

**KANE COUNTY**  
DIVISION of TRANSPORTATION

Carl Schoedel, P.E.  
Director of Transportation  
County Engineer



41W011 Burlington Road  
St. Charles, IL 60175  
Phone: (630) 584-1170  
Fax: (630) 584-5265

DATE: May 18, 2011

TO: Jean Weems  
County Board Office

FROM: Linda Haines

SUBJECT: May County Board

3 – Grant Agreement between Chicago Metropolitan Agency for Planning and  
County of Kane for 2012 Planning Liaison with Document Vet Sheet

TRANSMITTED FOR:

- YOUR INFORMATION AND FILE
- YOUR APPROVAL AND/OR CORRECTION
- AS REQUESTED
- SEE BELOW

REMARKS: Please have the Chairman sign, send to County Clerk for signature and seal, and  
return to our office for further processing.

Thanks.

c: Steve Coffinbargar  
Jan Ward

County of Kane  
Office of County Board  
Kane County Government Center

Karen McConnaughay  
Chairman  
630-232-5930



719 Batavia Avenue  
Geneva, Illinois 60134  
Fax 630-232-9188

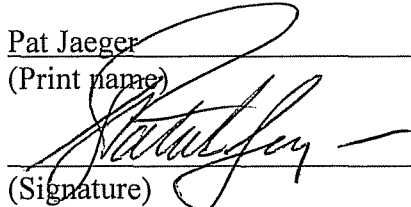
**DOCUMENT VET SHEET**  
for  
**Karen McConnaughay**  
**Chairman, Kane County Board**

Name of Document: Grant Agreement between CMAP and County of Kane for  
FY 2012 Planning Liaison

Submitted by: Linda Haines

Date Submitted: May 17, 2011

Examined by: Pat Jaeger  
(Print name)

  
(Signature)

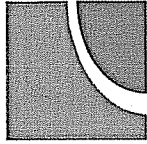
May, 2011  
(Date)

Post on Web: Yes  No  Atty. Initials \_\_\_\_\_

Comments:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Chairman signed: Yes No 5-23-11  
(Date)

Document returned to: Co. Clerk



# Chicago Metropolitan Agency for Planning

233 South Wacker Drive  
Suite 800  
Chicago, Illinois 60606

312 454 0400  
www.cmap.illinois.gov

Contract # \_\_\_\_\_

## Grant Agreement

between

**Chicago Metropolitan Agency for Planning**

And

**The County of Kane  
41W011 Burlington Rd., St. Charles, IL 60175**

FEIN/TIN \_\_\_\_\_  
DUNS No.: \_\_\_\_\_  
Telephone # **630-584-1170** \_\_\_\_\_  
Fax # **630-584-5265** \_\_\_\_\_

THIS AGREEMENT, entered into as of the 1<sup>st</sup> day of July, 2011, by and between the Chicago Metropolitan Agency for Planning, herein called CMAP, and the County of Kane, herein called GRANTEE.

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Part A	Scope of Work/Responsibilities
Part B	Compensation/Term of Agreement
Part C	General Conditions of Approval
Part D	Federal Conditions of Approval

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### **Part A. Scope of Work/Responsibilities**

**FY 2012 Planning Liaison Scope of Services  
Approved by the Council of Mayors Executive Committee on February 22, 2011**

The Planning Liaison (PL) Program is funded with Federal Metropolitan Planning funds, as allocated in the Unified Work Program (UWP). Local matching funds are provided by each local Council. The PL Program receives Core Supplemental funds to assist CMAP, as the Metropolitan Planning Organization for the Chicago region, in meeting Federal transportation planning requirements including development of a Long Range Transportation Plan, Transportation Improvement Program, and Congestion Management System. The PL Program includes five general task areas described below that will be completed using the Core Supplemental budget as allocated in the FY 2012 UWP.

#### **Communication & Public Involvement**

The PL program will be the basic communication link between CMAP and the suburban mayors. PL staff will provide information about CMAP transportation policies, programs and initiatives to local officials, provide feedback regarding those issues to the CMAP staff, committees and Board and ensure that CMAP is apprised of regional and sub-regional issues of importance to their communities. The PL program will be the primary public contact for local government projects in the Interactive TIP Map. The PL program will be the basic communication link between CMAP and the suburban mayors. PL staff will provide information about CMAP

policies, programs and initiatives indirectly related to transportation to local officials, provide feedback regarding those issues to the CMAP staff, committees and Board and ensure that CMAP is apprised of regional and sub-regional issues of importance to their communities. The PL program will actively work to assist CMAP staff with the implementation of *Go To 2040*.

#### **General Liaison**

The PL program will provide staff assistance as part of the comprehensive regional planning effort. This includes being involved in the CMAP committee structure, providing technical and other support to help achieve CMAP objectives, and participating in and providing input on regional planning efforts surrounding the Transportation Improvement Program, Congestion Management System, and *Go To 2040*, specifically the CREATE program, the STAR Line Mayors Task Force, the IDOT Eisenhower Expressway (I-290) study, the Southwest Commuter Rail Service and the Cook-DuPage Corridor Study, etc.

#### **Program Development – Surface Transportation Program**

The PL staff will facilitate the Surface Transportation Program (STP) at the discretion of local Council methodologies while meeting federal requirements. The PL staff will assist in the development of sub-regional annual and multi-year, multi-modal transportation improvement programs consistent with regional strategies and will be responsible for programming STP projects in the CMAP TIP and for facilitating the implementation of projects through the Illinois Department of Transportation.

#### **Program Monitoring**

The PL program will work with local officials, regional, state and federal agencies and consultants to ensure the timely, efficient and effective implementation of transportation projects. This will include providing regular project status reports as well as close coordination with CMAP and IDOT staff for all locally sponsored projects. The PL program will be responsible for Active Program Management, as well as review applications and assist in implementation for locally sponsored STP projects. The PL program will take an active role in the Congestion Mitigation and Air Quality (CMAQ) project application review, selection and implementation process. Additional assistance, monitoring and review will be provided for the Safe Routes to School Program, Highway Bridge Replacement and Rehabilitation Program, High Priority Projects Program, Highway Safety Improvement Program, Illinois Transportation Enhancement Program and local agency projects funded with federal earmarks.

#### **Technical Assistance**

The PL program will provide technical support and assistance regarding transportation issues to CMAP and local governments. It will provide data and analysis regarding issues of importance to regional or sub-regional agencies. The PL program will also assist communities with the MetroPulse web system and will assist CMAP with upgrades to MetroPulse.

### **Part B. Compensation/Term of Agreement**

1. Compensation. The total amount of funds allocated for this GRANT totals \$231,090.32, of which \$98,626.94 are Federal PL funds, which are subject to an 80/20 federal/local match, and \$53,903.32 are Federal PL funds, which were approved with a 50/50 federal/local match. The GRANTEE's required local match is \$78,560.06.
2. This GRANT is for staff assistance to local officials and to undertake activities in support of transportation planning, programming and management and review by the GRANTEE.
3. The GRANTEE shall submit to CMAP (1) the line item budget for the GRANT, (2) *Derivation of Effective Hourly Rate* forms for all staff supported under this agreement, (3) current organizational chart of divisions for all staff supported under this agreement, (4) resumes of staff supported by this GRANT, (5) copy of GRANTEE's travel policy (GRANTEE's travel policy must be approved by CMAP prior to start of agreement or else the CMAP travel policy limits will then be enforced) and (6) resolution of the GRANTEE's approval of the Planning Liaison Scope of Services and budget.
4. The GRANTEE shall submit to CMAP documentation of any changes to the GRANTEE's personnel, effective hourly rates, maximum hours per person and maximum expenditure per budget category including the effective date and approval date of said changes. In addition, changes to parameters specified in this Agreement are subject to CMAP procedures.
5. The GRANTEE shall employ qualified personnel to undertake the activities outlined in the Scope of Services. The GRANTEE will utilize procedures recognized by CMAP for hiring personnel, including complete documentation of the steps leading to the selection of the personnel.

6. The GRANTEE shall submit to CMAP monthly invoices within **60 days** of the end of each month, except for the final invoice, which is due no later than **July 15** at the end of the Agreement. The GRANTEE shall submit separate invoices for the activities subject to 20% local match and the activities subject to 50% local match. Invoice submittals shall be based on the latest *Effective Hourly Rates* submitted to CMAP, multiplied by the hours worked on eligible activities and the eligible expenses incurred by the GRANTEE during the subject month. The GRANTEE will submit such back up documentation as required by CMAP, including timesheets indicating eligible hours worked and leave time (sick, holiday, vacation, etc.) and receipts for eligible expenditures and updates to the expenditure spreadsheet. Calculations of staff time and direct and indirect costs shall track directly to the signed invoice voucher. Signatures of the staff performing the activities are required on timesheets verifying which hours are eligible for reimbursements.
7. The following statement is required on the Invoice Voucher: *"I certify that costs claimed have been incurred for the purposes specified in the FY 12 COM PL Grant Agreement"* and shall be followed by the signature of the person in the local agency or conference who is authorized to make such assurances. All of the monthly invoices for the fiscal year are subject to year-end deadlines as outlined in Part C General Conditions of Approval.
8. CMAP shall review said monthly invoices and back up documentation for accuracy, completeness and conformance to the Grant Agreement and budget information on file. CMAP will contact the GRANTEE if there are deficiencies. If all documents are in order, CMAP will approve the invoice and forward it for reimbursement to the GRANTEE.
9. The personnel of the GRANTEE shall attend planning liaison meetings and shall provide a quarterly written report on progress to CMAP.
10. The GRANTEE may submit an annual report at the conclusion of the contract.
11. The GRANTEE will be liable for fulfillment of the Scope of Services. CMAP will notify the GRANTEE in a timely manner of any deficiencies of the GRANTEE personnel regarding completion of required activities and other related issues. CMAP reserves the right to decline a contract with deficient GRANTEE personnel.
12. CMAP will schedule and conduct an annual review of the PL Program and the services provided by GRANTEE personnel. Meeting participants will include but are not limited to CMAP and GRANTEE and other supervisors as deemed appropriate.
13. The term of this agreement shall be for the period July 1, 2011 through June 30, 2012.

#### **Part C. General Conditions of Approval**

The following are general conditions of approval and procedural guidelines to which all projects are subject. Signatories of this Grant Agreement certify that these conditions and procedures and the conditions and procedures specific to this project will be adhered to unless amended in writing.

14. **Laws of Illinois.** This Grant shall be governed in all respects by the laws of the State of Illinois.
15. **Procurement Procedures.** All procurement transactions for Contractual Services, Commodities and Equipment shall be conducted in a manner that provides maximum open and free competition. The GRANTEE shall also meet the following minimum procedural requirements.
  - a. Solicitation of offers shall include a description of the technical requirements for the product or service to be procured.
  - b. Awards shall be made only to responsible bidders.
  - c. Small purchase procedures, which consist of obtaining price or rate quotations from an adequate number of qualified resources, may be used for products or services having a total value of not more than \$10,000.
  - d. Invitation for Bid (IFB): An IFB, with item specifications and supplier requirements, shall be publicly advertised. Formal advertising procedures shall be used for products having a total value of more than \$10,000. In addition, bids shall be solicited from an adequate number of known suppliers. Bids shall be opened publicly and a fixed-price contract award made to that

responsible bidder whose bid, conforming to the IFB, is lowest; unless that bid is rejected when there are sound documented business reasons in the best interest of the project.

- e. **Request for Proposal (RFP):** Competitive negotiation procedures shall be used to procure services having a total value of more than \$10,000. The RFP shall be publicized, proposals shall be solicited from an adequate number of qualified sources, negotiations are normally conducted with more than one source, and a cost reimbursement contract shall be awarded based on a technical evaluation of the proposals received. Award may be made to the responsible offeror whose proposal will be most advantageous to the procuring party, price and other factors considered. Unsuccessful offerors should be notified promptly. The GRANTEE shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this GRANT in performing such contract, and that the contract is subject to the terms and conditions of this GRANT.
  - f. **Sole Source:** The procurement through solicitation of a proposal from only one source (non-competitive negotiation) is allowed only if the products or services are available only from a single source. CMAP may authorize such a procedure; or, after solicitation of a number of sources, competition is determined inadequate.
  - g. The GRANTEE shall maintain records sufficient to detail the significant history of a procurement. These records shall include, but are not necessarily limited to: information pertinent to rationale for the method of procurement, selection of contract type, contractor selection or rejection, and basis for the cost or price.
  - h. No CMAP employee shall participate in the procurement of products or services if a conflict of interest, real or apparent, would be involved. No employee shall solicit or accept anything of monetary value from bidders or suppliers.
16. **Method of Payment.** Project expenditures are paid directly from federal and/or state funds. Because CMAP is responsible for obtaining federal reimbursement for project expenditures, it is necessary that CMAP monitor all procedures and documents which will be used to claim and support project-related expenditures. The following procedures should be observed to secure payment:
- a. **Invoices.** The amount shown on each invoice shall be in accordance with the rates established in the Estimated Budget by the GRANTEE and on file at CMAP. All non-labor costs, if allowable, shall be listed and itemized as provided in Compensation and Term of Agreement Section on the final page.  
Any invoices/bills issued by the GRANTEE to CMAP pursuant to this GRANT shall be sent to the following address:  
Chicago Metropolitan Agency for Planning  
Suite 800  
233 South Wacker Dr.  
Chicago, Illinois 60606  
Attn: John Allen
- All invoices shall be signed by an authorized representative of the GRANTEE.
- b. **Billing and Payment.** All invoices for services performed and expenses incurred by GRANTEE prior to July 1st of each year must be presented to CMAP no later than **July 15** of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, CMAP shall not be obligated to make payment to GRANTEE on invoices presented after said date. No payments will be made for services performed prior to the effective date of this Agreement. CMAP will send all payments to the GRANTEE'S remittance address listed in this Agreement.
17. **Allocation of Grant Funds.** The GRANTEE may spend only those funds which will be reimbursed by both CMAP or by the Federal government. This GRANT authorizes the GRANTEE to spend no more than the limit of compensation as identified in Part B Compensation/Term of Agreement in this GRANT. The GRANTEE is required to provide the local match as outlined in Part B Compensation and Term of Agreement in this GRANT.
18. **Cost Category Transfer Request.** Notification to CMAP is required for all transfers among appropriated cost categories. No transfer of funds can exceed the total GRANT. The GRANTEE must submit a written report (form provided by CMAP) to CMAP detailing the amount of transfer, the cost categories from and to which the transfer is to be made, and rationale for the transfer.

19. **Equipment Inventory.** An inventory of non-expendable personal property having a useful life of more than two years and an acquisition cost of \$500 or more is subject to periodic inspection by CMAP.
20. **Alteration or Termination.** All alterations shall be authorized in writing by CMAP and shall become part of the GRANT. This GRANT may be terminated by either party upon seven (7) days written notice. Failure to carry out the conditions set forth herein shall constitute a breach of the grant and may result in termination. The applicant GRANTEE will be paid for work satisfactorily completed prior to the date of termination.
21. **Availability of Appropriation (30 ILCS 500/20-60).** This Agreement is contingent upon and subject to the availability of funds. CMAP, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason, (2) the Governor decreases the Illinois Department of Transportation's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the Illinois Department of Transportation determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. GRANTEE will be notified in writing of the failure of appropriation or of a reduction or decrease.
22. **Work Product.** CMAP shall have access to GRANTEE'S work and applicable records and GRANTEE shall provide for such access and inspection. Interim reports shall be submitted at key milestones of the project. If a final report is prepared, a copy should be forwarded to CMAP.
23. **Audits.** The records and supportive documentation for all completed projects are subject to an on-site audit by CMAP. CMAP reserves the right to inspect and review, during normal working hours, the work papers of the independent auditor in support of their audit report.
24. **Records.** The GRANTEE shall maintain, for a minimum of three years after the completion of the GRANT, adequate books, records and supporting documents related to the grant which shall be made available for review upon request. Failure to maintain the books, records and supporting documents required by this Section shall establish a presumption in favor of CMAP for the recovery of any funds paid by CMAP under the GRANT for which adequate books, records and supporting documentation are not available to support their purported disbursement.
25. **Indemnification.** Unless prohibited by State law, the GRANTEE agrees to hold harmless and indemnify CMAP, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, arising out of any work or services performed by the GRANTEE and/or the GRANTEE'S employees, officials, agents, contractors and subcontractors in connection with this Agreement and shall defend any suit or action, whether at law or in equity, based on any alleged injury or damage of any type arising from the actions or inactions of the GRANTEE and/or the GRANTEE'S employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by CMAP and its officials, employees and agents in connection therewith.
26. **Equal Employment Opportunities -- Affirmative Action Sexual Harassment.** GRANTEE must comply with the Illinois Board of Human Rights Act and rules applicable to public grants, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
27. **Illinois Grant Funds Recovery Act.** Grant funds are available for expenditure or obligation by the GRANTEE for the period of time set out in this agreement. All funds remaining at the end of the Grant Agreement or at the expiration of the period of time GRANT funds are available for expenditure or obligation by the GRANTEE must be returned to CMAP within 45 days. Any GRANT funds which have been misspent or are being improperly held are subject to recovery in accordance with the "Illinois Grant Funds Recovery Act," 30 ILCS 705.
28. **Ownership of Documents.** All documents, data and records produced by GRANTEE in carrying out GRANTEE'S obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of CMAP and GRANTEE. CMAP shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to GRANTEE. All documents, data and records utilized in performing research shall be available for

examination by CMAP upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of CMAP, be appropriately arranged, indexed and delivered to CMAP by GRANTEE.

**29. Debt Certification.** GRANTEE and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and GRANTEE and its affiliates acknowledge CMAP may declare the contract void if this certification is false (30 ILCS 500/50-11) or if GRANTEE or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. (30 ILCS 500/50-60).

#### **Part D. Federal Conditions of Approval**

**A. Standard Assurances.** The GRANTEE assures that it will comply with all applicable federal statutes, regulations, executive orders, Federal Transit Administration (FTA) circulars, and other federal requirements in carrying out any project supported by federal funds. The GRANTEE recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The GRANTEE agrees that the most recent federal requirements will apply to the project.

**B. Certification Regarding Lobbying.** As required by the United States Department of Transportation (U.S. DOT) regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the GRANTEE's authorized representative certifies to the best of his or her knowledge and belief that for each agreement for federal assistance exceeding \$100,000:

1. No federal appropriated funds have been or will be paid by or on behalf of the GRANTEE to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of federal assistance, or the extension, continuation, renewal, amendment, or modification of any federal assistance agreement; and
2. If any funds other than federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for federal assistance, the GRANTEE assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352.
3. The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements).

The GRANTEE understands that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing federal assistance for a transaction covered by 31 U.S.C. 1352. The GRANTEE also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**C. Nondiscrimination Assurance.** As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21 at 21.7, the GRANTEE assures that it will comply with all requirements of 49 CFR Part 21; FTA Circular 4702.1A, "Title VI and Title VI - Dependent Guidelines for Federal Transit Administration Recipients," and other applicable directives, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the GRANTEE receives federal assistance.

Specifically, during the period in which federal assistance is extended to the project, or project property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the GRANTEE retains ownership or possession of the project property, whichever is longer, the GRANTEE assures that:



1. Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332 and 49 CFR Part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.
2. It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the GRANTEE assures that it will submit the required information pertaining to its compliance with these requirements.
3. It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements of 49 U.S.C. 5332 and 49 CFR Part 21 to other parties involved therein including any subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.
4. Should it transfer real property, structures, or improvements financed with federal assistance to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits.
5. The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance.
6. It will make any changes in its 49 U.S.C. 5332 and Title VI implementing procedures as U.S. DOT or FTA may request.

**D. Control of Property.** The GRANTEE certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of OMB Circular A-102 Common Rule.

**E. Cost Principles.** The cost principles of this Agreement are governed by the cost principles found in 49 CFR Part 18.22 and OMB Circular A-87, "Cost Principles for State, local or Indian tribal governments", and all costs included in this Agreement are allowable under 49 CFR Part 18.22 and OMB Circular A-87, "Cost Principles for State, local or Indian tribal governments".

**F. Debarment.** The GRANTEE shall comply with Debarment provisions as contained in 2 CFR Part 1200, as amended. The GRANTEE certifies that to the best of its knowledge and belief, the GRANTEE and the GRANTEE's principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; b) within a three-year period preceding this Agreement have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (b), above; and d) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

The inability of the GRANTEE to certify to the certification in this section will not necessarily result in denial of participation in this Agreement. The GRANTEE shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when CMAP determined whether to enter into this transaction. If it is later determined that the GRANTEE knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, CMAP may terminate this Agreement for cause. The GRANTEE shall provide immediate written notice to CMAP if at any time the GRANTEE learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this Part shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

The GRANTEE agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by CMAP. The GRANTEE Agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by CMAP, without modification, in all lower tier covered transactions and in all solicitations for lower tier

covered transactions. The GRANTEE may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless the GRANTEE knows the certification is erroneous. The GRANTEE may decide the method and frequency by which it determines the eligibility of its principals. The GRANTEE may, but is not required to, check the Non-procurement List. If the GRANTEE knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation, in addition to other remedies available to the federal government, CMAP may terminate this Agreement for cause or default. Nothing contained in this section shall be construed to require establishment of a system of records in order to render in good faith the certification required by this section. The knowledge and information of the GRANTEE is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**G. Single Audit.** The Single Audit Act of 1984 (Public Law 98-502) and the Single Audit Amendments of 1996 (P.L. 104-156) require the following:

1. State or local governments that receive \$500,000 or more a year in federal financial assistance shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133.
2. State or local governments that receive less than \$500,000 a year shall be exempt from compliance with the Act and other federal requirements.
3. Nothing in this paragraph exempts state or local governments from maintaining records of federal financial assistance or from providing access to such records to federal Agencies, as provided for in federal law or in Circular A-133 "Audits of States, Local Governments and Non-Profit Organizations."
4. A copy of the audit report must be submitted to CMAP within 30 days after completion of the audit, but no later than one year after the end of the GRANTEE's fiscal year.

**H. Drug Free Workplace.** The GRANTEE certifies that it will comply with the requirements of the federal Drug Free Workplace Act, 41 U.S.C. 702 as amended, and 49 CFR 32.

**I. Disadvantaged Business Enterprise Assurance.** In accordance with 49 CFR 26.13(a), as amended, the GRANTEE assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26, as amended. The GRANTEE assures that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from the U.S. DOT. The GRANTEE's DBE program, as required by 49 CFR Part 26, as amended, will be incorporated by reference and made a part of this Agreement for any Federal assistance awarded by FTA or U.S. DOT. Implementation of this DBE program is a legal obligation of the GRANTEE, and failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification by the Federal Government or CMAP to the GRANTEE of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Remedies Act, 31 U.S.C. 3801 *et seq.*, as amended.

**J. Assurance of Nondiscrimination on the Basis of Disability.** As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the GRANTEE assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The GRANTEE assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*, and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any applicable regulations and directives issued by other Federal departments or agencies.

**K. Procurement Compliance Certification.** The GRANTEE certifies that its procurements and procurement system will comply with all applicable third party procurement requirements of Federal laws, executive orders,

regulations, and FTA directives, and requirements, as amended and revised, as well as other requirements FTA may issue including FTA Circular 4220.1F, "Third Party Contracting Guidance," and any revisions thereto, to the extent those requirements are applicable. The GRANTEE certifies that it will include in its contracts financed in whole or in part with FTA assistance all clauses required by Federal laws, executive orders, or regulations, and will ensure that each subrecipient and each GRANTEE will also include in its subagreements and its contracts financed in whole or in part with FTA assistance all applicable clauses required by Federal laws, executive orders, or regulations.

**L. Intelligent Transportation Systems Program.** As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture."

1. In accordance with Section 5307(c) of SAFETEA-LU, 23 U.S.C. 502 note, the GRANTEE assures it will comply with all applicable requirements of Section V (Regional ITS Architecture and Section VI (Project Implementation)) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and other FTA requirements that may be issued in connection with any ITS project it undertakes financed with Highway Trust Funds (including funds from the mass transit account) or funds made available for the Intelligent Transportation Systems Program authorized by SAFETEA-LU, 23 U.S.C. 502 note.
2. With respect to any ITS project financed with Federal assistance derived from a source other than Highway Trust Funds (including funds from the Mass Transit Account) or SAFETEA-LU, 23 U.S.C. 502 note, the GRANTEE assures that it will use its best efforts to ensure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

**M. Davis-Bacon Act.** To the extent applicable, the GRANTEE will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assisted subagreements.

**N. Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF-424B and SF-424D)**

As required by OMB, the GRANTEE certifies that it:

1. Has the legal authority and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project.
2. Will give the U.S. Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;
4. Will initiate and complete the work within the applicable project time periods;
5. Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
  - Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
  - Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, which prohibit discrimination on the basis of sex;
  - Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
  - The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
  - The Drug Abuse, Prevention, Treatment and Rehabilitation Act, Public Law 92-255, and amendments thereto, 21 U.S.C. 1101 *et seq.* relating to nondiscrimination on the basis of drug abuse;

- The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Public Law 91-616, and amendments thereto, 42 U.S.C. 4541 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-2 related to confidentiality of alcohol and drug abuse patient records;
- Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing;
- Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited to, 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and Section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA programs; and
- Any other nondiscrimination statute(s) that may apply to the project.

6. Will comply with all federal environmental standards applicable to the project, including but not limited to:

- Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;
- Notification of violating facilities pursuant to Executive Order 11738;
- Protection of wetlands pursuant to Executive Order 11990;
- Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 *et seq.*;
- Conformity of federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 *et seq.*;
- Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;
- Protection of endangered species under the Endangered Species Act of 1973, as amended;
- The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 *et seq.*, which relates to protecting components or potential components of the national wild scenic rivers system.

7. Will comply with all other federal statutes applicable to the project, including but not limited to:

- Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which provides for fair and equitable treatment of persons displaced whose property is acquired as a result of federal or federally-assisted programs;
- The Hatch Act, 5 U.S.C. 1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds;
- The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
- Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470;
- Executive Order 11593, which relates to identification and protection of historic properties;
- The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 *et seq.*;
- The Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 *et seq.*, which relates to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by a federal award of assistance;
- The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 *et seq.*, which relates to prohibiting the use of lead-based paint in construction or rehabilitation of residence structures;
- The Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

**O. Energy Conservation** To the extent applicable, the GRANTEE and its third party GRANTEEs at all tiers shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Section 6321 *et seq.*

**P. Clean Water** For all contracts and subcontracts exceeding \$100,000, the GRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Water Pollution Control Act, 33 U.S.C. Section 1251 et seq.

**Q. Clean Air** For all contracts and subcontracts exceeding \$100,000, the GRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq.

**R. Eligibility For Employment In The United States** The GRANTEE shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Forms (I-9). These forms shall be used by the GRANTEE to verify that persons employed by the GRANTEE are eligible to work in the United States.

**S. Buy America** Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of satisfactory quality; or that inclusion of domestic materials will increase the cost of overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

**T. False Or Fraudulent Statements Or Claims** The GRANTEE acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Government in connection with this Project, the Government reserves the right to impose on the GRANTEE the penalties of 18 U.S.C. Section 1001, 49 U.S.C. Section 5307, 31 U.S.C. Section 3801, and 49 CFR Part 31, as the Government may deem appropriate. GRANTEE agrees to include this clause in all state and federal assisted contracts and subcontracts.

**U. Changed Conditions Affecting Performance** The GRANTEE shall immediately notify CMAP of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

**V. Third Party Disputes Or Breaches** The GRANTEE agrees to pursue all legal rights available to it in the enforcement or defense of any third party contract, and FTA or U.S. DOT and CMAP reserve the right to concur in any compromise or settlement of any third party contract claim involving the GRANTEE. The GRANTEE will notify FTA or U.S. DOT and CMAP of any current or prospective major dispute pertaining to a third party contract. If the GRANTEE seeks to name the Government as a party to the litigation, the GRANTEE agrees to inform both FTA or U.S. DOT and CMAP before doing so. The Government retains a right to a proportionate share of any proceeds derived from any third party recovery. Unless permitted otherwise by the Government, the GRANTEE will credit the Project Account with any liquidated damages recovered. Nothing herein is intended to nor shall it waive U.S. DOT's, FTA's or CMAP's immunity-to-suit.

**W. Fly America** GRANTEE will comply with 49 U.S.C. §40118, 4 CFR §52 and U.S. GAO Guidelines B-138942, 1981 U.S. Comp. Gen. LEXIS 2166, March 31, 1981 regarding costs of international air transportation by U.S. Flag air carriers.

**X. Non-Waiver** The agrees that in no event shall any action or inaction on behalf of or by CMAP, including the making by CMAP of any payment under this Agreement, constitute or be construed as a waiver by CMAP of any breach by the GRANTEE of any terms of this Agreement or any default on the part of the GRANTEE which may then exist; and any action, including the making of a payment by CMAP, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to CMAP in respect to such breach or default. The remedies available to CMAP under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.

**Y. Preference for Recycled Products** To the extent applicable, the GRANTEE agrees to give preference to the purchase of recycled products for use in this Project pursuant to the various U.S. Environmental Protection Agency (EPA) guidelines, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

**Z. Cargo Preference - Use of United States Flag Vessels.** The GRANTEE agrees to comply with 46 U.S.C. § 55305 and 46 CFR Part 381 and to insert the substance of those regulations in all applicable subcontracts issued pursuant to this Agreement, to the extent those regulations apply to the Project.

AA. GRANTEE is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores and disseminates business information about the federal government's trading partners in support of the contract award, grants and the electronic payment processes. The GRANTEE must register at <https://www.bpn.gov/ccr>.

As a sub-recipient of federal funds equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms:  
<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

All of the requirements listed in **Federally Funded Agreements**, paragraphs A through AA apply to the federally funded project. The GRANTEE agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

**Chicago Metropolitan Agency for Planning**

Attest: \_\_\_\_\_

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

Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Attest: \_\_\_\_\_

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

