federal Government evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(4) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, or manufactured goods shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other appropriate actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods other than designated country iron, steel, and/or manufactured goods is noncompliant with the applicable Act.



(d) *Data*. To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the applicant shall include the following information and any applicable supporting data based on the survey of suppliers:

**Foreign and Domestic Items Cost Comparison**

Description	Unit of measure	Quantity	Cost (dollars)*
<i>Item 1:</i>			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____
<i>Item 2:</i>			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____

List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

\*Include all delivery costs to the construction site.

**29. WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE RECOVERY ACT**

(a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are

incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

(b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

**30. RECOVERY ACT TRANSACTIONS LISTED IN SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND RECIPIENT RESPONSIBILITIES FOR INFORMING SUBRECIPIENTS**

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 “Uniform Administrative Requirements for Grants and Agreements” and OMB Circular A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A-102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. OMB Circular A-133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix “ARRA-” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

### **31. DAVIS-BACON ACT AND CONTRACT WORKHOURS AND SAFETY STANDARD ACT**

**Definitions:** For purposes of this provision, “Davis Bacon Act and Contract Work Hours and Safety Standards Act,” the following definitions are applicable:

(1) “Award” means any grant, cooperative agreement or technology investment agreement made with Recovery Act funds by the Department of Energy (DOE) to a Recipient. Such Award must require compliance with the labor standards clauses and wage rate requirements of the Davis-Bacon Act (DBA) for work performed by all laborers and mechanics employed by Recipients (other than a unit of State or local government whose own employees perform the construction) Subrecipients, Contractors, and subcontractors.

(2) “Contractor” means an entity that enters into a Contract. For purposes of these clauses, Contractor shall include (as applicable) prime contractors, Recipients, Subrecipients, and Recipients’ or Subrecipients’ contractors, subcontractors, and lower-tier subcontractors. “Contractor” does not mean a unit of State or local government where construction is performed by its own employees.”

(3) “Contract” means a contract executed by a Recipient, Subrecipient, prime contractor, or any tier subcontractor for construction, alteration, or repair. It may also mean (as applicable) (i) financial assistance instruments such as grants, cooperative agreements, technology investment agreements, and loans; and, (ii) Sub awards, contracts and subcontracts issued under financial assistance agreements. “Contract” does not mean a financial assistance instrument with a unit of State or local government where construction is performed by its own employees.

(4) “Contracting Officer” means the DOE official authorized to execute an Award on behalf of DOE and who is responsible for the business management and non-program aspects of the financial assistance process.

(5) “Recipient” means any entity other than an individual that receives an Award of Federal funds in the form of a grant, cooperative agreement, or technology investment agreement directly from the Federal Government and is financially accountable for the use of any DOE funds or property, and is legally responsible for carrying out the terms and conditions of the program and Award.

(6) “Subaward” means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a Recipient to an eligible Subrecipient or by a Subrecipient to a lower-tier subrecipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include the Recipient’s procurement of goods and services to carry out the program nor does it include any form of assistance which is excluded from the definition of “Award” above.

(7) "Subrecipient" means a non-Federal entity that expends Federal funds received from a Recipient to carry out a Federal program, but does not include an individual that is a beneficiary of such a program.

**(a) Davis Bacon Act**

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and, without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, *provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry;  
and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits

under a plan or program, *provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the Department of Energy, Recipient, or Subrecipient, may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification

of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit them to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly,

and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 3729 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Department of Energy or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees—

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate,



who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the

wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

(6) Contracts and Subcontracts. The Recipient, Subrecipient, the Recipient's, and Subrecipient's contractors and subcontractor shall insert in any Contracts the clauses contained herein in (a)(1) through (10) and such other clauses as the Department of Energy may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of the paragraphs in this clause.

(7) Contract termination: debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Recipient, Subrecipient, the Contractor (or any of its subcontractors), and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**(b) Contract Work Hours and Safety Standards Act.** As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Contracts and Subcontracts. The Recipient, Subrecipient, and Recipient's and Subrecipient's contractor or subcontractor shall insert in any Contracts, the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(5) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Energy and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

**(c) Recipient Responsibilities for Davis Bacon Act**

(1) On behalf of the Department of Energy (DOE), Recipient shall perform the following functions:

- (i) Obtain, maintain, and monitor all Davis Bacon Act (DBA) certified payroll records submitted by the Subrecipients and Contractors at any tier under this Award;
- (ii) Review all DBA certified payroll records for compliance with DBA requirements, including applicable DOL wage determinations;
- (iii) Notify DOE of any non-compliance with DBA requirements by Subrecipients or Contractors at any tier, including any non-compliances identified as the result of reviews performed pursuant to paragraph (ii) above;
- (iv) Address any Subrecipient and any Contractor DBA non-compliance issues; if DBA non-compliance issues cannot be resolved in a timely manner, forward complaints, summary of investigations and all relevant information to DOE;
- (v) Provide DOE with detailed information regarding the resolution of any DBA non-compliance issues;
- (vi) Perform services in support of DOE investigations of complaints filed regarding noncompliance by Subrecipients and Contractors with DBA requirements;
- (vii) Perform audit services as necessary to ensure compliance by Subrecipients and Contractors with DBA requirements and as requested by the Contracting Officer; and
- (viii) Provide copies of all records upon request by DOE or DOL in a timely manner.

**(d) Rates of Wages**

The prevailing wage rates determined by the Secretary of Labor can be found at <http://www.wdol.gov/>.

**STATEMENT OF PROJECT OBJECTIVES**  
County of Kane, IL  
Kane County, Illinois Energy Efficiency and Conservation Program

**A. PROJECT OBJECTIVES**

The purpose of this award is to implement the Recipient's Energy Efficiency & Conservation Strategy (EEC&S) in order to reduce fossil fuel emissions; reduce total energy use of the eligible entities; and improve energy efficiency in the building sector, the transportation sector, and other appropriate sectors, along with creating jobs.

**B. PROJECT SCOPE**

The scope for this award is the implementation of the EEC&S and all supporting documentation necessary for the proposed activities (Attached).

**C. PROJECT MANAGEMENT AND REPORTING**

Reports and deliverables will be provided in accordance with the Federal Assistance Reporting Checklist.

**EECBG Activity Worksheet**

Grantee: County of Kane Date: 12/21/2009  
 DUNS #: 10221786 Program Contact Email: koskykaren@co.kane.il.us  
 Program Contact First Name: Karen Last Name: Kosky  
 Project Title: Kane County, Illinois Energy Efficiency and Conservation Program Administration  
 Activity: \_\_\_\_\_ If Other: Administration  
 Sector: All Sectors If Other: \_\_\_\_\_  
 Proposed Number of Jobs Created: 0.00 Proposed Number of Jobs Retained: 2.10  
 Proposed Energy Saved and/or Renewable Energy Generated: 0  
 Proposed GHG Emissions Reduced (CO2 Equivalents): 0.000  
 Proposed Funds Leveraged: \$0.00  
 Proposed EECBG Budget: 191,267.00  
 Projected Costs Within Budget: Administration: \$191,267.00 Revolving Loans: \$0.00 Subgrants: \$0.00  
 Project Contact First Name: Karen Last Name: Kosky Email: koskykaren@co.kane.il.us  
 Metric Activity: Other If Other: none

**Project Summary: (limit summary to space provided)**

Goal Supported: To successfully administer the Kane County, Illinois Energy Efficiency and Conservation Programs with on-time reporting and accurate financial tracking and management.

Program Description: Kane County staff will submit timely reports, provide financial tracking, coordinate program goals, timelines, and documentation, and communicate with Department of Energy. This activity will consist of several phases, including:  
 \* Project Startup: Track EECBG application materials; register Kane County in necessary federal programs and websites to ensure eligibility and access to application materials; coordinate staff and elected officials to develop suite of programs for Kane County's Energy Efficiency and Conservation Program; submit application to EECBG program; follow up through project award  
 \* Project Management: Track Kane County Energy Efficiency and Conservation programs; coordinate staff to compile and submit timely quarterly reports; coordinate staff to assist with financial management of programs including contract procurement, DOE contract approval, subcontract invoicing, grant reimbursements, and analysis of leveraged fund opportunities; oversee compliance with ARRA and grant requirements; manage communications with Waste Management and other firms for research into methane capture and power generation program; provide general program support and staff assistance  
 \* Project Conclusion: Ensure grant funds expended in timely manner; coordinate staff to compile and submit a timely final report

## EECBG Activity Worksheet

Grantee: County of Kane Date: 06/05/2009  
 DUNS #: 10221786 Program Contact Email: koskykaren@co.kane.il.us  
 Program Contact First Name: Karen Last Name: Kosky  
 Project Title: Update Kane County Energy Plan and Energy Efficiency Documents  
 Activity: 2. Technical Consultant Services If Other: \_\_\_\_\_  
 Sector: Public If Other: \_\_\_\_\_  
 Proposed Number of Jobs Created: 0.30 Proposed Number of Jobs Retained: 0.30  
 Proposed Energy Saved and/or Renewable Energy Generated: n/a - see attached Estimated Benefits Calculator sheet  
 Proposed GHG Emissions Reduced (CO2 Equivalents): \_\_\_\_\_  
 Proposed Funds Leveraged: \$0.00  
 Proposed EECBG Budget: 60,000.00  
 Projected Costs Within Budget: Administration: \_\_\_\_\_ Revolving Loans: \_\_\_\_\_ Subgrants: \_\_\_\_\_  
 Project Contact First Name: Karen Last Name: Miller Email: millerkaren@co.kane.il.us  
 Metric Activity: Technical Assistance If Other: \_\_\_\_\_

**Project Summary:** *(limit summary to space provided)*

**I. Project Description:** Update the Kane County(KC) Energy Plan developed in 2005 and the Energy Efficiency Chapter of the KC 2030 Land Resource Management Plan adopted in 2004. The project cost total is \$43,000 and will come from Kane County's EECBG allocation.

The update of the KC Energy Plan will be conducted by staff from the KC Development Dept. with assistance from a consultant chosen by the Development Dept. The update of the Energy Efficiency chapter of the 2030 Land Resource Management Plan will be conducted by staff using data from the updated Energy Plan. EECBG funds will be used to cover the cost of part of one full-time staff person and a consultant. The Energy Plan developed in 2005 contains the following recommendations:

1. KC government and the utilities should reduce peak electrical demand by at least 30%
2. KC government and the utilities should establish a commission to implement and monitor strategies for peak electrical demand reduction
3. KC government should create a quasi-government committee to coordinate the Energy Plan
4. KC government should play a stronger role in planning for the county's energy future
5. KC Board should update the Energy Efficiency chapter of the 2030 Land Resource Management Plan to include the goal of establishing a county-wide energy code
6. KC Board should assist the municipalities to implement the International Energy Conservation Code
7. KC should ensure all new buildings that receive public funding are LEED certified
8. KC government should set a goal of reducing energy usage by 10% in existing government facilities
9. Utilities throughout KC should consider opportunities for energy efficiency and demand reduction for future infrastructure development
10. Utilities throughout KC should aggressively target current and future demand reduction programs
11. The electric utilities should employ incentives to encourage the development of ENERGY STAR and LEED certified homes
12. The electric utilities should consider requiring the installation of advanced metering and other energy efficiency technology in all new buildings
13. Utilities should target efficiency programs to existing homes and businesses
14. The Illinois Commerce Commission should adopt regulations that recognize the value of reduced peak demand on the cost of infrastructure
15. All municipalities in KC should adopt the International Energy Conservation Code
16. All municipalities in KC should set percentage goals for new residential construction to be ENERGY STAR or LEED certified
17. All municipalities in KC should provide adequate training for implementing the Illinois Energy Conservation Code for Commercial Buildings
18. All municipalities should require builders to conduct Home Energy Ratings Systems Tests in new construction
19. Grassroots energy organizations should educate those outside of their organization
20. Building operation staff should be trained to use energy reduction strategies
21. Funding should be sought to educate the public about energy reduction strategies

Thirteen corresponding action projects are organized as highest priority and fall into two types: 1. educational and 2. application.

Once adopted by the Kane County Board, the Energy Plan will be integrated into the future 2040 Land Resource Management Plan. Our goal is to complete the Energy Plan within one year of the effective date of our award.



**EECBG Activity Worksheet**

Grantee: County of Kane Date: 12/21/2009

DUNS #: 10221786 Program Contact Email: koskykaren@co.kane.il.us

Program Contact First Name: Karen Last Name: Kosky

Project Title: Kane County Facility Audits

Activity: 3. Residential and Commercial Buildings and Audits If Other: \_\_\_\_\_

Sector: Public If Other: \_\_\_\_\_

Proposed Number of Jobs Created: 1.40 Proposed Number of Jobs Retained: 0.00

Proposed Energy Saved and/or Renewable Energy Generated: 0

Proposed GHG Emissions Reduced (CO2 Equivalents): 0.000

Proposed Funds Leveraged: \$40,000.00

Proposed EECBG Budget: 91,092.00

Projected Costs Within Budget: Administration: \$0.00 Revolving Loans: \$0.00 Subgrants: \$0.00

Project Contact First Name: Karen Last Name: Kosky Email: koskykaren@co.kane.il.us

Metric Activity: Building Energy Audits If Other: \_\_\_\_\_

**Project Summary: (limit summary to space provided)**

Goal Supported: To conduct audits of five or more Kane County facilities and create a list of priority energy efficiency improvement projects

Program Description: Kane County seeks to retrofit one or more County-owned facilities with updated and energy efficient systems to reduce long-term operating costs, reduce energy consumed, and serve as an example to other county and municipal entities in Northeast Illinois. The project will consist of several phases, including:

- \* Facility audits: Kane County will work with the Illinois Department of Commerce and Economic Opportunity's Smart Energy Design Assistance Center (SEDAC) to leverage State Energy Program funding and conduct audits of County facilities. Additionally, pro-bono and reduced rate private sector audits of Kane County facilities will be pursued to complete the portfolio of Kane County facility improvement possibilities.
- \* Development of a suite of potential energy efficiency improvements: Using Kane County facility audit information, staff will create a list of projects which meet current and future facility upgrade needs and energy reduction goals.
- \* Prioritization of improvements: Kane County will develop a list of priority energy efficiency improvement projects based on potential energy savings, level of replacement need, and other energy efficiency and conservation goals.

EECBG Activity Worksheet

Grantee: County of Kane Date: 12/21/2009  
DUNS #: 10221786 Program Contact Email: koskykaren@co.kane.il.us  
Program Contact First Name: Karen Last Name: Kosky  
Project Title: Kane County Facility Efficiency Improvements  
Activity: 5. Energy Efficiency Retrofits If Other: \_\_\_\_\_  
Sector: Public If Other: \_\_\_\_\_  
Proposed Number of Jobs Created: 14.60 Proposed Number of Jobs Retained: 0.10  
Proposed Energy Saved and/or Renewable Energy Generated: 28490  
Proposed GHG Emissions Reduced (CO2 Equivalents): 2,594,000  
Proposed Funds Leveraged: \$500,000.00  
Proposed EECBG Budget: 858,908.00  
Projected Costs Within Budget: Administration: \$0.00 Revolving Loans: \$0.00 Subgrants: \$0.00  
Project Contact First Name: Karen Last Name: Kosky Email: koskykaren@co.kane.il.us  
Metric Activity: Building Retrofits If Other: \_\_\_\_\_

Project Summary: *(limit summary to space provided)*

Goal Supported: To implement measures to maximize energy efficiency improvements at Kane County Facilities

Program Description: Kane County seeks to retrofit one or more County-owned facilities with updated and energy efficient systems to reduce long-term operating costs, reduce energy consumed, and serve as an example to other county and municipal entities in Northeast Illinois. The project will consist of several phases, including:

- \* Bid Phase & Assistance Procurement: Kane County will develop bid documents to procure competitive bids for implementing energy efficiency measures prioritized by audits in separate activity.
- \* Implementation of improvements: Kane County will utilize the funds under this program budget to implement energy efficiency improvements as prioritized.

## EECBG Activity Worksheet

Grantee: County of Kane Date: 12/21/2009  
 DUNS #: 10221786 Program Contact Email: koskykaren@co.kane.il.us  
 Program Contact First Name: Karen Last Name: Kosky  
 Project Title: Revolving Loan Fund for Public and Nonprofit Energy Efficiency Improvement Projects  
 Activity: 4. Financial Incentive Program If Other: \_\_\_\_\_  
 Sector: Public If Other: \_\_\_\_\_  
 Proposed Number of Jobs Created: 4.90 Proposed Number of Jobs Retained: 0.50  
 Proposed Energy Saved and/or Renewable Energy Generated: n/a - see attached Estimated Benefits Calculator Sheet  
 Proposed GHG Emissions Reduced (CO2 Equivalents): \_\_\_\_\_  
 Proposed Funds Leveraged: \$100,000.00  
 Proposed EECBG Budget: 390,000.00  
 Projected Costs Within Budget: Administration: \$0.00 Revolving Loans: \$340,000.00 Subgrants: \$0.00  
 Project Contact First Name: Karen Last Name: Miller Email: millerkaren@co.kane.il.us  
 Metric Activity: Loans and Grants If Other: \_\_\_\_\_

Project Summary: *(limit summary to space provided)*

Our proposed Revolving Loan Fund for Public Sector and Non-Profit Energy Efficiency Improvement Projects will provide eligible local government and non-profit organizations with improved technology and financial assistance to implement energy efficiency upgrades to their buildings. The Fund will be set up and managed by the Kane County Development Department and initially capitalized through EECBG funding. Low interest rate loans will be provided to assist the applicants in financing their energy cost reduction efforts. The Fund will be initially capitalized through EECBG funding. The Kane County Development Department will provide staff support. The Fund's revolving loan mechanism will allow borrowers to repay loans through the stream of cost savings that will be realized from approved energy efficiency projects.

The Revolving Loan Fund for Public Sector and Non-Profit Energy Efficiency Improvement Projects will provide a long-term solution to rising energy costs for eligible applicants. It will provide technical and financial assistance to implement cost-effective energy efficiency upgrades. All of the projects implemented will be repaid from targeted savings generated by energy efficiency capital improvement projects. Eligible measures include, but are not limited to: energy efficient lighting systems, high efficiency heating, ventilation and air conditioning systems, energy management systems, re-commissioning, building shell improvements, and load management projects.

Interest earned and any interest that is generated from a loan repayment will be deposited into the Fund account and used to sustain the Fund. The payback time for each loan will be determined on a project by project basis with a maximum time of five years. Revolving Loan Funds will be distributed to selected recipients after review of applications submitted during a designated application period.

The Revolving Loan Fund for Public Sector and Non-Profit Energy Efficiency Improvement Projects proposes the following series of steps to ensure accountability:

1. Project is submitted by application and initially approved by Kane County Development Department staff and/or the Energy and Environmental Technology Committee of the Kane County Board.
2. Initial Building Assessment is completed and signed by a licensed engineer.
3. Detailed report is required of the submitting client. Loan repayment amounts and schedules are verified and agreed upon.
4. Project is monitored by on-site visits, and a final inspection is required.
5. Project is approved and loan repayment begins. All contractors or bidders must be competitively selected.

**EECBG Activity Worksheet**

Grantee: County of Kane Date: 12/21/2009  
 DUNS #: 10221786 Program Contact Email: koskykaren@co.kane.il.us  
 Program Contact First Name: Karen Last Name: Kosky  
 Project Title: Building Trades Energy Efficiency Training Program  
 Activity: 6. Buildings and Facilities If Other: \_\_\_\_\_  
 Sector: All Sectors If Other: \_\_\_\_\_  
 Proposed Number of Jobs Created: 1.30 Proposed Number of Jobs Retained: 0.70  
 Proposed Energy Saved and/or Renewable Energy Generated: N/A  
 Proposed GHG Emissions Reduced (CO2 Equivalents): 0.000  
 Proposed Funds Leveraged: \$75,000.00  
 Proposed EECBG Budget: 115,000.00  
 Projected Costs Within Budget: Administration: \$0.00 Revolving Loans: \$0.00 Subgrants: \$0.00  
 Project Contact First Name: Gary Last Name: Mielke Email: recycle@co.kane.il.us  
 Metric Activity: Workshops, Training, and Education If Other: \_\_\_\_\_

**Project Summary: (limit summary to space provided)**

Goal Supported: To train forty or more building auditors, building inspectors, building code developers/enforcers, contractors, or tradespeople in advanced energy efficiency and conservation building techniques

Program Description: Kane County, together with the cities of Aurora and Elgin, will establish a regional training program to promote sustainable, energy efficient building techniques. The training program will be offered at reduced rates to builders and contractors located in Kane County. The program will promote energy efficient and energy conserving building and systems design and construction.

The training program will focus on one or more sectors of the building industry:  
 \* Training for building energy efficiency auditors. This training will consist of courses through a local community college for professionals entering the field of energy efficiency building auditing, or wishing to further their knowledge and expertise in various building systems.  
 \* Training for municipal/county building code officials and building inspectors. This training will consist of short seminars or workshops aimed at furthering the understanding and application of building efficiency as it applies to code development and inspections.  
 \* Training for general contractors and building trades professionals. This training will consist of courses through a local community college for contractors and tradespeople to develop a solid working knowledge of energy efficient building techniques and building systems.

These courses may be combined and may lead to a certification, enabling contractors, auditors, and others to gain market advantage and penetrate building efficiencies deeper into the renovation and new housing markets.

Funds for this program will be applied toward course development, program coordination, marketing, and discounted tuition rates for professionals in Kane County.

*If you are proposing more than one activity, save this file as many times as needed with successive page numbers. For example: "OH-CITY-Columbus-Project Activity page 1.pdf," "OH-CITY-Columbus-Project Activity page 2.pdf," and continue as needed.*

EECBG Activity Worksheet

Grantee: County of Kane Date: 12/21/2009  
 DUNS #: 10221786 Program Contact Email: koskykaren@co.kane.il.us  
 Program Contact First Name: Karen Last Name: Kosky  
 Project Title: Improvements to Kane County Division of Transportation Intelligent Transportation System  
 Activity: 7. Transportation If Other: \_\_\_\_\_  
 Sector: Public If Other: \_\_\_\_\_  
 Proposed Number of Jobs Created: 28.40 Proposed Number of Jobs Retained: 2.00  
 Proposed Energy Saved and/or Renewable Energy Generated: 6,000 gallon of fuel/hr.  
 Proposed GHG Emissions Reduced (CO2 Equivalents): 459,900.000  
 Proposed Funds Leveraged: \$2,200,000.00  
 Proposed EECBG Budget: 600,000.00  
 Projected Costs Within Budget: Administration: \$0.00 Revolving Loans: \$0.00 Subgrants: \$0.00  
 Project Contact First Name: Thomas Last Name: Szabo Email: szabotom@co.kane.il.us  
 Metric Activity: Transportation If Other: \_\_\_\_\_

Project Summary: *(limit summary to space provided)*

Project Description:

Kane County Division of Transportation will implement improvements to Kane County's Intelligent Transportation System (ITS), which may include the Expansion of the Fiber Optic Interconnect Network from County highway and road segments to a KDOT facility, various field devices such as roadway weather systems and dynamic message signs, and central office traffic management systems for an Arterial Operations Center to aid in real time management of traffic and maintenance operations. The construction of additional facility space for an Arterial Operations Center will be funded by fund sources other than EECBG.

The above proposed improvements are components of a larger project scope, which includes already completed projects/existing ITS infrastructure as outlined in the County's overall ITS Strategic Plan as recommended in The Kane County Intelligent Transportation Systems (ITS)/ Traffic Management Center (TMC) Feasibility Study (2007) as well as the Kane County Long Range Transportation Plan.

**EECBG Activity Worksheet**

Grantee: County of Kane Date: 12/21/2009  
 DUNS #: 10221786 Program Contact Email: koskykaren@co.kane.il.us  
 Program Contact First Name: Karen Last Name: Kosky  
 Project Title: Transportation Long Range Comprehensive Plan; Microsimulation and Corridor Analysis  
 Activity: 7. Transportation If Other: \_\_\_\_\_  
 Sector: Transportation If Other: \_\_\_\_\_  
 Proposed Number of Jobs Created: 1.00 Proposed Number of Jobs Retained: 0.50  
 Proposed Energy Saved and/or Renewable Energy Generated: N/A  
 Proposed GHG Emissions Reduced (CO2 Equivalents): \_\_\_\_\_  
 Proposed Funds Leveraged: \_\_\_\_\_  
 Proposed EECBG Budget: 142,833.00  
 Projected Costs Within Budget: Administration: \$0.00 Revolving Loans: \$0.00 Subgrants: \$0.00  
 Project Contact First Name: Kai Last Name: Tarum Email: tarumkai@co.kane.il.us  
 Metric Activity: Transportation If Other: \_\_\_\_\_

**Project Summary: (limit summary to space provided)**

Kane County Division of Transportation, as part of the Long Range Comprehensive Planning Process, will carry out a Microsimulation and Corridor Analysis for the Randall Road corridor to determine the extent to which bus rapid transit, improved transit, and corridor land use densification will reduce vehicle miles traveled per capita, improve air quality and improve the efficiency of Kane County's transportation network. The Randall Road corridor is classified as a Strategic Regional Arterial, carrying nearly 60,000 cars per day and is the one of the main north south corridors in Kane County. It also serves as a major regional economic corridor with a 2008 ADT of nearly 60,000 cars per day. The study will investigate the relationship between land use densification and the transportation mode split and measure the resulting changes in congestion and air quality.

Kane County will utilize a Transit Committee as the steering committee which will provide input and critical review of the study's deliverables. The transit committee will consist of members from Kane County, the Regional Transportation Authority, Pace and Metra, representatives from major employers and the municipalities along the corridor.

The County is currently undertaking a study along the Randall Road Corridor to investigate infrastructure improvements that will support the existing transit fixed-route services along the corridor. This study will look beyond improvements within the roadway right-of-way and investigate the impact of land use/smart growth principles and the make observations on the expected increased use of alternative modes of transportation, decreased use of the single occupancy vehicle and increased liveability/walkability within the corridor.

This study will also feed into the update of the County's Long Range Comprehensive Plan. It is expected that findings from this plan will provide stakeholders and policy makers the justification needed to make changes to existing zoning ordinances to improve and provide sustainable and transit supportive future land use patterns.

EECBG Activity Worksheet

Grantee: County of Kane Date: 12/21/2009  
DUNS #: 10221786 Program Contact Email: koskykaren@co.kane.il.us  
Program Contact First Name: Karen Last Name: Kosky  
Project Title: Improvements to Methane Capture and Power Generation Facilities  
Activity: 11. Reduction/Capture of Methane/Greenhouse Gases If Other: \_\_\_\_\_  
Sector: Public If Other: \_\_\_\_\_  
Proposed Number of Jobs Created: 0.70 Proposed Number of Jobs Retained: 0.00  
Proposed Energy Saved and/or Renewable Energy Generated: N/A  
Proposed GHG Emissions Reduced (CO2 Equivalents): 0.000  
Proposed Funds Leveraged: \$0.00  
Proposed EECBG Budget: 20,000.00  
Projected Costs Within Budget: Administration: \$0.00 Revolving Loans: \$0.00 Subgrants: \$0.00  
Project Contact First Name: Karen Last Name: Kosky Email: koskykaren@co.kane.il.us  
Metric Activity: Technical Assistance If Other: \_\_\_\_\_

Project Summary: *(limit summary to space provided)*

Goal Supported: To develop an agreement and/or studies with methane production project partners to pursue additional methane capture and energy production on Kane County Landfills

Program Description: Kane County will pursue feasibility and agreements for implementation of the development of additional methane capture and power generation facilities at Kane County landfill facilities. Two landfill facilities exist in Kane County; the Woodland Hills Landfill near South Elgin, and the Settler's Hill landfill near Geneva. Methane capture and energy production is already active at the Settlers Hill landfill. However, additional capture and production capacity exists. The Woodland Hills landfill is currently in the process of locating methane capture and energy production facilities on site. Funds for this activity would be applied to developing agreements and studies in conjunction with Waste Management, the owner of the Settlers Hill landfill, to maximize the methane capture potential at both landfills and to generate as much energy as possible from said facilities.

**Budget Information - Non Construction Programs**

OMB Approval No. 0348-0044

**Section A - Budget Summary**

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
5 Revolving Loan Fund for Public and Nonprofit Energy Efficiency Improvement Projects	81.128			\$390,000	\$0	\$390,000
6 Building Trades Energy Efficiency Training Program	81.128			\$115,000	\$0	\$115,000
7 Improvements to Kane County Division of Transportation Intelligent Transportation System	81.128			\$600,000	\$0	\$600,000
8 Transportation Long Range Comprehensive Plan; Microsimulation and Corridor Analysis	81.128			\$142,833	\$0	\$142,833

**Section B - Budget Categories**

Object Class Categories	Grant Program, Function or Activity			
	(5) Revolving Loan Fund for Public and Nonprofit Energy Efficiency Improvement Projects	(6) Building Trades Energy Efficiency Training Program	(7) Improvements to Kane County Division of Transportation Intelligent Transportation System	(8) Transportation Long Range Comprehensive Plan; Microsimulation and Corridor Analysis
a. Personnel	\$32,975	\$50,521	\$0	\$36,900
b. Fringe Benefits	\$8,554	\$17,812	\$0	\$11,106
c. Travel	\$0	\$0	\$0	\$0
d. Equipment	\$0	\$0	\$0	\$0
e. Supplies	\$0	\$0	\$0	\$0
f. Contractual	\$8,471	\$46,667	\$600,000	\$94,827
g. Construction	\$0	\$0	\$0	\$0
h. Other	\$340,000	\$0	\$0	\$0
i. Total Direct Charges (sum of 6a-6h)	\$390,000	\$115,000	\$600,000	\$142,833
j. Indirect Charges	\$0	\$0	\$0	\$0
k. <b>Totals</b> (sum of 6i-6j)	\$390,000	\$115,000	\$600,000	\$142,833
Program Income	\$0	\$0	\$0	\$0



**Budget Information - Non Construction Programs**

OMB Approval No. 0348-0044

**Section A - Budget Summary**

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Kane County, Illinois Energy Efficiency and Conservation Program Administration	81.128			\$191,267	\$0	\$191,267
2. Update Kane County Energy Plan and Energy Efficiency Documents	81.128			\$60,000	\$0	\$60,000
3. Kane County Facility Audits	81.128			\$91,092	\$0	\$91,092
4. Kane County Facility Efficiency Improvements	81.128			\$858,908	\$0	\$858,908

**Section B - Budget Categories**

Object Class Categories	Grant Program, Function or Activity			
	(1) Kane County, Illinois Energy Efficiency and Conservation Program Administration	(2) Update Kane County Energy Plan and Energy Efficiency Documents	(3) Kane County Facility Audits	(4) Kane County Facility Efficiency Improvements
a. Personnel	\$120,939	\$24,744	\$542	\$7,581
b. Fringe Benefits	\$53,133	\$5,988	\$0	\$3,753
c. Travel	\$4,172	\$0	\$0	\$0
d. Equipment	\$0	\$0	\$0	\$0
e. Supplies	\$0	\$0	\$0	\$0
f. Contractual	\$13,023	\$29,268	\$90,550	\$847,574
g. Construction	\$0	\$0	\$0	\$0
h. Other	\$0	\$0	\$0	\$0
i. Total Direct Charges (sum of 6a-6h)	\$191,267	\$60,000	\$91,092	\$858,908
j. Indirect Charges	\$0	\$0	\$0	\$0
k. <b>Totals</b> (sum of 6i-6j)	\$191,267	\$60,000	\$91,092	\$858,908
Program Income	\$0	\$0	\$0	\$0

**Budget Information - Non Construction Programs**

OMB Approval No. 0348-0044

<b>Section A - Budget Summary</b>						
Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
Improvements to Methane 9 Capture and Power Generation Facilities	81.128			\$20,000	\$0	\$20,000
<b>Total (Activities 1-9)</b>				\$2,469,100	\$0	\$2,469,100
<b>Section B - Budget Categories</b>						
Object Class Categories	Grant Program, Function or Activity				Total (Activities 1-9)	
	(9) Improvements to Methane Capture and Power Generation Facilities					
a. Personnel		\$0			\$274,202	
b. Fringe Benefits		\$0			\$100,346	
c. Travel		\$0			\$4,172	
d. Equipment		\$0			\$0	
e. Supplies		\$0			\$0	
f. Contractual		\$20,000			\$1,750,380	
g. Construction		\$0			\$0	
h. Other		\$0			\$340,000	
i. Total Direct Charges (sum of 6a-6h)		\$20,000			\$2,469,100	
j. Indirect Charges		\$0			\$0	
k. <b>Totals</b> (sum of 6i-6j)		\$20,000			\$2,469,100	
Program Income		\$0			\$0	