

**COLES COUNTY BOARD**  
**Regular Meeting**  
**March 11, 2014**

The regular meeting of the Coles County Board was called to order at 7.00 p.m. with the following members present Mark Degler, Jan Eads, Dick Goodrick, Dan Lawrence, Brian Marvin, Stan Metzger, Ron Osborne, Nancy Purdy, Mike ZuHone with Chairman Paul Daily presiding. Absent was members John Bell, and Cory Sanders.

Following the Pledge to the Flag, the Invocation was given by Mark Degler.

**APPROVAL OF MINUTES**

Motion was made by ZuHone, seconded by Osborn to approve the February 11, 2014 County Board minutes.

AYES: Daily, Degler, Eads, Goodrick, Lawrence, Marvin,  
Metzger, Osborne, Purdy, ZuHone (10)  
NAYS: None (0)  
ABSENT: Bell, Sanders (2)

**ORDINANCE ESTABLISHING ORDINANCE PROHIBITING DRUGS, DRUG  
PARAPHERNALIA AND SYNTHETIC ALTERNATIVE DRUGS**

(For a copy of the ordinance see pages 2440-2444)

Motion was made by Degler, seconded by Metzger to approve the amended copy of the ordinance with the consent of the County Board.

AYES: Daily, Degler, Eads, Goodrick, Lawrence, Marvin,  
Metzger, Osborne, Purdy, ZuHone (10)  
NAYS: None (0)  
ABSENT: Bell, Sanders (2)

**RESOLUTION RE: DELINQUENT TAX CERT 2006-453  
DELINQUENT TAX CERT 2009-041**

(For a copy of the resolutions see pages 2445-2446)

Upon motion by Metzger, seconded by Marvin

AYES: Daily, Degler, Eads, Goodrick, Lawrence, Marvin,  
Metzger, Osborne, Purdy, ZuHone (10)  
NAYS: None (0)  
ABSENT: Bell, Sanders (2)

**RESOLUTION RE: AMEND BUDGET -HAVA**

(For a copy of the resolution see page 2447)

Upon motion by Metzger, second by Marvin

AYES: Daily, Degler, Eads, Goodrick, Lawrence, Marvin,  
Metzger, Osborne, Purdy, ZuHone (10)  
NAYS: None (0)  
ABSENT: Bell, Sanders (2)

**APPENDIX D: GOVERNING BOARD RESOLUTION  
Public Transportation Capital Assistance Grant**

(For a copy of the resolution see page 2448)

**AMENDMENT NO. 2 TO A STATE CAPITAL GRANT AGREEMENT BETWEEN  
STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION DIVISION OF  
PUBLIC AND INTERMODAL TRANSPORTATION AND COLES COUNTY**

**STATE GRANT NO. CAP-10-905-ARRA**

(For a copy of the resolutions see pages 2449-2495)

Upon motion by Metzger, second by Lawrence

AYES: Daily, Degler, Eads, Goodrick, Lawrence, Marvin,  
Metzger, Osborne, Purdy, ZuHone (10)  
NAYS: None (0)  
ABSENT: Bell, Sanders (2)

**RESOLUTION IMPOSING A TAX ON THE PRIVILEGE OF TRANSFERRING REAL  
ESTATE AND BENEFICIAL INTEREST IN REAL ESTATE**

(For a copy of the resolutions see pages 2496-2497)

Upon motion by Metzger, second by Lawrence

AYES: Daily, Degler, Eads, Goodrick, Lawrence, Marvin,  
Metzger, Osborne, Purdy, ZuHone (10)  
NAYS: None (0)  
ABSENT: Bell, Sanders (2)

**A RESOLUTION ACCEPTING A ONE YEAR \$330,000 GRANT OF SINGLE FAMILY OWNER OCCUPIED REHABILITATION FUNDS (SFOOR), AUTHORIZING THE CHAIRMAN OF THE COMMISSION OR THE EXECUTIVE DIRECTOR TO SIGN ALL DOCUMENTS INCIDENTAL TO IMPLEMENTATION OF THE GRANT PROGRAM**

(For a copy of the resolution see pages 2498-2499)

**A RESOLUTION ACCEPTING A ONE YEAR MAXIMUM \$2,500,000 (FIRST COME, FIRST SERVED) GRANT OF TRUST FUND TORNADO RELIEF, AUTHORIZING THE COLES COUNTY REGIONAL PLANNING AND DEVELOPMENT COMMISSION CHAIRMAN AND/OR EXECUTIVE DIRECTOR TO SIGN ALL DOCUMENTS INCIDENTAL TO IMPLEMENTATION OF THE GRANT PROGRAM**

(For a copy of the resolution see pages 2500-2501)

Upon motion by Metzger, second by Lawrence

AYES: Daily, Degler, Eads, Goodrick, Lawrence, Marvin,  
Metzger, Osborne, Purdy, ZuHone (10)  
NAYS: None (0)  
ABSENT: Bell, Sanders (2)

**COUNTY BRIDGE FUND PETITION  
Project No. 05-03-2014 Hutton Road District**

(For a copy of the resolution see page 2502)

Upon motion by ZuHone, second by Osborne

AYES: Daily, Degler, Eads, Goodrick, Lawrence, Marvin,  
Metzger, Osborne, Purdy, ZuHone (10)  
NAYS: None (0)  
ABSENT: Bell, Sanders (2)

**ANNOUNCEMENT OF APPOINTMENTS**

None

**ADJOURNED**

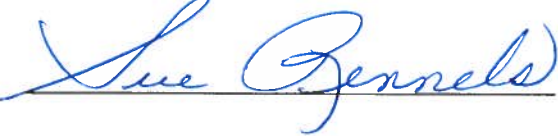
Motion by Degler, seconded by Purdy the Coles County Board was adjourned at 7:46 p.m..

AYES: Daily, Degler, Eads, Goodrick, Lawrence, Marvin,  
Metzger, Osborne, Purdy, ZuHone (10)

NAYS: None (0)

ABSENT: Bell, Sanders (2)

**ATTEST:**

  
Sue Bennett County Clerk

## ORDINANCE RE: SYNTHETIC DRUGS

NOW, BE IT THEREFORE ORDAINED by the County Board of Coles County, Illinois:

### DEFINITIONS:

All defined terms used in this Chapter which are not expressly defined herein shall have the meaning ascribed to such term in the Illinois Controlled Substances Act or the Cannabis Control Act. As used in this chapter, unless the context otherwise requires:

**CANNABIS:** Shall have the meaning ascribed to it in section 3 of the Cannabis Control Act, as if that definition were incorporated herein.

**CONTROLLED SUBSTANCES:** Shall have the meaning ascribed to it in section 102 of the Illinois Controlled Substances Act, as if that definition were incorporated herein.

**DELIVER OR DELIVERY:** The actual, constructive or attempted transfer of possession, with or without consideration, whether or not there is an agency relationship.

**DRUG PARAPHERNALIA:** All equipment, products and materials of any kind which are used, intended for use or assigned for use, in planting, propagating, cultivation, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling or otherwise introducing into the human body cannabis or a controlled substance in violation of the Cannabis Control Act or the Illinois Controlled Substances Act. It includes, but is not limited to:

1. Kits used, intended for use or designed for use in manufacturing, compounding, converting, producing, processing or preparing cannabis or controlled substances or synthetic drug compound or misbranded drug in violation of the Illinois Food, Drug and Cosmetic Act.

2. Isomerization devices used, intended for use or designed for use in increasing the potency of any species of plant which is cannabis or a controlled substance or synthetic drug compound or misbranded drug in violation of the Illinois Food, Drug and Cosmetic Act.

3. Testing equipment used, intended for use or designed for use in identifying or in analyzing the strength, effectiveness or purity of cannabis or controlled substances or synthetic drug compound or misbranded drug in violation of the Illinois Food, Drug and Cosmetic Act.

4. Scales and balances used, intended for use or designed for use in weighing or measuring cannabis or controlled substances or synthetic drug compound or misbranded drug in violation of the Illinois Food, Drug and Cosmetic Act.

5. Diluents and adulterants, such as quinine, hydrochloride, mannitol, mannite, dextrose and lactose used, intended for use or designed for use in cutting cannabis or controlled substances or synthetic drug compound or misbranded drug in violation of the Illinois Food, Drug and Cosmetic Act.

6. Separation gins and sifters used, intended for use or designed in removing twigs and seed form, or in otherwise cleaning or refining cannabis or synthetic drug compound or misbranded drug in violation of the Illinois Food, Drug and Cosmetic Act.

7. Blenders, bowls, containers, spoons and mixing devices used, intended for use or designed for use in compounding cannabis or controlled substances or synthetic drug compound or misbranded drug in violation of the Illinois Food, Drug and Cosmetic Act.

8. Capsules, balloons, envelopes and other containers used, intended for use or designed for use in packaging small quantities of cannabis or controlled substances or synthetic drug compound or misbranded drug in violation of the Illinois Food, Drug and Cosmetic Act.

9. Containers and other objects used, intended for use or designed for use in storing or concealing cannabis or controlled substances or synthetic drug compound or misbranded drug in violation of the Illinois Food, Drug and Cosmetic Act.

10. Hypodermis syringes, needles and other objects used, intended for use or designed for use in parenterally injecting cannabis or controlled substances into the human body or synthetic drug compound or misbranded drug in violation of the Illinois Food, Drug and Cosmetic Act.

11. Objects used, intended for use or designed for use in ingesting, inhaling or otherwise introducing marijuana, cocaine, hashish or hashish oil into the human body or synthetic drug compound or misbranded drug in violation of the Illinois Food, Drug and Cosmetic Act, such as:

- a. Metal, wooden acrylic, glass, stone, plastic or ceramic pipes with or without screens, permanent screens, hashish heads or punctured metal bowls.
- b. Water pipes.
- c. Carburetion tubes and devices.
- d. Smoking and carburetion masks.
- e. Roach clips, meaning objects used to hold burning materials, such as marijuana cigarette, that has become too small or too short to be held in the hand.
- f. Miniature cocaine spoons and cocaine vials.
- g. Chamber pipes.
- h. Carcuretor pipes.
- i. Electric pipes.
- j. Air driven pipes.
- k. Chillums.
- l. Bongs.
- m. Ice pipes or chillers.

A. In determining whether an object is “drug paraphernalia”, a court or other authority should consider, in addition to all other logically relevant factors, the following:

1. Statements by an owner or by anyone in control of the object concerning its use.
2. Prior convictions, if any, of an owner or of anyone in control of the object, under any state or federal law relating to any controlled substance.
3. The proximity of the object in time and space to direct violation of this chapter.
4. The proximity of the object to cannabis or controlled substance.
5. The existence of any residue of cannabis or controlled substances on the object.
6. Direct or circumstantial evidence of the intent of an owner or of anyone in control of the object to deliver it to persons who he knows or should reasonable know intend to use the object to facilitate a violation of the Cannabis Control Act or the Illinois Controlled Substances Act. The innocence of an owner or of anyone in control of the object as to a direct violation of the Cannabis Control Act or the Illinois Controlled Substances Act shall not prevent a finding that the object is

intended for use or assigned for use as “drug paraphernalia”.

7. Instructions, oral or written, provided with the object concerning its use.
8. Descriptive materials accompanying the object which explain or depict its use.
9. National and local advertising concerning its use.
10. The manner in which the object is displayed for sale.
11. Whether the owner or anyone in control of the object is a legitimate supplier of like or related items to the community, such as a licensed distributor or dealer of tobacco products.
12. Direct or circumstantial evidence of the ratio of sales of the object(s) to the total sales of the business enterprise.
13. The existence and scope of legitimate uses for the object in the community.
14. Expert testimony concerning its use.

**MANUFACTURER:** The production, preparation, propagation, compounding, conversion or processing of cannabis or controlled substances, either directly or indirectly, by extraction from substances of natural origin, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis, and includes any packaging or repackaging of cannabis or controlled substances or labeling of its container; except, that “manufacturer” does not include the preparation, compounding, packaging or labeling of cannabis or controlled substances as an incident to lawful research, teaching or chemical analysis and not for sale.

**PRODUCT CONTAINING A SYNTHETIC ALTERNATIVE DRUG:** Any product containing a synthetic cannabinoid, stimulant or psychedelic/hallucinogen, as those terms are defined herein, or a drug that is misbranded or falsely advertised as a product containing a synthetic alternative drug.

**PERSON:** any individual, corporation, government or governmental subdivision or agency, business trust, estate, trust partnership or association, or any other entity.

**PRODUCE OR PRODUCTION:** Planting, cultivating, tending or harvesting.

**STATE:** Includes the state of Illinois and any state, district, commonwealth, territory, insular possession thereof, and any area subject to the legal authority of the United States of America.

**SYNTHETIC CANNABINOID:** Any compound that functions similar to the active ingredient in marijuana, tetrahydrocannabinol (THC), including, but not limited to, any quantity of a natural or synthetic materials, compound, mixture, preparation, substance and their “analog”(including isomers, esters, ethers, salts, and salts of isomers) which have a psychedelic/hallucinogenic effect on the central nervous system and/or brain.

**SYNTHETIC PSYCHEDELIC/HALLUCINOGEN:** Any compound that functions similar to the active ingredient of any substance listed on Schedule I(d) and Schedule III(g) of the Illinois Controlled Substances Act, including, but not limited to, any quantity of a natural or synthetic material, compound, mixture, preparation, substance and their “controlled substance analog” (including salts, isomers, esters, ethers and salts of isomers) which have a psychedelic/hallucinogenic effect on the central nervous system and/or brain.

**SYNTHETIC STIMULANT:** Any compound that functions similar to the active ingredient of any substance listed on Schedule I(f), Schedule II(d) and Schedule III(b) of the Illinois Controlled Substances Act (such as cathinone, methcathinone, MDMA and MDEA), including, but not limited to, any quantity of a natural or synthetic material, compound, mixture, preparation, substance and their “controlled substance analog” (including salts, isomers, and salts of isomers) which have a stimulant effect on the central nervous system.

**UNLAWFUL USE OR POSSESSION OF DRUG PARAPHERNALIA:**

It is unlawful for any person to use or to possess with intent to use drug paraphernalia to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale, or otherwise introduce into the human body cannabis or a controlled substance in violation of the Cannabis Control Act or the Illinois Controlled Substances Act.

**POSSESSION OF NOT MORE THAN 2.5 GRAMS OF CANNABIS:**

It is unlawful for any person to knowingly possess not more than 2.5 grams of any substance containing cannabis. Any person who violates this section shall be fined in an amount not to be less than two hundred fifty dollars (\$250.00).

**DELIVERY OR INTENT TO DELIVER DRUG PARAPHERNALIA:**

A. Prohibited Generally: It is unlawful for any person to deliver, possess with intent to deliver or manufacture with intent to deliver drug paraphernalia knowing, or under circumstances where one reasonably should know, that it will be used to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test analyze, pack, repack, store, contain, inject, inhale or otherwise introduce into the human body cannabis or a controlled substance in violation of the Cannabis Control Act or the Illinois Controlled Substances Act.

B. Minors: Any person who is at least eighteen (18) years of age who violates subsection A of this section by delivering drug paraphernalia to a person under eighteen (18) years of age who is at least three (3) years his junior may be sentenced to imprisonment for a term up to twice the maximum otherwise authorized by subsection A of this section.

**ADVERTISING DRUG PARAPHERNALIA:**

It is unlawful for any person to place in any newspaper, magazine, handbill or other publication any advertisement knowing, or under circumstances where one reasonably should know, that the purpose of the advertisement, in whole or in part, is to promote the sale of objects designed or intended for use as drug paraphernalia.

**SALE OR DELIVERY OF A SYNTHETIC ALTERNATIVE DRUG:**

It is unlawful for any person to sell, offer for sale, publicly display for sale or attempt to sell, give, deliver, or barter any product containing a synthetic alternative drug.

**POSSESSION OF A SYNTHETIC ALTERNATIVE DRUG:**

It is unlawful for any person to knowingly possess or deliver a product containing a synthetic alternative drug with the intent of using the product for ingestion, consumption, inhaling, or intravenous use. In determining intent under this subsection, a trier of fact may take into



consideration, among other things: the proximity of the product to drug paraphernalia; the presence of the product on or within drug paraphernalia; the proximity of the product to a different controlled substance; and whether or not the individual in possession of the product is exhibiting physical effects commonly associated with being under the influence of a controlled substance.

**USE OF A SYNTHETIC ALTERNATIVE DRUG:**

It is unlawful for any person to be under the influence of a product containing a synthetic alternative drug.

**MANUFACTURE:**

It shall be unlawful for any person to manufacture, or assemble the ingredients with the intent to manufacture a product containing a synthetic alternative drug. In determining intent under this subsection, a trier of fact may take into consideration, among other things: the proximity of the product or ingredients to drug paraphernalia; the presence of the product or ingredients on or within drug paraphernalia; the proximity of the product or ingredients to a different controlled substance.

**PENALTIES:**

A. Any person found to be in violation of Sale or Delivery of a Synthetic Alternative Drug or Manufacture shall be subject to fine of not less than seven hundred fifty dollars (\$750.00) for each violation thereof.

B. Any person found to be in violation of Possession of a Synthetic Alternative Drug or Use of a Synthetic Alternative Drug shall be subject to fine of not less than five hundred dollars (\$500.00) and not more than seven hundred fifty dollars (\$750.00) for each violation thereof.

C. Any person found to be in violation of Sale or Deliver of a Synthetic Alternative Drug, Possession of a Synthetic Alternative Drug, Use of a Synthetic Alternative Drug, and Manufacture shall be subject to a fine as permitted above plus restitution. Restitution shall be the cost of testing the substance and associated testing expenses of not less than one hundred dollars (\$100.00) and not more than five hundred dollars (\$500.00) for each violation thereof.

D. Each violation of this ordinance, or everyday a violation continues to exist, shall constitute a new and separate violation.

ADOPTED: March 11, 2014

**RESOLUTION**

0910011D



WHEREAS, The County of Coles, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Coles, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

PLEASANT GROVE TOWNSHIP

PERMANENT PARCEL NUMBER: 11-0-02870-000

As described in certificate(s) : 200600453 sold December 2007

and it appearing to the Finance Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, Michael & Debbie Albin, has bid \$4,500.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, Joseph E. Meyer, that the County shall receive from such bid \$3,250.17 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s), the Tax Revolving Account Fund shall receive \$91.83 to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$44.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$4,500.00.

THEREFORE, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF COLES COUNTY, ILLINOIS, that the Chairman of the Board of Coles County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$3,250.17 to be paid to the Treasurer of Coles County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CLERK

\_\_\_\_\_  
COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

02-14-001

**RESOLUTION**



WHEREAS, The County of Coles, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Coles, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

**CHARLESTON TOWNSHIP**

**PERMANENT PARCEL NUMBER: 02-1-03212-000**

As described in certificate(s) : 200900041 sold October 2010

and it appearing to the Finance Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, Warren A Titus, has bid \$644.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, Joseph E. Meyer, that the County shall receive from such bid \$150.69 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s), the Tax Revolving Account Fund shall receive \$99.31 to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$44.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$644.00.

THEREFORE, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF COLES COUNTY, ILLINOIS, that the Chairman of the Board of Coles County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$150.69 to be paid to the Treasurer of Coles County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CLERK

\_\_\_\_\_  
COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

02-14-002

State of Illinois        )  
                                  )ss.  
County of Coles        )

RESOLUTION RE: AMEND BUDGET

WHEREAS, funds from the Help America Vote Act (HAVA) were received and deposited in the General Fund prior to FY 2014; and

WHEREAS, all of these funds were not depleted in fiscal years prior to FY 2014 and the 2014 budget was amended to include these funds so that expenditures can be made; and

WHEREAS, at the February 11, 2014 County Board meeting, the revenue line item was increased

WHEREAS, these funds are a part of the carry over in the General Fund; and

WHEREAS, the Finance Committee voted to forward a resolution to the County Board amending this year's budget to reduce the contingency fund to allow the expenditure of HAVA funds.

NOW, THEREFORE BE IT RESOLVED by the County Board of Coles County to amend the FY2014 budget as follows:

Reduce HAVA Revenue	01-4015-00	\$15,179.00
Reduce Contingency	01-7590-05	\$15,179.00

DATED this \_\_\_ day of \_\_\_\_\_, 2014.

ATTEST:

\_\_\_\_\_ Clerk

**Appendix D: Governing Board Resolution**

**Resolution**

No. FY14 DTIF

Resolution authorizing submittal of the application dated February 27, 2014 for a Public Transportation Capital Assistance Grant under the Illinois Department of Transportation’s general authority to make such Grants.

WHEREAS, The provision and improvement of public transportation facilities, rolling stock, equipment and services is essential to the development of safe, efficient, functional public transportation; and

WHEREAS, The Illinois Department of Transportation has the authority to make such Grants and makes funds available to offset eligible capital costs required for providing and improving public transportation facilities, rolling stock, equipment and services; and

WHEREAS, Grants for said funds will impose certain obligations upon the recipient.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF COLES COUNTY:

Section 1. That an application be made to the Division of Public & Intermodal Transportation, Department of Transportation, State of Illinois (The Department), for a financial assistance grant under the Illinois Department of Transportation’s general authority to make such Grants, for the purpose of off-setting eligible public transportation capital costs of Coles County.

Section 2. That the Chairperson of the Coles County Board is hereby authorized and directed to sign and submit such application on behalf of Coles County.

Section 3. That the Chairperson of the Coles County Board is authorized to furnish such additional information as may be required by the Department in connection with the aforesaid application for said Grant.

Section 4. That the Chairperson of the Coles County Board is hereby authorized and directed to execute on behalf of Coles County the Grant Agreement or subsequent Grant Agreement Amendments resulting from aforesaid application.

Section 5. That the Chairperson of the Coles County Board is hereby authorized and directed to sign such documents as may be required by the Department to request payment for the project funding authorized under aforesaid Grant Agreement.

PRESENT and ADOPTED the 11<sup>th</sup> day of March, 2014

\_\_\_\_\_

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Coles County Board Chair

\_\_\_\_\_  
Coles County Clerk

AMENDMENT NO. 2  
TO A  
STATE CAPITAL GRANT AGREEMENT  
BETWEEN  
STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION  
DIVISION OF PUBLIC AND INTERMODAL TRANSPORTATION  
AND

COLES COUNTY

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**STATE/FEDERAL CAPITAL ASSISTANCE GRANT AGREEMENT**

CONTRACT NO. 3905

STATE GRANT NO. CAP-10-905-ARRA

FEDERAL GRANT NO. IL-86-X001

CFDA NO. 20.509

FEDERAL PROGRAM: Section 5311  
American Recovery and Reinvestment Act (ARRA)

**NOTE: THIS GRANT AGREEMENT IS FOR COST REIMBURSEMENT ONLY AND,  
IN ACCORDANCE WITH SECTION 5 OF THE GRANT FUNDS RECOVERY ACT  
(30 ILCS 705/5), IT IS PERMITTED TO HAVE A TERM OF MORE THAN  
TWO YEARS.**

Approved as to Form  
by Chief Counsel's Office:  
REV: 1/13/14  
STATEFED (DOL)

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Exhibit A, entitled "Grantee's Application" (on file with the Department)

Exhibit B, entitled "Approved Project Budget"

Exhibit C, entitled "Certifications and Assurances for Federal Transit Administration Assistance Programs" (on file with the Department)

Exhibit D, entitled "Grantee's Board Resolution" (on file with the Department)

Exhibit E, entitled "U.S. DOL Transit Employee Protective Requirements Certification" (on file with the Department)

Exhibit F, entitled "Business Enterprise Program Certification" [See ITEM 29 for applicability]



This Amendment No. 2 to an Agreement dated October 5, 2009, between the State of Illinois, Department of Transportation, Division of Public and Intermodal Transportation and Coles County, is made and entered into by and between the parties thereto.

In consideration of the mutual covenants contained herein and in such Agreement, the Parties agree as follows:

- 1. To amend "ITEM 3 – Amount of Grant" by deleting paragraph one in its entirety and inserting in lieu thereof:

The estimated Net Project Cost is \$566,147. The Department agrees to make a grant reimbursing the Grantee in an amount not to exceed \$566,147. However, the Department (at its sole discretion) may agree to increase the amount of the Grant in excess of the amount specified herein, but in no event shall the amount(s) provided by the Department under this Agreement or any subsequent Amendment to this Agreement exceed each of the respective percentages of the items of cost shown below. The amount of the Grant is for the reimbursement of the actual costs of certain items in the Grant, as determined by the Department upon completion of the Project, to be calculated as follows:

- a. The following items will be funded by this Grant at a rate of 100% of actual net project costs in federal funds and 0% of actual net project costs in state funds:

11.42.20	ITS Hardware/Software
11.43.03a	Transit Facility Expansion

- b. The following items will be funded by this Grant at a rate of 0% of actual net project costs in federal funds and 100% of actual net project costs in state funds. Disbursement of state funds at the 100% rate will begin only after all federal funds in Item 11.43.03a in subparagraph "a" above are obligated and disbursed:

11.43.03b	Transit Facility Expansion
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- 2. To amend the "Mass Transportation Capital Grant Agreement" by deleting the Agreement dated October 5, 2009, in its entirety and replacing it with the attached agreement (REV: 01/13/14) along with its Appendices executed on the date below.

This Contract No. 3905 (hereinafter referred to as "Agreement") is made by and between the Illinois Department of Transportation, Division of Public and Intermodal Transportation, (hereinafter referred to as the "State" or "Department") and Coles County, (hereinafter referred to as the "Grantee," which term shall include its successors and assigns).

WHEREAS, the State has received a Federal Transit Administration mass transportation capital Section 5311 grant, for Project No. IL-86-X001, for the purpose of partially funding eligible capital grant projects, and

WHEREAS, the Grantee is undertaking a mass transportation capital project (the "Project") as described in the Grantee's final approved application which is incorporated herein by reference as Exhibit "A" hereto; and

WHEREAS, the Grantee is an eligible grant recipient and the Project is an eligible mass transportation project under the provisions of the Civil Administrative Code of Illinois (20 ILCS 2705, *et seq.*), and the

General Obligation Bond Act (30 ILCS 330/1 *et seq.*) (hereinafter collectively referred to as the "Acts"); and

WHEREAS, the Grantee has made application to the Department for federal or state and federal aid for the Project in accordance with one or both of the Acts and pursuant to procedures established by the Department; and

WHEREAS, the Grantee's final application, including subsequent submittals, information, and documentation as provided by the Grantee in support thereof, has been approved by the Department;

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree that the above recitals are made a part of this Agreement, that this Agreement is made to provide federal or state and federal financial assistance to the Grantee in the form of a capital grant (hereinafter referred to as the "Grant"), to set forth the terms and conditions upon which the Grant will be made and to set forth the agreement of the Parties as to the manner in which the Project will be undertaken, completed and used. The parties further agree as follows:

#### ITEM 1 - DEFINITIONS

As used in this Agreement:

- A. **"Mass Transportation Service"** means general or special transportation service provided to the public (but not school bus, charter, sightseeing service, intercity bus transportation or intercity passenger rail transportation) on a regular and continuing basis, in the service area described in the Grantee's final approved application. The term "Mass Transportation Service" also includes "public transportation" and "transit."
- B. **"Net Project Cost"** means the sum of the eligible costs incurred in performing the work on the Project, including work done by the Grantee, less proceeds from sale of scrap and replaced facilities.
- C. **"Project"** means the mass transportation capital project for which grant funds are to be used by the Grantee pursuant to this Agreement, as described in the Grantee's final approved application.
- D. **"Project Facilities"** means any facilities, equipment or real property purchased, acquired, constructed, improved, renovated or refurbished as part of the Project.
- E. **"FTA"** means the Federal Transit Administration of the United States Department of Transportation.
- F. **"FHWA"** means the Federal Highway Administration of the United States Department of Transportation.
- G. **"Government"** means both the United States federal government and the State of Illinois state government or any of its federal or state agencies.
- H. **"Contractor" or "Third Party Contractor"** means a vendor or contractor of the Grantee, paid or financed in whole or in part with federal or state assistance.

#### ITEM 2 - THE PROJECT

The Grantee agrees to undertake and complete the Project and to provide for the use of Project Facilities, in the manner set forth in the Grantee's final application that has been approved by the Department, for the amounts set forth in the Approved Project Budget, a copy of which is attached

hereto and incorporated herein as Exhibit "B", and in accordance with the requirements of this Agreement and all applicable laws and regulations. The Project, which is more particularly described in the plans, specifications and schedules set forth in the Grantee's final approved application, is generally described as follows:

11.42.20	ITS Hardware/Software
11.43.03a	Transit Facility Expansion
11.43.03b	Transit Facility Expansion

**ITEM 3 - AMOUNT OF GRANT**

The estimated Net Project Cost is \$566,147. The Department agrees to make a grant reimbursing the Grantee, only for eligible costs incurred by the Grantee, in an amount not to exceed \$566,147. However, the Department, at its sole discretion, may agree to increase the amount of the Grant in excess of the amount specified herein, but in no event shall the amount(s) provided by the Department under this Agreement or any subsequent Amendment to this Agreement exceed each of the respective percentages of the items of cost shown below. The amount of the Grant is for reimbursement of the actual costs of certain items in the Grant, as determined by the Department upon completion of the Project, to be calculated as follows:

- A. The following item(s) will be funded by this Grant at a rate of 100% of actual net project costs in federal funds and 0% of actual net project costs in state funds:

11.42.20	ITS Hardware/Software
11.43.03a	Transit Facility Expansion

- B. The following item(s) will be funded by this Grant at a rate of 0% of actual project costs in federal funds and 100% of actual net project costs in state funds, and 0% of actual net project costs in Grantee funds:

11.43.03b	Transit Facility Expansion
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No liability shall be incurred by the State in excess of the aforementioned amount(s) of the Grant.

The Grantee agrees that it will provide, or cause to be provided from sources other than (a) State funds, (b) federal funds, (c) receipts from the use of Project Facilities, or (d) operating revenues of the public transportation system, funds in an amount equal to the actual Net Project Cost less the amount of the federal funds actually paid to the Grantee in connection with this Agreement and less the amount of the state funds actually paid to the Grantee in connection with this Agreement. With the express prior written approval of the Department, all or part of this local share to be contributed by the Grantee may be provided by the Grantee in the form of contributions of professional, technical, or other services.

**ITEM 4 - THE PROJECT BUDGET**

The Approved Project Budget is set forth in Exhibit "B" hereto. The Grantee shall carry out the Project and shall incur obligations against and make disbursements of project funds only in conformity with the latest Approved Project Budget (except as expressly provided in ITEM 11(c)). The Approved Project Budget may be revised from time to time upon approval by authorized Department personnel, but no Budget or revision thereof shall be effective unless and until the Department shall have approved the same in writing. However, any amendment to the Approved Project Budget should be in accordance with the provisions of ITEM 32.

**ITEM 5 - DOCUMENTS FORMING THIS AGREEMENT**

The Parties agree that this Agreement constitutes the entire agreement between the Parties hereto, that there are no agreements or understandings, implied or expressed, except as specifically set forth in this Agreement, and that all prior arrangements and understandings related hereto are merged into or superseded by this Agreement.

The Parties hereto further agree that this Agreement consists of this State/Federal Capital Assistance Grant Agreement; together with Exhibit "A" entitled "Grantee's Application" (on file with the Department); Exhibit "B" entitled "Approved Project Budget"; Exhibit "C" entitled "Certifications and Assurances for Federal Transit Administration Assistance Programs" (on file with the Department); Exhibit "D" entitled "Grantee's Board Resolution"(on file with the Department); Exhibit "E" entitled "U.S. Department of Labor Transit Employee Protective Requirements Certification" (on file with the Department), and Exhibit "F", entitled "Business Enterprise Program Certification" [if applicable], all of which are, by this reference, specifically incorporated herein and made a part hereof.

**ITEM 6 – REVERSION OF GRANT FUNDS**

- A. Illinois Grant Funds Recovery Act - This Grant is subject to the Illinois Grant Funds Recovery Act, 30 ILCS 705/1. This grant agreement is for cost reimbursement only and, in accordance with Section 5 of the Grant Funds Recovery Act (30 ILCS 705/5), it is permitted to have a term of more than two years. This Grant is valid through September 30, 2019, and grant funds are available to the Grantee for costs incurred by the Grantee until said date unless the Department, at its discretion, grants an extension of time. Any grant funds which are not expended or legally obligated by the Grantee at the end of the Grant Agreement or by the expiration of the period of time grant funds are available for expenditure or obligation, whichever is earlier, shall be returned to the Department within 45 days. Project close-out shall be in accordance with the Project Settlement & Close-Out ITEM of this Agreement. This date is subject to further revision at the sole determination and discretion of the Department

Pursuant to Section 4 of the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 et seq., the Grantee agrees to comply with the quarterly reporting requirements set forth by the Department. In the event that the Grantee fails to comply with the reporting requirements, the Department has the right to withhold or suspend the reimbursement of grant funds to the Grantee.

The Grantee also agrees to comply with other requirements of the Illinois Grant Funds Recovery Act whereby the Department, the Auditor General or the Attorney General has the authority to inspect and audit any books, records or papers related to the grant, funds, program or project granted hereunder.

- B. Failure to Appropriate Funds and Failure of Grant Authority - This Grant, and the processing of any requisitions and the payment of any funds under this Agreement is contingent upon the availability of sufficient funds appropriated to the Department by the Illinois General Assembly and the Department's having continued authority to make or continue this Grant. The Grantee understands and agrees that the obligations of the Department to make any grants or payments under this Agreement are conditional upon funds being appropriated therefore by the General Assembly and the Department's having continued authority to make or continue this Grant. The Grantee shall not hold the Department liable for failure by the General Assembly to appropriate sufficient funds for this Project or the Department's lacking the authority to make or continue this Grant.
- C. This Grant and the processing of any requisitions from the Grantee and the payment of any funds to the Grantee is contingent upon this Project and the Grantee meeting all federal and state requirements, and is further contingent upon the Department's receipt of the federal funds for this Project.

**ITEM 7 - ACCOMPLISHMENT OF THE PROJECT**

- A. **General Requirements** - The Grantee shall commence, carry out, and complete the Project with all practicable dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement, including all documents listed in ITEM 5 above, and in compliance with all applicable laws and Department guidelines, as from time to time adopted.
- B. **Pursuant to Federal, State, and Local Law** - In the performance of its obligations pursuant to this Agreement, the Grantee and its contractors shall comply with all applicable provisions of federal, state and local law, including the applicable grant provisions of the current Master Agreement between the Department and FTA. All limits and standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements and shall not affect the application to the performance of the Project of more restrictive local standards that are not inconsistent with the limits and standards of this Agreement.

The Grantee agrees that the most recent of such state and federal requirements, in effect at any particular time, will govern the administration of this Agreement except if there is sufficient evidence in the Agreement of a contrary intent. Such contrary intent might be evidenced by a letter signed by the Department, the language of which modifies or otherwise conditions the text of a particular provision of this Agreement. Likewise, new state and federal laws, regulations, policies and administrative practices may be established after the date the Agreement has been executed that may apply to this Agreement. To achieve compliance with changing Government requirements, the Grantee agrees to include in all sub-grantee agreements and third party contracts, financed in whole or in part with Government assistance, specific notice that Government requirements may change and such changed requirements will apply to the Project. The Grantee and such contractors further agree to administer the Project in accordance with the applicable federal and state provisions, including all applicable FTA Circulars and 49 CFR Parts 18 & 19.

- C. **Funds of the Grantee** - The Grantee shall initiate and prosecute to completion all proceedings necessary to enable the Grantee to provide its share of the Project costs at or prior to the time that such funds are needed to meet Project costs.
- D. **Changed Conditions Affecting Performance (i.e., Disputes, Breaches, Defaults, or Litigation)** - The Grantee shall immediately notify the Department 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.
- E. **No Government Obligations to Third Parties** - The Department and FTA shall not be subject to any obligations or liabilities by, through, or to contractors of the Grantee or their subcontractors, or to any other person not a party to this Agreement, in connection with the performance of this Project, without its express written consent, notwithstanding its concurrence in or approval of the award by the Department or FTA of any contract or subcontract or the solicitation thereof. The Grantee agrees to include this clause in each contract and subcontract financed in whole or in part with federal and/or state assistance.
- F. **Illinois Law** - Notwithstanding federal preemption, this Agreement shall be construed in accordance with the laws of the State of Illinois.
- G. **Grantee's Responsibility for Compliance** - Irrespective of the participation of other parties or third party contractors in connection with the Project, the Grantee shall continue to have primary responsibility to the Department and FTA for compliance with all applicable federal and state requirements, statutes, regulations, executive orders, and/or the Master Agreements between the

Department and FTA (a copy of which is incorporated herein by reference) or the Grant Agreement for this Project.

#### **ITEM 8 - CONTINUANCE OF SERVICE**

The Grantee agrees to use its best efforts to continue to provide, either directly, through a service agreement, or by contract, as the case may be, the service(s) for which these Project Facilities are being acquired or constructed, as such service(s) is described in the Grantee's final, approved application. No reduction or termination of such service shall be made without compliance with all applicable statutory and regulatory provisions. At least thirty (30) days prior to (a) any reduction or termination of such service or (b) the filing of a request for such reduction or termination with the appropriate regulatory agency, whichever comes first, the Grantee shall give written notice of the proposed action (or shall require the operator of such service to give such notice) to the Department and all units of local government within the Grantee's service area.

#### **ITEM 9 – REAL PROPERTY, EQUIPMENT AND SUPPLIES**

The Grantee acknowledges that the federal government retains an interest in the Project Facilities until, and to the extent, that the federal government relinquishes its interest in such Project Facilities. Unless otherwise approved by the Department, the following conditions apply to Project Facilities financed under this Agreement:

- A. **Use of Project Facilities** - The Grantee agrees that the Project Facilities will be used for the provision of mass transportation service within the Grantee's service area substantially in the manner described in the Grantee's final, approved application. Project Facilities may be used for incidental charter or sight-seeing services when not needed for mass transportation service operations. Such Project Facilities shall be used for (a) a period of twenty (20) years from the completion of the Project, or (b) the period of the useful life of such Project Facilities as determined in accordance with generally accepted accounting principles and Department guidelines, whichever period of time is less (provided, however, real property acquired with federal funds shall be used for the originally authorized purposes of this Agreement for such longer period as may be required pursuant to 49 CFR Part 18.31 or other federal law). If, during such period, such Project Facilities are not used for the Project as required by the terms of this Agreement, or are sold or otherwise disposed of, or are withdrawn from mass transportation service at the Initiative of the Grantee, the Grantee shall immediately notify the Department, and shall at the Department's discretion, and as provided in Department guidelines, remit to the State a proportional amount of the fair market value, if any, of such Project Facilities.

If the Project Facilities include commuter parking, the Parties agree that users of the commuter parking facilities funded by this Grant may be charged a fee for the use of such facilities, but the amount of such fee shall be so established to meet reasonable maintenance and operating expenses, and to establish a sinking fund to cover major rehabilitation, or for other mass transportation related purposes as approved by the Department in writing. The Project Facilities shall be equally available for use by all commuters regardless of the place of residence, and there shall be no difference in the amount of fees charged to users of such commuter parking facilities based on place of residence.

The Grantee shall keep satisfactory records with regard to the use of the Project Facilities and shall submit to the Department upon request such information as the Department may require in order to assure compliance with this ITEM, and the Grantee shall immediately notify the Department in all cases where Project Facilities are used in a manner substantially different from

that described in the Grantee's final, approved application. The Grantee shall maintain in amount(s) and form satisfactory to the Department, such insurance or self-insurance as will be adequate to protect Project Facilities throughout the period of required use. The cost of such insurance shall not be an item of allowable cost under this Agreement. The Grantee shall also submit, from time to time, to the Department upon request, a certification that the Project Facilities are still being used in accordance with the terms of this Agreement and further certify that no part of the local contribution to the cost of the Project has been refunded or reduced.

- B. **Maintenance** - The Grantee agrees to maintain any Project Facilities at a high level of cleanliness, safety, and mechanical soundness and in accordance with any guidelines, directives, or regulations that the Department, FTA, manufacturer, or contractor may issue (the stricter standard to apply unless expressly excused by the Department), including 49 CFR Parts 18.31 - 18.34 and 19.30 - 19.37. For vehicles, the manufacturer's suggested maintenance and inspection schedule will be considered the minimum maintenance standard that must be adhered to. For vehicles, the Grantee must establish and follow a written maintenance plan which includes pre-trip inspections, a preventive maintenance program, and documentation of repairs. The Department and/or FTA shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance pursuant to this Section. The Department reserves the right to require the Grantee to restore, repair or replace Project Facilities or pay for damage as a result of abuse, neglect, or misuse of such Project Facilities.

If, at any time during the useful life of the Project Facilities, any of the Project Facilities are not used for the purposes specified in this Agreement, whether by planned withdrawal, misuse or casualty loss, the Grantee shall immediately notify and receive approval from the Department prior to disposing of such Project Facilities. Any such disposition shall be in accordance with Department procedures and this Agreement.

C. **Transfer of Project Property**

1. **Grantee Request** - The Grantee may transfer Project Facilities financed in whole or in part by the Government to an eligible recipient to be used for any public or specialized purpose with no further obligation to the Government, provided that the transfer is authorized by the Department, and FTA, if necessary, and conforms with the applicable requirements of 49 U.S.C. § 5334(h)(1) through 5334(h)(3).
2. **Government Direction** - The Grantee agrees that the Government may require the Grantee to transfer title to any Project Facilities financed with federal and/or state assistance made available by this Agreement to the State or others. The Grantee also agrees that the Government may direct the disposition of Project Facilities financed with federal and/or state assistance funds made available under this Agreement, or otherwise account for Project Facilities, as set forth by 49 CFR Parts 18.31 and 18.32.

D. **Withdrawn Property**

If any Project Facilities are not used in mass transportation service for the duration of their useful life as determined by the Department, whether by planned withdrawal, misuse or casualty loss, the Grantee agrees to notify the Department thereof within thirty (30) calendar days prior to the date of disposition.

1. **Federal and/or State Interest in Property** - Unless otherwise approved by the Government, the Grantee agrees to remit to the Department the Government interest in the fair market value of any of the Project Facilities whose unit value exceeds \$5,000, or the Project

Facility, at the option of the Department. The portion of that interest shall be determined on the basis of the ratio of the assistance provided by the Government for the particular Project Facility to the actual cost of the Project. In the event the Project Facility is prematurely destroyed by fire, casualty, or natural disaster, the Grantee may, alternatively, fulfill its responsibilities with respect to the damaged facilities by investing an amount equal to the value of the remaining Government interest in like-kind facilities that are eligible for assistance within the scope of the Project.

2. **Fair Market Value** - The following requirements apply to the calculation of fair market value:
  - a. **Project Facilities** - Unless otherwise approved in writing by the Department, the fair market value of any of the Project Facilities to be withdrawn will be the value at the time immediately before the occurrence that prompted the withdrawal of the Project Facilities from mass transportation use. The fair market value shall be calculated by one of the following: (1) appraised value consistent with state standards and federal standards, 49 CFR Part 24; (2) on a straight line depreciation of the Project Facilities, based on a useful life approved by the Department irrespective of the reason for withdrawal of Project Facilities from mass transportation use; or (3) the actual proceeds from the public sale of such property, whichever method is approved by the Department with an objective to obtain the highest fair market value. Any appraiser employed for such purposes shall have experience in appraising similar project equipment and facilities in accordance with state and federal standards. The fair market value of any of the Project Facilities lost or damaged by casualty or fire will be calculated on the basis of the condition of such property immediately before the casualty or fire, irrespective of the extent of insurance coverage.
  - b. **Exceptional Circumstances** - The Government, however, reserves the right to require another method of valuation to be used if determined to be in the best interest of the Government. In unusual circumstances, the Grantee may request that the Government approve the use of another reasonable method of determining fair market value, including but not limited to accelerated depreciation, comparable sales, or estimated market values. In determining whether to approve an alternate method, the Government may consider any action taken, omission made, or unfortunate occurrence suffered by the Grantee with respect to the preservation or conservation of the value of the particular item of property that, for any reason, has been withdrawn from service.
- E. **Disposition of Property** - After the end of its useful life, if any fixed facility (in whole or in part) or revenue service vehicle funded through this Agreement is planned to be disposed of, the Grantee shall notify the Department thereof not later than thirty (30) days prior to planned disposition.
- F. **Misused or Damaged Property** - If damage to any of the Project Facilities results from abuse, neglect, or misuse that has taken place with the Grantee's knowledge and consent, the Grantee agrees that the Government may require the Grantee to restore the Project Facilities to their original condition at the Grantee's sole expense, or refund the fair market value of the Government interest in such damaged Project Facilities.
- G. **Obligations After Project Close-Out** - A Grantee that is a governmental entity agrees that project close-out will not alter its property management obligations set forth in this Agreement and as required by 49 CFR Parts 18.31 and 18.32.
- H. **Encumbrance of Project Property** - Unless expressly authorized in writing by the Government, the Grantee agrees to refrain from:



1. Executing any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way would affect the Government interest in any of the Project Facilities; or
  2. Obligating itself in any manner to any third party which could result in an encumbrance of any of the Project Facilities.
- i. Insurance Proceeds - If the Grantee receives insurance proceeds as a result of damage or destruction to the Project Facilities, the Grantee agrees to (i) apply those insurance proceeds to the cost of replacing the damaged or destroyed Project Facilities, or (ii) return to the Department an amount equal to the remaining Government interest in the damaged or destroyed Project Facilities.

#### ITEM 10 - ETHICS

##### A. Code of Conduct

1. Personal Conflict of Interest - The Grantee shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members or agents engaged in the award and administration of contracts supported by federal or state funds. Such code shall provide that no employee, officer, board member, or agent of the Grantee may participate in the selection, award, or administration of a contract supported by federal or state funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:
  - a. The employee, officer, board member, or agent;
  - b. Any member of his or her immediate family;
  - c. His or her partner; or
  - d. An organization that employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that the Grantee's employees, officers, board members or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. The Department may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Grantee or the locality relating to such contract, subcontract, or arrangement.

The code shall also prohibit the officers, employees, board members, or agents of the Grantee from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain,

2. Organizational Conflict of Interest - The Grantee will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or the Grantee or impair the objectivity in performing the contract work.

- B. Interest of Members of or Delegates to Congress - No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Project or any benefit therefrom.
- C. Bonus or Commission - The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Grant or Agreement, upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. The State shall have the right to annul this Agreement without liability, or at its discretion to deduct such commission or fee. No State officer or employee, or member of the State General Assembly or of any unit of local government who or which contributes to the Project Funds shall be allowed to share in any part of this Agreement or to any benefits arising therefrom.
- D. 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. § 1001; 49 U.S.C. § 5307; The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.*; and U.S. DOT regulations, "Program Fraud Civil Remedies", 49 CFR Part 31, as the Government may deem appropriate. The Grantee agrees to include this clause in all state and federal assisted contracts and subcontracts.
- E. Lobbying - The Grantee agrees that it will not use federal assistance to support federal or state lobbying, and will not use federal funds to support activities designed to influence U.S. Congress or the state legislature. The Grantee certifies that it has complied with 31 U.S.C. § 1352, as amended by the Lobbying Disclosure Act of 1995 and 49 CFR Part 20. The Grantee has signed the attached Lobbying Certification (as part of Exhibit C) and will incorporate it in its applicable third party contracts and require a comparable certification from its contractors or subcontractors.
- F. Debarment - The Grantee agrees to comply with the requirements of Executive Order No. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. Department of Transportation regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the provisions of the U.S. Office of Management and Budget "Guidelines to Agencies on Governmental Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. The Grantee also agrees to obtain certifications on Debarment and Suspension from its third party contractors and subcontracts and otherwise comply with Government regulations. The Grantee has signed the attached Debarment Certification (as part of Exhibit C).
- G. Bribery - Nongovernmental grantees and third party contractors shall certify that they have not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or local government, nor has the Grantee made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of such grantees or third party contractors committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the Grantee. Such grantees and third party contractors shall further certify that they have not been barred from contracting with a unit of the State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code.
- H. Trafficking in Persons - To the extent applicable, the Grantee agrees to comply with, and assures the compliance of its contractors and subcontractors with, the requirements of the subsection 106(g) of the Trafficking Victims Protection Act of 2000, as amended, 22 U.S.C. § 7104(g), and with "Trafficking Persons: Grants and Cooperative Agreements", 2 CFR Part 175.

**ITEM 11 – ACCOUNTING, RECORDS, AND ACCESS**

- A. **Project Accounts** - The Grantee shall establish and maintain, as a separate set of accounts or as an integral but identifiable part of its current accounting scheme, accounts for the Project ("Project Account") in conformity with requirements established by the Government.
- B. **Funds Received or Made Available for the Project** – The Grantee shall appropriately record in the Project Account, and deposit in a federally insured bank or trust company, all Grant payments received by it from the Department pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project, which Department payments and other funds are herein collectively referred to as "Project Funds".

The Grantee shall require the depositories of Project Funds to secure continuously and fully all Project Funds in excess of the amounts insured under federal plans, or under state plans which have been approved for the deposit of the Project Funds by the Department, by the deposit or setting aside of collateral of the types and in the manner as described by state law for the security of public funds or as approved by FTA.

The Grantee agrees to report to the Department, at such other times as the Department may prescribe in writing, the amounts recorded, as required above, in the Project Account.

All Project Funds held by the Grantee over one (1) month shall draw interest and the amount of such interest earned shall be reported to the Department in the quarterly Project Account report. Such interest shall be applied to the Net Project Cost as directed by the Department.

- C. **Eligible Costs** - Expenditures made by the Grantee shall be reimbursable as eligible costs to the extent they meet all of the requirements set forth below. They must:
1. be made in conformance with the Grantee's final approved application and the Approved Project Budget and all other provisions of this Agreement;
  2. be necessary in order to accomplish the Project;
  3. be reasonable in amount for the goods or services purchased;
  4. be actual net costs to the Grantee (i.e., the price paid minus any refunds, rebates, or other items of value received by the Grantee that have the effect of reducing the cost actually incurred);
  5. be incurred (and be for work performed) after the date of this Agreement, unless specific authorization from the Department to the contrary is received in writing;
  6. be in conformance with the standards for allowability of costs established by the Department;
  7. be satisfactorily documented;
  8. be treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Department for the Grantee; and those approved or prescribed by the Grantee for its contractors;
  9. be eligible support and supervisory costs, but only for grantees for whom the Department has approved such costs. Such support and supervisory costs mean those supervisory costs allocated to the capital project based on an approved cost allocation plan, and support services costs. Provided however, that the Department will not consider for approval a cost allocation plan that has not been approved by either the FTA or the Grantee's cognizant

federal agency; and, provided further, that the support costs shall not exceed two (2) percent of the amount of any grant for the purchase of rolling stock and six (6) percent of the amount of any grant for all other types of capital projects; and

10. not be expenditures incurred by the Grantee which exceed the amount budgeted for a specific project line item (i.e. project element, job order or item) unless, at the time of completion of the project line item, those expenditures meet all of the following requirements:
  - a. Justification, satisfactory to the Department, is provided to explain the reason for the overexpenditure and why that overexpenditure was not anticipated prior to exceeding the budget for the project line item;
  - b. The budget for the project line item covers the full scope of the project line item, i.e., the budget of the project line item is intended to be adequate for the completion of the project line item (including, but not limited to, all engineering, material procurement, or construction);
  - c. The amount by which the expenditures exceed the budget for the project line item is less than \$10,000 or five percent of the approved budget of the project line item, whichever is less;
  - d. There are sufficient unspent funds in Contingencies which may be reallocated to the budget of the project line item;
  - e. The funds remaining in Contingencies after reallocation of the funds to the budget of the project line item are sufficient, as determined by the Department, to provide for the uncompleted portions of all project line items described in the Agreement; and
  - f. The increased expenditure will not cause the allowable Grant for the Project to be exceeded.

However, in the event that it may be impractical to determine exact costs of indirect or service functions, eligible costs will include such allowances for these costs as may be approved by the Department.

- D. Documentation of Project Costs - All costs charged to the Project, including any approved services contributed by the Grantee or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges, in form and content satisfactory to the Department.
- E. Checks, Orders, and Vouchers - Any check or order drawn by the Grantee with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Grantee stating in proper detail the purpose of which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other documents.
- F. Record Retention - The Grantee shall maintain (and shall cause its contractors and subcontractors to maintain), for a minimum of three (3) years after the completion of the Agreement, (which shall occur after the completion of settlement of audit findings), all books, records, and supporting documents to verify the amounts, receipts, disbursements, names of recipients, and uses of all funds passing in conjunction with the Agreement; the Agreement and all

books, records, and supporting documents related to the Agreement shall be available for review and audit by the Auditor General, the Department, or FTA (hereinafter "Auditing Parties"); and the Grantee agrees to cooperate fully with any audit conducted by the Auditing Parties and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the Government for the recovery of any funds paid by the Department under the Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

- G. **General Audit and Inspection** - Pursuant to all applicable Office of Management & Budget Circulars, the Grantee shall permit, and shall require its contractors to permit, the Department or any other state or federal agency authorized to perform audits and inspections, to inspect all work, work sites, materials, payrolls, and other data and records, with regard to the Project, and to audit the books records and accounts of the Grantee and its contractors with regard to the Project as required by 49 U.S.C. § 5325(g). The Department may also require the Grantee to furnish at any time prior to close-out of the Project, audit reports prepared according to generally accepted accounting principles. The Grantee agrees to comply promptly with recommendations contained in the Department's final audit report.
- H. **Unused Funds** - The Grantee agrees that upon completion of the Project, and after payment or provision for payment or reimbursement of all eligible costs, the Grantee shall refund to the Department any unexpended balance of the Grant. Prior to close-out, however, the Department reserves the right to deobligate unspent funds.
- I. **Access to Records of Grantees** - The Grantee agrees to permit the U.S. Secretary of Transportation, the Comptroller General of the United States, and to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Grantee pertaining to the Project, as required by 49 U.S.C. § 5325(g). The Grantee further agrees to provide, at as many tiers of the Project as required, sufficient access to records as needed for compliance with federal regulations or to assure proper Project management as determined by the Government.
- J. **Reporting** - At a minimum, the Grantee agrees to provide those reports required by the Department or U.S. DOT's grant management rules or guidelines and any other reports the Government may require, from time to time. Should the grant funds awarded under this Agreement equal or exceed \$25,000 in federal funding, including by addition of subsequent funds, the Grantee agrees to assist the Department in its compliance with the Federal Funding Accountability and Transparency Act (FFATA) Pub. L. 109-282, September 26, 2006, as amended by § 6202 of Pub. L. 110-252, June 30, 2008.

## ITEM 12 - REQUISITIONS AND PAYMENTS

- A. **Requests for Payment by the Grantee** - The Grantee must submit written requisitions for reimbursement of eligible costs, and the Department will honor any properly submitted requests in the manner set forth in this ITEM. In order to receive grant payments pursuant to this Agreement, the Grantee must:
  - 1. complete, execute and submit to the Department requisition forms supplied by the Department in accordance with the instructions contained therein;
  - 2. submit to the Department an explanation of the purposes for which costs have been incurred to date or are reasonably expected to be incurred within the requisition period (not more than thirty (30) days after the date of submission or as otherwise authorized by the

Department) and any vouchers, invoices, or other documentation, satisfactory to the Department to substantiate these costs;

3. where local funds are required, demonstrate or certify that the Grantee has supplied local funds adequate, when combined with the state and federal payments, to cover all costs to be incurred through the end of the requisition period;
  4. have submitted all financial and progress reports currently required by the Department; and
  5. have received approval by the Department for all budget revisions required to cover all costs to be incurred through the end of the requisition period.
- B. Payment by the Department - Only costs incurred in accordance with the terms and conditions of this Agreement shall be reimbursable. Upon receipt of the requisition form and the accompanying information, in form satisfactory to the Department, the Department will process the requisition, provided that the Grantee is not in violation of any of the terms of this Agreement, has satisfied the Department of its need for the funds requested during the requisition period, and is making progress, satisfactory to the Department, towards the timely completion of the Project. If all of these circumstances are found to exist, the Department will reimburse apparent allowable costs incurred (or to be incurred during the requisition period) by the Grantee, from time to time, but not in excess of the maximum amount of the Grant therefore as shown in the Approved Project Budget. Requisitions may not be submitted more frequently than monthly. Reimbursement of any cost pursuant to this Agreement shall not constitute a final determination by the Department of the allowability of such cost, and such payment shall not constitute a waiver of any violation of the terms of this Agreement committed by the Grantee. The Department will make a final determination as to allowability of any payments made to the Grantee only after a final audit of the Project has been concluded.

In the event the Department determines that the Grantee is not currently eligible to receive any or all of the funds requested, it shall promptly notify the Grantee stating the reasons for such determination.

- C. Disallowed Costs - in determining the amount of the Grant, the Department will exclude: (i) all Project costs incurred by the Grantee prior to the date of this Agreement, or other date specifically established by the Department, whichever is earlier; (ii) costs incurred by the Grantee which are not provided for in the latest Approved Project Budget; and (iii) except as otherwise provided in Department guidelines, costs attributable to goods or services received under a contract or other arrangement which has not been concurred in or approved in writing by the Department. Costs of construction performed by employees of the Grantee will also be disallowed as eligible Project costs unless the use of such employees is specifically approved in advance by the Department.
- D. Excluded Costs - Upon notification to the Grantee that specific amounts are owed to the Government, whether for federal claims or state claims for funds recovered from a third party or elsewhere, for excess payments, or for disallowed costs, the Grantee agrees to remit to the Government promptly the amount owed, including any interest due.

The Grantee agrees that the amount of interest due depends on whether or not the principal portion of the debt is treated as a Government claim or is treated as a debt owed to the Government. Thus, the Grantee agrees to remit interest to the Government in accordance with the following:

1. For claims pursuant to the Debt Collection Act of 1982, as amended, 31 U.S.C. §§ 3701 et seq., the Grantee agrees that the interest will be calculated in accordance with the

provisions of joint U.S. Treasury/U.S. DOJ regulations, "Standards for the Administrative Collection of Claims", at 31 CFR Parts 901.9(a)-(g).

2. For excess payments made by the Government to the Grantee that do not qualify as a "claim" for purposes of the Debt Collection Act of 1982, as amended, the Grantee agrees that the amount of interest depends on whether the Grantee is a state instrumentality or not.

A Grantee that is a state instrumentality agrees that interest will be calculated as provided by U.S. Treasury regulations, "Rules and Procedures for Efficient Federal-State Funds Transfers", 31 CFR Part 205.

A Grantee that is not a state instrumentality agrees that common law interest will be calculated as permitted by joint U.S. Treasury and U.S. Department of Justice regulations, "Standards for the Administrative Collection of Claims", at 31 CFR Part 901.9(i).

All grants, payments, and obligations of the State under this Agreement are subject to the receipt of funds by the State from FTA and/or the "Acts." The State shall not be liable to the Grantee for any failure or delay in performance of its obligations to the Grantee, including but not limited to delays in making payments to the Grantee. No debt, payment or obligation of the State or FTA to the Grantee under this Agreement shall be a general obligation of the Government, but shall be payable, if at all, only from funds received by the State from FTA and from the "Acts."

#### **ITEM 13 - RIGHT OF DEPARTMENT TO TERMINATE**

Upon written notice to the Grantee, the Department reserves the right to suspend or terminate all or part of the financial assistance herein provided for (i) when the Grantee is or has been in violation of the terms of this Agreement or any other grant between the Grantee and the Department, (ii) for just cause as deemed by the Department, or (iii) when the Department determines, in its sole discretion, that the purposes of the Acts authorizing the Grant would not be adequately served by continuation of Government financial assistance to the Project. Termination of any part of the Grant will not invalidate obligations properly incurred by the Grantee and concurred in by the Department prior to the date of termination, to the extent they are non-cancelable. Neither the acceptance of a remittance by the Department of any or all Project Funds from the Grantee nor the closing out of Government financial participation in the Project shall constitute a waiver of any claim which the Government may otherwise have arising out of this Agreement.

Upon the occurrence of any condition or conditions listed in this ITEM for termination or suspension, the Parties agree that the Government may elect, by written notice to the Grantee, to withhold or delay payment as provided in the Approved Project Budget, or any portion thereof; or, if payment or payments have already been made pursuant hereto, to recall such payment or payments or any portion thereof. The Grantee agrees that upon receipt of such notice of recall, the Grantee shall immediately return such Grant payment or payments, or any portion thereof, which the Grantee has received pursuant hereto.

The foregoing remedies shall become available to the Department if the Grantee violates the terms of this Agreement and/or if one or more of the following occurs:

- A. There is any misrepresentation of a material nature in the Grantee's Application, or amendment thereof, or otherwise in respect to this Agreement or in any document or data furnished pursuant hereto, or in any other submission of the Grantee to the Department in connection with the Grant;
- B. There is pending litigation which, in the opinion of the Secretary of the Department, may jeopardize the Grant or the carrying out of this Agreement;

- C. There has been, in connection with the Grant, any violation of the state or federal regulations, ordinances or statutes applicable to the Grantee, its officers or employees which, in the opinion of the Department, affects this Agreement;
- D. Any funds provided by the Department pursuant to this Agreement are used for an ineligible purpose;
- E. The Grantee is unable to substantiate the proper use of the Grant provided pursuant to this Agreement;
- F. The Grantee is in default under any of the provisions of this Agreement;
- G. There is a failure to make progress which, in the judgment of the Department, significantly endangers substantial completion of performance of the Project within a reasonable time;
- H. The Grantee has failed to maintain the Project Facilities as required by this Agreement;
- I. The Department determines that the purposes of the Acts would not be adequately served by continuation of state or federal assistance to the Project; or
- J. The State Legislature fails to make sufficient appropriations for this Grant.

The Grantee shall include similar provisions for suspension or termination in its third party contracts. Such contracts shall also describe conditions under which the contract may be terminated for default and for circumstances beyond the control of the contractor or subcontractor.

#### **ITEM 14 - PROJECT SETTLEMENT AND CLOSE-OUT**

Upon receipt of notice of successful completion of the Project or upon termination by the Department, the Department shall perform a final audit of the Project to determine the allowability of costs incurred, and shall make a final determination of amounts due to the Grantee under this Agreement. If the Department has made payment to the Grantee in excess of the total amount of such Grant, as determined by final audit, the Grantee shall promptly remit such excess to the Department. The Project close-out occurs when the Department notifies the Grantee that the Project is closed-out and forwards the final Grant payment, as determined by final audit, to the Grantee, or when an appropriate refund of state and federal Grant funds, as determined by final audit, has been received from the Grantee and acknowledged by the Department. Close-out shall be subject to any continuing obligations imposed on the Grantee by this Agreement or contained in the final notification or acknowledgment from the Department.

#### **ITEM 15 - GRANTEE'S WARRANTIES**

The Grantee represents that it has lawfully entered into this Agreement. The Grantee further agrees to initiate and consummate any and all other actions that may later be necessary to make this a legal and binding obligation and agreement of the Grantee. The Grantee warrants that there is no provision of its charter or by-laws, or any rules, regulations, or legislation which prohibits, voids, or otherwise renders unenforceable against the Grantee any provision or any clause of this Agreement or any law referred to in this Agreement. The Grantee warrants further (i) that it has paid all federal, state and local taxes levied or imposed and will continue to do so, excepting only those which may be contested in good faith, (ii) that the Grantee has or will obtain all licenses, permits or other authorizations required to meet the obligations assumed hereunder and (iii) that the Grantee will comply with all lawful statutes, ordinances,



rules, and regulations as may apply to the obligations assumed hereunder. The Grantee agrees that, prior to Department execution of this Agreement, the Grantee will provide to the Department:

- A. An opinion of counsel, acceptable to the Department, that the Grantee is an eligible participant in the Project, that the Grantee has complied fully with the pertinent requirements of state and federal law, its charter, bylaws and internal procedures in entering into this Agreement; that there is no pending litigation concerning the authority of the Grantee to enter into and carry out this Agreement, and that this Agreement is legally binding upon the Grantee;
- B. A certified copy of the resolution of the Grantee's governing board authorizing and approving execution of this Agreement; and
- C. An executed copy of the "IDOT & FTA Standard Certifications and Assurances for Grantees" which is referenced as Exhibit C (on file with the Department).

#### ITEM 16 - CONTRACTS OF THE GRANTEE

The Grantee shall not execute any contract or obligate itself in any other manner with any third party with respect to the Project, without the prior written approval by an authorized representative of the Department except where expressly provided otherwise in Department guidelines, or where specifically approved in writing by the Department. Each contract entered into by the Grantee must be approved by the Department prior to the Grantee executing such contract, except as provided in Department guidelines.

The Grantee shall include a requirement in all Grantee contracts with third parties, including without limitation grant agreements with a subgrantee, that the contractor or subgrantee complies with the requirements of this Agreement in performing such contract, and that the contract be subject to the terms and conditions of this Agreement.

#### ITEM 17 - PROCUREMENT

- A. Contracts - All contracts for goods, property and services exceeding \$10,000 must be approved by the Department prior to the Grantee executing or obligating itself to such contracts, unless otherwise specifically agreed to by the Department in writing. Any such contract or subcontract approved by the Department shall contain all of the contract clauses provided pursuant to this Agreement, and to conform to the requirements of FTA Circular 4220.1E, "Third Party Contracting Requirements" November 1, 2008 and any later revisions thereto, and 49 CFR § 18.36 or at 49 CFR §§ 19.40 through 19.48, and other applicable federal regulations pertaining to third party procurements and subsequent amendments thereto. The Grantee shall follow state and federal law and procedures (and local policies not inconsistent therewith) when awarding and administering contracts. The Grantee agrees to give full opportunity for free, open and competitive procurement for each contract as required by state and federal law.
- B. Exclusionary or Discriminatory Specifications - Apart from inconsistent requirements imposed by federal and state law, the Grantee agrees and shall require all of its contractors for the Project to agree that no federal or state funds shall be used to support procurement utilizing exclusionary or discriminatory specifications and it will comply with 49 U.S.C. § 5323(h).
- C. Award to Other Than the Lowest Bidder - In accordance with 49 U.S.C. § 5325(c), the Grantee may award a third party contract to other than the lowest bidder in connection with a procurement, only when such award furthers an objective (such as improved long-term operating efficiency and lower costs) consistent with the purposes of 49 U.S.C. Chapter 53, and any implementing regulations that FTA may issue.

- D. **Force Account** - FTA and the Department reserve the right to refuse or limit their participation in force account costs.
- E. **Capital Leases** - To the extent applicable, the Grantee agrees to comply with FTA regulations, "Capital Leases," 49 CFR Part 639, and any revision thereto and state capital leasing guidelines.
- F. **Buy America** - Each third party contract (valued at more than \$100,000 for Construction and Acquisition of Goods or Rolling Stock) utilizing FTA assistance must conform with 49 U.S.C. § 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR Part 661 and any later amendments thereto. The Grantee will include the applicable Buy America Certifications (as part of Exhibit C) and will incorporate its provisions as a part of every relevant third-party contract.
- G. **Cargo Preference - Use of United States Flag Vessels** - To the extent applicable, the Grantee agrees to comply with 46 CFR Part 381 and to insert the substance of those regulations in all applicable subcontracts issued pursuant to this Agreement..
- H. **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..
- I. **Bus Testing** - To the extent applicable, the Grantee agrees to comply with the requirements of 49 U.S.C. § 5318(e) and FTA regulations, "Bus Testing," 49 CFR Part 665, and any amendments to those regulations that may be promulgated.
- J. **Geographic Restrictions** - The Grantee and its contractors agree to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by federal statute, and as permitted by the Department and FTA.
- K. **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 and the Department reserve the right to concur in any compromise or settlement of any third party contract claim involving the Grantee. The Grantee will notify FTA and the Department of any current or prospective major dispute pertaining to any third party contract. If the Grantee seeks to name the Government as a party to the litigation, the Grantee agrees to inform both FTA and the Department 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 FTA's or the Department's immunity to suit.
- L. **Fly America** - The Grantee will comply with the requirements of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and with U.S. GSA regulations "Use of United States Flag Air Carriers," 41 CFR Parts 301-10.131 through 301-10.143.
- M. **Relocation & Land Acquisition** - The Grantee agrees to comply with 49 U.S.C. § 5324(a), which requires compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §§ 4601 *et seq.*, and U.S. DOT regulations "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR Part 24.
- N. **Steel Products** - The Grantee shall comply with the applicable provisions of the Steel Products Act, 30 ILCS 565, when procuring such products for construction projects funded by state funds.

- O. National Intelligent Transportation Systems (ITS) Architecture and Standards - To the extent applicable, the Grantee shall comply with the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), as amended by the SAFETEA-LU Technical Corrections Act of 2008, Pub. L. No. 110-244, June 6, 2008, § 5307(c), 23 U.S.C. § 512 note, and the provisions of FTA Notice "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any subsequent further implementing directives.

#### **ITEM 18 - THIRD PARTY CONTRACT CHANGES**

After approval thereof by the Department, no change or modification of the scope of the work or cost thereof shall be made to any contract of the Grantee, and no work shall commence and no costs or obligations incurred in consequence of such change or modification except as provided in Department guidelines, unless such change or modification is specifically approved in writing by the Department, and, where the budget is affected, until the Approved Project Budget has been amended by the Department as may be necessary to accommodate such change or modification.

#### **ITEM 19 - PRE-BID REVIEW**

Except as otherwise provided in Department guidelines or as otherwise specifically approved in writing by the Department, the Grantee agrees that, prior to advertising for any bids for any work to be performed, the Grantee shall submit one copy each of the proposed contract, plans and specifications, proposed advertisement for bids, and all related bidding documents, to the Department for approval. The bid invitation or advertisement shall include a statement that the contract to be let is subject to the terms and conditions of this Agreement between the Grantee and the State.

#### **ITEM 20 - PRE-AWARD REVIEW AND APPROVAL OF CONTRACTS AND APPROVAL OF EMINENT DOMAIN PROCEEDINGS**

Except as otherwise provided in Department guidelines or as otherwise specifically approved in writing by the Department, the Grantee agrees to obtain Department approval (i) prior to making any award to other than the low bidder, including but not limited to instances in which the Grantee determines that the low bid is not responsive or that the low bidder is not responsible or should be disqualified for other reasons; (ii) prior to award of any contract valued at \$100,000 or more; and (iii) prior to award of any contract not competitively bid. In addition, the Grantee shall obtain Department approval prior to instituting eminent domain proceedings.

#### **ITEM 21 - POST-AWARD REQUIREMENTS**

Within thirty (30) days after award of any third-party contract, the Grantee shall submit a copy of the executed contract and related documents as required by Department guidelines or when otherwise requested by the Department.

#### **ITEM 22 - ASSIGNMENT**

The Grantee agrees that this Agreement shall not be assigned, transferred, conveyed, sublet or otherwise disposed of without the prior written consent of the Department which consent may be withheld.

The Grantee agrees that no contract for construction work or professional or consulting services of any kind in connection with the Project shall be assigned, transferred, conveyed, sublet or otherwise disposed of without the prior written consent of the Department.

**ITEM 23 - BONDING REQUIREMENTS**

The Grantee agrees that each contractor and subcontractor will comply with the applicable bonding requirements established by state and federal guidelines for various contracts and subcontracts for the type of work involved in this Agreement. Such bonding requirements may include bonds for bids, performance, payment, advance payment, patent infringement, warranty of work, or maintenance bonds for both construction or non-construction contracts.

**ITEM 24 - COOPERATION IN CONNECTION WITH INSPECTION**

In connection with any inspection on behalf of the Department under this Agreement, the Grantee agrees to cooperate fully by making available to the Department reports of all prior inspections (including quality control and safety) and by performing such analyses and tests and furnishing of reports thereof as may be reasonably requested by the Department, and by allowing Department representatives to carry out any and all physical inspections of Project Facilities and examinations of Project records thereof, as may be requested, from time to time, by the Department. All such inspections shall be performed with minimum disruption or interference with the service provided or supported by this Agreement. The results or conclusions of such inspections, tests, and reports shall not be construed as altering in any way the Grantee's responsibility to conform its work to this Agreement to maintain and repair Project Facilities, maintain its work schedule, and to meet any other obligation assumed by the Grantee hereunder.

**ITEM 25 - INDEMNIFICATION AND INSURANCE**

The Grantee agrees to save harmless and indemnify the Government, and its officials, employees and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims and shall defend any suit or action, whether at law or in equity, brought based on any alleged injury (including death) or damage 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 the Government and its officials, employees and agents in connection therewith.

The Grantee agrees that it will maintain or cause to be maintained, for the duration of the Project, such self-insurance or policies of insurance as will protect the Grantee from any or all claims for damages to property (including applicable flood insurance) or for bodily injury (including death), which may arise from or in connection with the operations, actions, or inactions hereunder by the Grantee, or by anyone directly or indirectly employed by or associated with it, and the Grantee shall at all times during the Project maintain and furnish the Department with current certificate(s) evidencing all such required insurance coverage with the Government named as an additional insured and protected party where appropriate. The cost of such insurance carried by the Grantee shall not be an item of eligible Project Cost.

**ITEM 26 - NON-WAIVER**

The Grantee agrees that in no event shall any action or inaction on behalf of or by the Department, including the making by the Department of any payment under this Agreement, constitute or be construed as a waiver by the Department 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 the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department in respect to such breach or default. The remedies available to the Department 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.

**ITEM 27 - INDEPENDENCE OF GRANTEE**

In no event shall the Grantee or any of its employees, agents, contractors or subcontractors be considered agents or employees of the Government. Furthermore, the Grantee agrees that none of its employees, agents, contractors or subcontractors will hold themselves out as, or claim to be, agents, officers or employees of the Government and will not by reason of any relationship with the Grant make any claim, demand or application to or for any right or privilege applicable to an agent, officer or employee of the Government including but not limited to, rights and privileges concerning worker's compensation and occupational diseases coverage, unemployment compensation benefits, Social Security coverage or retirement membership or credit.

**ITEM 28 - LABOR LAW COMPLIANCE**

- A. General Labor Compliance - If applicable and except in a construction contract of \$2,000 or less, and except in a third party contract for supplies, materials or articles ordinarily available on the open market, the Grantee agrees to comply with the Labor Law Compliance provisions of the current Federal Capital Grant Master Agreement pertaining to the Project, if any, and all applicable state and federal laws and regulations including, but not limited to, the following: laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Grantee also agrees to require every contractor doing construction work or performing professional or consulting services in connection with the Project to agree to such compliance, including compliance with the statutory requirements of the Davis-Bacon Act, Contract Work Hours and Safety Standards Act, and Copeland "Anti-Kickback" Act.
- B. Standard Public Transportation Employee Protective Arrangements - To the extent that FTA determines that public transportation operations are involved, the Grantee agrees to carry out the public transportation operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Grant and to meet the employee protective requirements of 49 U.S.C. § 5333(b), and U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Grantee's Project from which federal assistance is provided to support work on the underlying contract. The Grantee agrees to carry out that work in compliance with the conditions stated in the U.S. DOL's certification. The requirements of this subsection, however, do not apply to any agreement financed with federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2) or subsection 3012(b) of SAFETEA-LU, for projects for nonurbanized areas authorized by 49 U.S.C. § 5311, or projects for the over-the-road bus accessibility program authorized by § 3038 of the Transportation Equity Act for the 21<sup>st</sup> Century (TEA-21), Pub. L. 105-178, June 9, 1998, as amended, and as amended by § 3039 of SAFETEA-LU, 49 U.S.C. Section 5310 note. Alternative provisions for those projects are set forth below.
- C. Public Transportation Employee Protective Arrangements for Elderly Individuals and Individuals with Disabilities Formula Program and Pilot Program - To the extent that the U.S. Secretary of Transportation determines that employee protective arrangements required by 49 U.S.C. § 5333(b) are necessary or appropriate for the Grantee participating in a project authorized by 49 U.S.C. Section 5310(b)(2) or subsection 3012(b) of SAFETEA-LU, 49 U.S.C. Section 5310 note, the Grantee agrees to carry out the Project in compliance with the terms and conditions of 49 U.S.C. § 5333(b), in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 CFR Part 215 and any amendments thereto.

- D. Public Transportation Employee Protective Arrangements for Projects in Nonurbanized Areas - If the grant involves transit operations financed in whole or in part with 49 U.S.C. § 5311 federal assistance, the Grantee agrees to comply with the terms and conditions of the most current Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor and the procedures implemented by U.S. DOL Guidelines in accordance with "Section 5333(b), Federal Transit Law," 29 CFR Part 215, or any revisions thereto.
- E. Employee Protective Arrangements for Projects Financed by Over-the-Road Bus Accessibility Program - To the extent applicable, the Grantee agrees to comply with the terms and conditions of the most current Special Warranty for the Over-the-Road Buss Accessibility Program agreed to by the U.S. Secretary of Transportation and Labor, and with the U.S. DOT guidelines, "Section 5333(b), Federal Transit Law," 29 CFR Part 215 and any revisions thereto.
- F. Third Party Contracts - The Grantee agrees to include any applicable requirements of this ITEM in each contract and subcontract involving transit operations financed in whole or in part with federal assistance provided by FTA.
- G. The Grantee agrees to comply with the specific U.S. Department of Labor Transit Employee Protective Requirements referenced as Exhibit E (on file with the Department).

**ITEM 29 - CIVIL RIGHTS**

- A. Federal Nondiscrimination - The Grantee agrees to comply with, and assure the compliance by its third party contractors and subcontractors under this Project, with all requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d *et seq.*; Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101; Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*; Federal Transit Law at 49 U.S.C. § 5332; 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; and FTA Circular 4702.1A, "Title VI and Title VI -- Dependent Guidelines for Federal Transit Administration Recipients", May 13, 2007.
- B. Federal Equal Employment Opportunity - The following requirements apply to the Project and the Grantee agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance provided by FTA:
  - 1. General Requirement: The Grantee agrees as follows:
    - a. Discrimination Prohibited - In accordance with 42 U.S.C. § 2000e, 49 U.S.C. § 5332, the Grantee agrees comply with any applicable federal statutes, executive orders, regulations, and federal policies including the U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Part 60 *et seq.*, (which implement E.O. No. 11246, "Equal Employment Opportunity," as amended by E.O. No. 11375, "Amending E.O. 11246 Relating to Equal Employment Opportunity,") that may in the future affect construction activities undertaken in the course of this Project. The Grantee agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to race, color, creed, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Grantee agrees to comply with any implementing requirements FTA may issue.

- b. **EEO Program Incorporated by Reference** - If the Grantee is required to submit and obtain approval of its EEO program, that EEO program approved by the Government is incorporated by reference and made part of this Agreement. Failure by the Grantee to carry out the terms of that EEO program shall be treated as a violation of this Agreement. Upon notification of its failure to carry out the approved EEO program, the Government may impose such remedies as it considers appropriate, including termination of financial assistance, or other measures that may affect the Grantee's eligibility to obtain future financial assistance in transportation projects.
2. **Age** - In accordance with 49 U.S.C. § 5332, the Grantee agrees to refrain from discrimination against present and prospective employees for reasons of age. The Grantee further agrees to comply with the applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.*, with U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Financial Assistance," 45 CFR Part 90, and with The Age Discrimination in Employment Act (ADEA), 29 U.S.C. Sections 621 through 634 and with U.S. Equal Employment Opportunity Commission regulations, "Age Discrimination in Employment Act," 29 CFR Part 1625.
3. **Disabilities** - In accordance with 42 U.S.C. § 12101, the Grantee agrees that it will comply with the requirements of 29 CFR Part 1630, pertaining to the employment of persons with disabilities. In addition, the Grantee agrees to comply with any implementing regulations FTA may issue.
4. **Sex** - In accordance with Title IX of the Educational Amendments of 1972, as amended, 20 U.S.C. §§ 1681 *et seq.*, and with implementing federal regulations that prohibit discrimination on the basis of sex that may be applicable, the Grantee agrees to comply with prohibitions against discrimination on the basis of sex, and any federal requirements that may be promulgated.
5. **Language Proficiency** - In accordance with Executive Order No. 13166, the Grantee agrees to comply with the applicable provisions of said Executive Order "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. Section 2000d-1 note and with the provisions of U.S. DOT Notice, "DOT Policy Guidance Concerning Recipient's Responsibilities to Limited English Proficiency Persons," 70 Fed. Reg. 74087. December 14, 2005
- C. **Illinois Human Rights Act** - The Grantee shall comply with the "Equal Employment Opportunity Clause" required by the Illinois Department of Human Rights. It is understood that the term "contractor" shall also mean "Grantee." The Equal Employment Opportunity Clause reads as follows and shall apply to the Project:

In the event of the Grantee's non-compliance with any provisions of the Illinois Equal Employment Opportunity Clause, the Illinois Human Rights Act Rules and Regulations of the Illinois Department of Human Rights (hereinafter "Department" for this subsection only), the Grantee may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, the Grantee agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an

unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the Grantee's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Grantee in its efforts to comply with such Act and Rules and Regulations, the Grantee will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
7. That it will include verbatim or by reference the provisions of this ITEM in every contract and subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Agreement, the Grantee will be liable for compliance with applicable provisions of this clause by such contractors and subcontractors; and further it will promptly notify the contracting agency and the Department in the event any contractor or subcontractor fails or refuses to comply therewith. In addition, the Grantee will not utilize any contractor or subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.



- D. **Sexual Harassment** - The Grantee will have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act, 775 ILCS 5 et seq. A copy of the policies shall be provided to the Department upon request.
- E. **Disadvantaged Business Enterprise (DBE)** - To the extent required by federal law, regulation, or directive, the Department encourages all of its Grantees to make a good-faith effort to contract with DBEs. Grantees who receive more than the minimal federal assistance threshold (currently \$250,000 in FTA capital and operating funds, exclusive of funds for transit vehicle purchases, see 49 CFR Part 26.87 or \$100,000 in planning funds) agree to facilitate participation of Disadvantaged Business Enterprises (DBE) as follows:
1. The Grantee agrees to comply with Section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26, including any amendments thereto.
  2. The Grantee agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. DOT assisted contract. The Grantee agrees to take all necessary and reasonable steps under 49 CFR Part 26 to ensure that eligible DBEs have the maximum feasible opportunity to participate in U.S. DOT assisted contracts. The Grantee DBE program, if required by 49 CFR Part 26 and as approved by U.S. DOT is incorporated by reference in this Agreement. Implementation of this program is a legal obligation, and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Grantee of its failure to carry out its approved program, U.S. DOT may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 et seq.
  3. The Grantee agrees to include the following clauses in all agreements between the Grantee and in all third party contracts funded in whole or in part with Government assistance:
    - a. "The Grantee or subcontractor, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this (contract or agreement). The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT assisted (contracts or agreements). Failure by the (contractor, or subcontractor) to carry out these requirements is a material breach of the (contract or agreement), that may result in the termination of this (contract or agreement) or such other remedy as the Department deems appropriate."
    - b. "The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 60 days from the receipt of each payment the prime contractor receives from (the Grantee). The prime contractor agrees further to return retainage payments to each subcontractor within 60 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of (the Grantee)."

F. Disabilities

1. Americans with Disability Act (ADA) - The Grantee shall comply with all applicable state and federal requirements under the ADA.
  2. Access Requirements for Individuals with Disabilities - The Grantee agrees to comply with 49 U.S.C. § 5301(d); the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101 et seq.; § 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq.; and the following regulations and any amendments thereto:
    - a. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37.
    - b. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
    - c. U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles." 36 CFR Part 1192, and 49 CFR Part 38;
    - d. U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
    - e. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
    - f. U.S. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;
    - g. U.S. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the ADA," 29 CFR Part 1630;
    - h. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F;
    - i. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609.
    - j. U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194.
  3. Over-the-Road Bus Accessibility Program (OTRB) - The Grantee agrees to comply with § 3038 of TEA-21, as amended by § 3039 of SAFETEA-LU, 49 U.S.C. § 5310 note. The Grantee also agrees to comply with U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37, Subpart H, and with joint U.S. ATBCB/U.S. DOT regulations, "Americans with Disabilities Accessibility Specifications for Transportation Vehicles," 35 CFR Part 1192 and 49 CFR Part 38.
- G. Confidentiality - Drug or Alcohol Abuse - To the extent applicable, the Grantee agrees to comply with the confidentiality and other Civil Rights provisions of the Drug Abuse Office And Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 et seq., the Comprehensive Alcohol Abuse And Alcoholism Prevention, Treatment, And Rehabilitation Act of 1970, as amended, 42 U.S.C.

§§ 4541 *et seq.*, and with the Public Health Service Act of 1912, 42 U.S.C. §§ 201 *et seq.* and any amendments thereto.

- H. **Seat Belt Use** - The Grantee shall encourage on-the-job seat belt use policies and programs for its employees in accordance with U.S. Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note.
- I. **State Business Enterprise Program** -- [Applicable to this Agreement only if the amount of State funds in the Grant is \$250,000 or more for construction and/or professional services], the Grantee agrees, pursuant to the State Finance Act, 30 ILCS 105/45, to comply with Section 6(d) of the Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575 and Section 2-105 of the Illinois Human Rights Act, 775 ILCS 5/2-105. In addition, prior to the execution of this Agreement, the Grantee will submit to the Department the written certification which is made a part hereof as "Exhibit F."

The Grantee also agrees to include the requirements of this ITEM in each applicable contract or subcontract financed in whole or in part with federal assistance.

#### ITEM 30 - SEVERABILITY

The Parties agree that if any provision of this Agreement is held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the purposes, terms and requirements of applicable law.

#### ITEM 31 - INTELLECTUAL PROPERTY

##### A. **Patent Rights**

1. In accordance with 37 CFR Part 401, if any invention, improvement, or discovery of the Grantee or any of its third party contractors is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Grantee agrees to notify the Department and FTA immediately and provide a detailed report. The rights and responsibilities of the Grantee, third party contractors and the Government with respect to such invention, improvement, or discovery will be determined in accordance with applicable state and federal laws, regulations, policies, and any waiver thereof.
2. The Grantee agrees to include this ITEM in its third party contracts for planning, research, studies, development, or demonstration under this Project.

##### B. **Rights in Data and Copyrights**

1. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to project administration.
2. The following federal restrictions apply to all subject data first produced in the performance of this Agreement:

- a. Except for its own internal use, the Grantee may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Grantee authorize others to do so, without the written consent of the Government, until such time as the Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to agreements with academic institutions.
  - b. As authorized by 49 CFR Part 18.34 and 49 CFR Part 19.36, the Government reserves a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for "federal and state government purposes:"
    - i. Any subject data developed under a grant, cooperative agreement, subgrant, sub-agreement, or third party contract, irrespective of whether or not a copyright has been obtained; and
    - ii. Any rights of copyright to which a Grantee, or a third party contractor purchases ownership with federal or state assistance.
3. When the Government provides assistance to a Grantee for a Project involving planning, research, development, or a demonstration, it is generally FTA's and the Department's intent to increase the body of public transportation knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless FTA or the Department determines otherwise, the Grantee of Government assistance to support planning, research, or development or a demonstration project financed under the Acts, as amended, understands and agrees that, in addition to the rights set forth in subparagraph (B)(2) of this ITEM, the Government may make available to the Grantee and/or any third party contractor or third party subcontractor, either Government's license in the copyright to the subject data derived under this Agreement or a copy of the subject data first produced under this Agreement. In the event that such a Project, which is the subject of this Agreement, is not completed for any reason whatsoever, all data developed under that Project shall become data as defined in subparagraph (B)(1) of this ITEM and shall be delivered as the Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or programs for the Grantee's use, which costs are financed in whole or in part with Government assistance for transportation capital projects.
4. Unless prohibited by state law, the Grantee agrees to indemnify, save and hold harmless the State of Illinois and FTA, their officers, agents, and employees acting within the scope of their official duties, against any liability, including costs and expenses, resulting from any willful or intentional violation by the Grantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement. However, the Grantee shall not be required to indemnify the State of Illinois and FTA for any such liability arising out of the wrongful acts of employees or agents of the Government.
5. Nothing contained in this ITEM pertaining to rights in data shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Department and FTA under any patent.
6. The requirements of subparagraphs (B)(2), (3), and (4) of this ITEM do not apply to material furnished to the Grantee by the Government and incorporated in the work carried out under

the Agreement; provided that such incorporated material is identified by the Grantee at the time of delivery of such work.

7. Unless the Government determines otherwise, the Grantee agrees to include the requirements of subparagraphs (B)(1) through (B)(6) of this ITEM in its third party contracts for planning, research, studies, development, or demonstration under this Project.
8. The Grantee understands and agrees that data and information submitted to the Government may be required to be made available under the Freedom of Information Act or other federal statutes in accordance with 49 CFR Part 19.36(d), or by subsequent laws or regulations.

C. Export Control

The Grantee agrees that it will not export any technical information to any countries or foreign persons without first obtaining the necessary licenses as required by export control regulations.

**ITEM 32 - AMENDMENT**

The Parties agree that no amendment to this Agreement, or any Exhibits or Attachments hereto, shall be of any force or effect unless the amendment is dated, reduced to writing, executed by both parties, and attached to and made a part of this Agreement. No work shall be commenced and no costs or obligations shall be incurred in consequence of any amendment to this Agreement or any attachments hereto unless and until such amendment has been executed and made a part of this Agreement and the Approved Project Budget has been amended to conform thereto.

**ITEM 33 - SCHOOL BUS AND CHARTER SERVICES OPERATIONS**

- A. School Bus Operations - Pursuant to 20 ILCS 2705/2705-305(f), 49 U.S.C. §§ 5323(f) or (g), as applicable, and FTA regulations, "School Bus Operations," 49 CFR Part 605,, and as a condition of receiving grant monies from the Department, the Grantee certifies, by signing this Agreement, that it is not engaged in school bus operations exclusively for the transportation of students and school bus personnel in competition with private school bus operators where such private school bus operators are available to provide adequate transportation at reasonable rates in conformance with applicable safety standards. If the Grantee does engage in school bus operations exclusively for the transportation of students and school bus personnel as described above, then the Grantee certifies that it operates a school system in the area to be served thereby and operates a separate and exclusive school bus program for the school system. The Grantee also certifies that the Project is not financed under 49 U.S.C. Chapter 53 or under 23 U.S.C. §§ 133 or 142. The Grantee further agrees and certifies that it shall immediately notify the Department in writing of its involvement in or its intention to become involved in any school bus operation prohibited by Section 2705-305(f) after the date of this certification and this Agreement.
- B. Charter Bus Operations - Neither the Grantee nor any transit operator performing work in connection with a Project financed under 49 U.S.C. Chapter 53 or under 23 U.S.C. §§ 133 or 142 will engage in charter service operations, except as permitted by 49 U.S.C. § 5323(d) and FTA regulations "Charter Service," 49 CFR Part 604, and any subsequent Charter Service regulations or federal directives that may be issued, except to the extent that FTA determines otherwise in writing. Any charter service agreement entered into under these regulations is incorporated into this Agreement by reference.

The Grantee agrees not to engage in either school bus or charter operations, and has further signed the certification referenced hereto as part of Exhibit C. If the Grantee or any operator violates the charter or

the Agreement; provided that such incorporated material is identified by the Grantee at the time of delivery of such work.

7. Unless the Government determines otherwise, the Grantee agrees to include the requirements of subparagraphs (B)(1) through (B)(6) of this ITEM in its third party contracts for planning, research, studies, development, or demonstration under this Project.
8. The Grantee understands and agrees that data and information submitted to the Government may be required to be made available under the Freedom of Information Act or other federal statutes in accordance with 49 CFR Part 19.36(d), or by subsequent laws or regulations.

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**ITEM 32 - AMENDMENT**

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- B. Charter Bus Operations - Neither the Grantee nor any transit operator performing work in connection with a Project financed under 49 U.S.C. Chapter 53 or under 23 U.S.C. §§ 133 or 142 will engage in charter service operations, except as permitted by 49 U.S.C. § 5323(d) and FTA regulations "Charter Service," 49 CFR Part 604, and any subsequent Charter Service regulations or federal directives that may be issued, except to the extent that FTA determines otherwise in writing. Any charter service agreement entered into under these regulations is incorporated into this Agreement by reference.

The Grantee agrees not to engage in either school bus or charter operations, and has further signed the certification referenced hereto as part of Exhibit C. If the Grantee or any operator violates the charter or

school bus agreement required by 49 U.S.C. § 5323(f), the violator will be barred from receiving federal transit assistance in an amount to be determined by FTA or U.S. DOT.

#### ITEM 34 - CONSTRUCTION CONTRACTS

If construction contracts are to be implemented using assistance from this Agreement, the following additional provisions apply to the Grantee and the Grantee's third party construction contracts:

- A. **Seismic Requirements** - The Grantee agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. §§ 7701 *et seq.*, Executive Order No. 12899, "Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction," 42 U.S.C. §§ 7704 note, and with DOT regulations, "Seismic Safety," 49 CFR Part 41, during the construction of new buildings or additions to existing buildings.
- B. **Contract Security** - The Grantee agrees to follow the requirements of 49 CFR Part 18.36(h), and FTA guidelines with regard to bid guarantees and bonding requirements.
- C. **Liquidated Damages** - If appropriate, the Grantee agrees to include a clause providing for liquidated damages for delay in its third party contracts for construction. Liquidated damages clauses are appropriate if the parties may be reasonably expected to suffer damages (such as increased costs of the Project involved) from the late completion of the construction and the extent or amount of such damages would be difficult or impossible to determine. The assessment for damages shall be at a specific rate per day for each day of overrun in contract time, and the rate must be specified in the third party contract. Any liquidated damages recovered shall be credited to the Project account involved unless the Government expressly agrees otherwise. The Grantee agrees that proportionate shares of all liquidated damages assessed under this Agreement shall be credited to the state and federal governments in amounts equivalent to the percentages of the Project funded by each, and the Grantee shall be credited a proportionate share of the liquidated damages in an amount equivalent to the percentage of the Project funded by the Grantee.
- D. **Safety Standards** - Pursuant to Section 107 of the Contract Work Hours and Safety Standards Act and Department of Labor regulations, "Safety and Health Regulations for Construction" 29 CFR Part 1926, no laborer or mechanic working on a construction contract shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety as determined under construction and health standards promulgated by the Secretary of Labor.
- E. **Signs** - The Grantee agrees to cause to be erected at the site of construction, and to maintain during construction, signs satisfactory to FTA identifying the Project and indicating that the Government is participating in the development of the Project.

In the event that the Project is funded by the American Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. No. 111-5, February 17, 2009, the Grantee agrees to cause to be erected or placed on the Project a sign identifying the Project as funded by ARRA. The Grantee shall follow the Department's guidelines and ensure that the sign is satisfactory to the Department, including but not limited, to placing the sign for maximum public identification of the Project, maintaining the sign in good condition until completion of the Project, and removing the sign upon completion of the Project.

- F. **Project Management for Major Capital Projects** - To the extent applicable, the Grantee agrees to comply with FTA regulations, "Project Management Oversight," 49 CFR Part 633, and any amendments thereto and with FTA Circular 5800.1, "Safety and Security Management Guidance for Major Capital Projects", August 1, 2007.

**ITEM 35 - LABOR PROVISION**

- A. **Construction Contracts** - Pursuant to Department of Labor regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5, the following provisions shall be incorporated in each construction contract of \$2,000 or more let by the Grantee in carrying out the Project:

1. **Minimum Wages**

- a 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 the 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 29 CFR Part 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs that 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 at 29 CFR Part 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 29 CFR Part 5.5(a)(1)(ii) 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.

- b Whenever the minimum wage rate prescribed into 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.
- c 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.



- d. i. The contracting officer shall require that any class of laborers or mechanics that is not listed in the wage determination and that 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 therefor only when the following criteria have been met:
    - A. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
    - B. The classification is utilized in the area by the construction industry; and
    - C. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
  - ii. 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, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (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.
  - iii. 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 thirty (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.
  - iv. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR Part 5.5(a)(1)(ii)(B) or 29 CFR Part 5.5(a)(1)(ii)(C), 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.
2. **Withholding** - The Grantee 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 Agreement or any other federal contract with the same Grantee or any other federally assigned 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 FTA assisted Project), all or part of the wages required by the contract, the Grantee 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**

- a. 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 FTA assisted Project). Such records shall contain the name, address, and social security number of each 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)(1)(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 Part 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 costs 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.
- b.
  - i. The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to FTA if FTA is a party to the contract, but if FTA is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to FTA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock No. 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
  - ii. 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 supervised the payment of the persons employed under the contract and shall certify the following:
    - A. That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5(a)(3)(i) and that such information is correct and complete.
    - B. 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 at 29 CFR Part 3.

- C. 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.
- iii. 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 29 CFR Part 5.5(a)(3)(ii)(B).
- iv. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. § 1001 and 31 U.S.C § 231.
- c. The contractor or subcontractor shall make the records required under 29 CFR Part 5.5(a)(3)(i) available for inspection, copying, or transcription by authorized representatives of FTA 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, FTA 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 Part 5.12.

4. Apprentices and Trainees

- a. **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, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau, 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 Bureau of Apprenticeship and Training 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 journeyman's 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, fringe benefits shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a state apprenticeship agency recognized by the Bureau, withdraws approval of any 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.

- b. Trainees - Except as provided in 29 CFR Part 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's 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's wage rate on the wage determination that 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.
- c. Equal Employment Opportunity - The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformance with the equal employment opportunity requirements of Executive Order No. 11246, as amended, and 29 CFR Part 30.
5. Compliance with Copeland "Anti-Kickback" Act Requirements - The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated herein by reference.
6. Contract Termination: Debarment - A breach of the contract clauses in 29 CFR Part 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR Part 5.12.
7. 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 incorporated herein by reference.
8. Disputes Concerning Labor Standards - Disputes arising out of the labor standards provisions of this Agreement shall not be subject to the general disputes clause of this Agreement. 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 contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

9. **Certification of Eligibility**

- a. By entering into a third party contract financed under this Agreement, the contractor certifies that neither it (nor he nor she) nor any person or firm that 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 Part 5.12(a)(1).
- b. No part of this third party 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, 29 CFR Part 5.12(a)(1).
- c. The penalty for making false statement is prescribed in the U.S. Criminal Code, 18. U.S.C. § 1001.

10. **Contract Work Hours & Safety Standards Act** – The Grantee shall require contractor to comply with the applicable provisions of 40 U.S.C. §§ 3701 *et seq.*, and 29 CFR Part 5.

11. **Subcontracts** - The contractor shall insert into any subcontracts the clauses set forth in this SUB-ITEM (A)(1)-(10) of this agreement and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this SUB-ITEM (A)(1)-(10) of this Agreement.

B. **Nonconstruction Contracts** - Pursuant to Department of Labor regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5, the following provisions shall be incorporated in all nonconstruction contracts of \$2,500 or more let by the Grantee in carrying out the Project:

1. **Nonconstruction Contracts** - The requirements of the clauses contained in 29 CFR Part 5.5(b) are applicable to any contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 *et seq.*, and not to any of the other statutes cited in 29 CFR Part 5.1. 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 clause shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the FTA, U.S. Department of Transportation, or the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.
2. **Nonconstruction Subcontracts** - The contractor or subcontractor shall insert in any subcontract the clauses set forth in 29 CFR Part 5.5(b), and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR Part 5.5(b) involving overtime pay, unpaid wages and withholding for unpaid wages.

- C. State and Local Government Employees - The provisions of the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.*, as amended, apply to state and local government employees participating in the FTA assisted Project with the Grantee.
- D. Illinois Public Works Preference Act - To the extent applicable and consistent with federal law, the Grantee shall include in all third party contracts the applicable provisions of the Illinois Public Works Preference Act, 30 ILCS 580.
- E. Employment of Illinois Workers - To the extent applicable and consistent with federal law, the Grantee agrees to include in all third party contracts the applicable provisions of the Employment of Illinois Workers on Public Works Act, 30 ILCS 570.

#### ITEM 36 - SUBSTANCE ABUSE/DRUG FREE WORKPLACE ACT

The Grantee agrees to comply with the Illinois Drug Free Workplace Act, 30 ILCS 580, and U.S. DOT Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 701 *et seq.*, and U.S. DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 49 CFR Part 32, and with FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, that implement 49 U.S.C. § 5331 and any other guidance pertaining to substance abuse (drugs and alcohol) that may be promulgated, and the Grantee has signed the Drug Free Workplace Certification referenced in this Agreement (as part of Exhibit C).

If applicable, the Grantee also agrees to comply with all aspects of the anti-drug program outlined in the "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" regulation, 49 CFR Part 655, that implement 49 U.S.C. § 5331, and to require contractors and subcontractors, when applicable, to do the same.

#### ITEM 37 - ENVIRONMENTAL REQUIREMENTS

The Grantee recognizes that many federal and state statutes imposing environmental, resource conservation, and energy requirements may apply to the Project including: the National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321 through 4335; the Clean Air Act (CAA), as amended, 42 U.S.C. §§ 7401 through 7671q and scattered sections of Title 29 United States Code; the Clean Water Act (CWA), as amended, 42 U.S.C. §§ 6901 through 6992k; the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, 42 U.S.C. §§ 9601 through 9675, as well as environmental provisions within Title 23, United States Code, and 49 U.S.C. Chapter 53.

Accordingly, the Grantee agrees to adhere to, and agrees to impose on its third party contractors, any such federal and state requirements as the Government may now or in the future promulgate. The Grantee expressly understands that the following list may not set forth all federal environmental requirements applicable to the Grantee and the Project, however the Grantee agrees, minimally, as follows:

- A. Environmental Protection - To the extent applicable, the Grantee agrees to comply with: he National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 *et seq.*; Section 14 of the Federal Transit Act, as amended, 49 U.S.C. app. § 1610; the Council on Environmental Quality regulations, 40 CFR Part 1500 *et seq.*; and the joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622, and subsequent federal environmental protection regulations that may be promulgated. As a result of enactment of 23 U.S.C. §§ 139 and 326, as well as to amendments to 23 U.S.C. § 138, environmental decision-making requirements imposed on FTA projects to be implemented consistent with the joint FHWA/FTA document, "Interim Guidance for implementing Key

SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable federal directives that may be issued, except to the extent that FTA determines otherwise in writing.

- B. Air Quality - To the extent applicable, the Grantee agrees to comply with all applicable federal laws, regulations, and directives implementing the Clean Air Act (CAA), as amended, 42 U.S.C. §§ 7401 through 7671q, and:
1. The Grantee agrees to comply with applicable requirements of section 176(c) of the CAA, 42 U.S.C. § 7506(c), consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable federal directives that may be issued; with U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 CFR Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 CFR Part 93, and any subsequent federal conformity regulations that may be promulgated. To support the requisite air quality conformity finding for the Project, the Grantee agrees to implement each air quality mitigation or control measure incorporated in the Project. The Grantee further agrees that any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure will be wholly consistent with the design concept and scope of the Project described in the SIP.
  2. In the event the Grantee is an operator of large public transportation bus fleets, then the Grantee agrees to comply with the following U.S. EPA regulations to the extent they apply to the Project: "Control of Air Pollution from Mobile Sources," 40 CFR Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 CFR Part 86, and "Fuel Economy of Motor Vehicles," 40 CFR Part 600.
  3. The Grantee also agrees to comply with the notification of violating facilities provisions of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.
- C. Use of Public Lands - To the extent applicable, the Grantee agrees that in implementing its Project, it will not use any publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of national, state, or local significance as determined by the federal, state, or local officials having jurisdiction thereof, or any land from an historic site of national, state, or local significance may be used for the Project, unless the federal Government makes the findings required by 49 U.S.C. § 303(b) and 303(c). The Grantee also agrees to comply with joint FHWA/FTA regulations, "Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites," 23 CFR Part 774, and referenced in 49 CFR Part 622.
- D. Wild and Scenic Rivers - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the Wild and Scenic Rivers Act of 1968, as amended, 15 U.S.C. §§ 1271 through 1287., relating to protecting components of the national wild and scenic rivers system; and to the extent applicable, to comply with U.S. Forest Service regulations, "Wild and Scenic Rivers," 36 CFR Part 297, and with U.S. Bureau of Land Management regulations, "Management Areas," 43 CFR Part 8350.
- E. Coastal Zone Management - To the extent applicable, the Grantee agrees to assure Project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. §§ 1451 *et seq.*

- F. Wetlands - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the protections for wetlands in accordance with Executive Order No. 11990, as amended, "Protection of Wetlands," 42 U.S.C. § 4321 note.
- G. Floodplains - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the flood hazards protections in floodplains in accordance with Executive Order No. 11988, as amended, "Floodplain Management" 42 U.S.C. § 4321 note.
- H. Endangered Species and Fisheries Conservation - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the protections for endangered species in accordance with the Endangered Species Act of 1973, as amended, 16 U.S.C. §§ 1531 through 1544, and the Magnuson Stevens Fisheries Conservation Act, as amended, 16 U.S.C. §§ 1801 *et seq.*
- I. Historic Preservation - To the extent applicable, the Grantee agrees to assist the Government to comply with Section 106 of the National Historic Preservation Act, 16 U.S.C. § 470f. Executive Order No. 11593, "Protection and Enhancement of the Cultural Environment," 16 U.S.C. § 470 note; and the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. §§ 469a through 469c, involving historic and archaeological preservation.
- J. Mitigation of Adverse Environmental Effects - Should the proposed Project cause adverse environmental effects, the Grantee agrees to take all reasonable steps to minimize such effects pursuant to 49 U.S.C. § 5324(b), all other applicable statutes, and the procedures set forth in 23 CFR Part 771 and 49 CFR Part 622.
- K. Energy Conservation - To the extent applicable, the Grantee and its third party contractors 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. §§ 6321 *et seq.* In addition, to the extent applicable, the Grantee agrees to perform an energy assessment for any building constructed, reconstructed or modified with federal funds, as provided in "Requirements for Energy Assessments," 49 CFR Part 622, Subpart C.
- L. Clean Water and Safe Drinking 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. §§ 1251 *et seq.* The Grantee also agrees to protect underground sources of drinking water, as provided in the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f through 300j-6.
- M. Environmental Justice - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations", 42 U.S.C. § 4321 note.
- N. Clean Fuels - To the extent applicable, the Grantee and its contractors and subcontractors, agree to comply with the requirements of 49 U.S.C. § 5308, and with the provisions of 49 U.S.C. § 530.7 and with FTA regulations, "Clean Fuels Grant Program", 49 CFR Part 624.
- O. Indian Sacred Sites - To the extent applicable, the Grantee agrees to facilitate compliance with the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, in compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and with Executive Order No. 13007, "Indian Sacred Sites," 42 U.S.C. § 1996 note.



- P. Job Access and Reverse Commute Formula Grant Program - To the extent applicable, the Grantee agrees to comply with the requirements of 49 U.S.C. § 5316, and applicable provisions of 49 U.S.C. § 5307, and FTA Circular 9050.1, "The Job Access and Reverse Commute Program Guidance and Applications Instructions," including any revisions thereto.

**ITEM 38 - PRIVACY**

Should the Grantee, or any of its third party contractors, or their employees, administer or control any system of records on behalf of the Government, the Privacy Act of 1974 (5 U.S.C. § 552a) and the Data Processing Confidentiality Act (30 ILCS 585) imposes information restrictions on the party managing the system of records, and the Grantee and its third party contractors shall protect said information in accordance with the requirements of these Acts.

**ITEM 39 – PROTECTION OF SENSITIVE SECURITY INFORMATION**

To the extent applicable, the Grantee agrees to comply with 49 U.S.C. § 40119(b), with implementing "Protection of Sensitive Security Information", 49 CFR Part 15, with 49 U.S.C. § 114(S) and "Protection of Sensitive Security Information", 49 CFR Part 1520, and any other implementing regulations, requirements or guidelines that the federal government may issue.

**ITEM 40 – DISPUTES, BREACHES, DEFAULTS, OR OTHER LITIGATION**

The Grantee shall immediately notify the Department of any current or prospective major dispute, breach, default, or litigation that may affect the Government's interest in the Project Facilities or the Government's administration or enforcement of federal or state laws or regulations. The Grantee agrees to inform the Department before naming the Government as a party to litigation for any reason in any forum.

**ITEM 41 - TITLES**

The Parties agree that the titles of the items of this Agreement, hereinabove set forth, are inserted for convenience of identification only and shall not be considered for any other purpose.

**ITEM 42 - TAXPAYER IDENTIFICATION NUMBER**

The Grantee certifies that 376000640 is its correct Federal Taxpayer Identification Number. The entity is doing business as a governmental entity.

**ITEM 43 – ARRA**

In the event that the Project is funded by the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5, February 17, 2009, the Grantee agrees to comply with the following requirements:

- A. Authority of the U.S. Comptroller General - The Grantee agrees to comply with the requirements of Section 902 of ARRA, Pub. L. No. 111-5, February 17, 2009, whereby the U.S. Comptroller General and any of his representatives has the authority to examine any record of the Grantee, its contractor or subcontractor, as well as the authority to interview any officer or employee of the Grantee, its contractor or subcontractor with respect to any project awarded using ARRA funds. The Grantee shall include a similar provision in its third party contracts.
- B. Authority of the Inspector General - The Grantee agrees to comply with the requirements of Section 1515 of ARRA, Pub. L. No. 111-5, February 17, 2009, whereby the Inspector General and any of his representatives has the authority to examine any record of the Grantee, its contractor or subcontractor, as well as the authority to interview any officer or employee of the Grantee, its

contractor or subcontractor, with respect to any project awarded using ARRA funds. The Grantee shall include a similar provision in its third party contracts.

- C. **Reports** – The Grantee agrees to submit to the Department on a quarterly basis the data required by Section 1512 of ARRA, Pub. L. No. 111-5, February 17, 2009 and on a monthly basis the employment reporting requirements set forth by the Department. The Grantee shall include a similar provision regarding the monthly employment reporting requirements in its third party contracts.
- D. **Identify ARRA Funds** – The Grantee agrees to comply with the requirements of 2 C.F.R. § 178.210.
- E. **Registration** – The Grantee agrees to comply with the requirements of 74 Fed. Reg. 52527-01 (Oct. 13, 2009), whereby the Grantee maintains a Dun and Bradstreet Data Universal Numbering System (DUNS) Number at all times during which it has active federal awards funded with ARRA funds. The Grantee shall include a similar provision in its third party contracts.
- F. **Violations of Law** – The Grantee agrees that it shall report to the U.S. DOT Inspector General or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has submitted a false claim under the False Claims Act, 31 U.S.C. §§ 3729 et seq., or has committed a criminal or civil violation of law pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.
- G. **Integrity** – The Grantee agrees that all data it submits to the Department in compliance with ARRA requirements will be accurate, objective, and of the highest integrity.
- H. **Further Requirements** - The Grantee agrees to comply with applicable future federal requirements that may be imposed on the use of ARRA funds.

**ITEM 44 - TIGGER**

In the event that the Project is funded by a Transit Investments for Greenhouse Gas and Energy Reduction (TIGGER) grant, the Grantee agrees to the following:

- A. The Grantee shall assist the Department in its compliance with the reporting requirements of 74 Fed. Reg. 52527-01 (Oct. 13, 2009), whereby the Grantee provides the required information annually and at the time of grant close-out.
- B. The Grantee shall notify the Department in a timely manner of any schedule, funding, or other Project issues. The Department reserves the right to redirect Project activities.

The Grantee, by signature of its authorized representative, certifies under oath that all the information in this Grant Agreement is true and correct to the best of the Grantee's knowledge; information and belief, that the funds shall be used only for the purposes described in this Grant Agreement, and that the award of grant funds is conditioned upon this certification.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be made effective and have executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by their duly authorized officials.

Accepted on behalf of Coles County:

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Type or Print Name of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type or Print Title of Authorized Representative

Accepted on behalf of the State of Illinois, Department of Transportation:

\_\_\_\_\_  
Joseph E. Shacter, Director, Division of Public and Intermodal Transportation      Date \_\_\_\_\_

\_\_\_\_\_  
Tony Small, Director, Office of Finance and Administration      Date \_\_\_\_\_

\_\_\_\_\_  
Michael A. Forti, Chief Counsel  
(Approved as to form)      Date \_\_\_\_\_

\_\_\_\_\_  
Ann L. Schneider, Secretary      Date \_\_\_\_\_

Exhibit F

**BUSINESS ENTERPRISE PROGRAM CERTIFICATION**

This Certification must be executed only if the amount of the state funds in the Grant is \$250,000 or more for construction and/or professional services

Pursuant to the State Finance Act, 30 ILCS 105/45, the Grantee hereby certifies that the Grantee complies with one of the following programs (check applicable program below):

- the Disadvantaged Business Enterprise program filed by the Illinois Department of Transportation (Department),
- the goals created by the Grantee in conjunction with the Department's Division of Public and Intermodal Transportation and the Office of Business and Work Force Diversity, which goals shall become a part of the Federal Section 5311 facility construction goal matrix,
- a Disadvantaged Business Enterprise program filed independently by the Grantee or, if applicable, by one or more of the Grantee's service boards, such as Metra, Pace and/or the CTA,

and that such program has been approved, to the extent required, by the relevant operating administration of the United States Department of Transportation pursuant to Section 6(d) of the Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575, and complies with Section 2-105 of the Illinois Human Rights Act, 775 ILCS 5/2-105, including its requirements related to providing equal employment opportunities, refraining from unlawful discrimination, and having written sexual harassment policies.

The Grantee understands and agrees that the program or goals checked above, and the goals included therein, are deemed to be part of this Grant Agreement between the Grantee and Department.

In witness whereof, I have hereunto affixed my official signature and the seal, if applicable, of the Grantee this \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Certifying Officer

Printed Name: \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION IMPOSING A TAX ON THE PRIVILEGE OF TRANSFERRING REAL ESTATE  
AND BENEFICIAL INTEREST IN REAL ESTATE**

**WHEREAS**, the 93<sup>rd</sup> General Assembly of the State of Illinois has amended the "Property Tax Code" and the "Counties Code" pursuant to Public Act 93-657 and Public Act 93-1099; and

**WHEREAS**, said amendments empower counties, by action of the County Board, to impose a tax upon the privilege of transferring title to real estate as represented by the deed or the transfer of beneficial interest as defined in Section 31-5 of the "Property Tax Code," regardless of whether a document is recorded. Said tax shall be applied at a rate of 25 cents per each \$500.00 of value or fraction thereof stated in the Declaration required by Section 31-25 of the "Property Tax Code"; and

**WHEREAS**, if the real estate or beneficial interest is transferred subject to a mortgage, the amount of the mortgage remaining outstanding at the time of the transfer shall not be included in the basis of computing the tax; and

**WHEREAS**, a tax authorized by the "Counties Code," as amended, shall be collected by the County Recorder prior to recording the deed or the transfer of a taxable beneficial interest in real property subject to the tax. All documents exempted in Section 31-45 of the Property Tax Code shall also be exempt from any tax imposed pursuant to this Ordinance. A tax imposed pursuant to this Ordinance shall be in addition to all other occupation and privilege taxes imposed by the State of Illinois or any municipal corporation or political subdivision thereof.

**NOW, THEREFORE, BE IT RESOLVED** that pursuant to Public Act 93-657 and Public Act 93-1099, that the Coles County Board hereby imposes a tax upon the privilege of the transfer of beneficial interest in real property, as defined in Section 31-5 of the Property Tax Code, at a rate of 25 cents per each \$500 of Value or fraction thereof as stated in the Declaration required by Section 31-25 of the Property Tax Code, regardless of whether a document is recorded, effective immediately. If, however, the transferring document states that the real estate or beneficial interest is transferred subject to a mortgage, then the amount of the mortgage remaining outstanding at the time of transfer shall not be included in the basis of computing the tax; and

**BE IT FURTHER RESOLVED** that a tax imposed pursuant to this Resolution shall be collected by the County Recorder and paid at the time of recordation or, if a document is not recorded, at the time of presentation of the transfer declaration to the County Recorder, as provided in Section 31-25 of the Property Tax Code. All documents exempted in Sections 31-45 or 31-46 of the Property Tax Code shall also be exempt from any tax imposed pursuant to this Resolution. A tax imposed pursuant to this Resolution shall be in addition to all other occupation and privilege taxes imposed by the State of Illinois or any municipal corporation or political subdivision thereof; and

**BE IT FURTHER RESOLVED** that the proceeds from such tax shall be deposited in the County General Fund; and

**BE IT FURTHER RESOLVED** that the tax imposed herein shall be effective on the date of the passage of this Resolution; and

**BE IT FURTHER RESOLVED** that a certified copy of this Resolution shall be distributed to the County Board, County Recorder, County Treasurer and Supervisor of Assessments; and

**BE IT FURTHER RESOLVED** that this Resolution may be amended by the County Board from time to time as it becomes legally necessary; and

**BE IT FURTHER RESOLVED** that if any part of this Resolution is found to be illegal or unauthorized, the remaining sections of the Resolution shall still be in effect. The tax imposed by the County of Coles shall be in addition to all other occupation and privilege taxes imposed by the County of Coles or the State of Illinois; and

**BE IT FURTHER RESOLVED** that such 25 cents shall not be included within any statutory limitation of rate or amount for other County purposes, but shall be excluded therefrom and be in addition thereto and in excess thereof.

**PRESENTED, ADOPTED, APPROVED and RECORDED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Paul Daily, Chair  
Coles County Board

**ATTEST:** \_\_\_\_\_  
Sue Rennels, County Clerk  
And ex-officio Clerk of the County Board

**Coles County Regional Planning & Development Commission**

**RESOLUTION NO. 2014 -**

**A RESOLUTION ACCEPTING A ONE YEAR \$330,000 GRANT OF SINGLE FAMILY OWNER OCCUPIED REHABILITATION FUNDS (SFOOR), AUTHORIZING THE CHAIRMAN OF THE COMMISSION OR THE EXECUTIVE DIRECTOR TO SIGN ALL DOCUMENTS INCIDENTAL TO IMPLEMENTATION OF THE GRANT PROGRAM**

WHEREAS, the Coles County Regional Planning & Development Commission (hereinafter **"SPONSOR"**), applied to the State of Illinois for Single Family Owner Occupied Rehabilitation grant funds administered by the Illinois Housing Development Authority (**"IHDA"**), and

WHEREAS, the Sponsor has been awarded a grant (**"Grant"**) from the IHDA, program administrator of the Single Family Owner Occupied Rehabilitation Program (**"HOME Program"**) for the State of Illinois, in the amount of Three Hundred Thirty Thousand Dollars and 00/100 (\$330,000) under the IHDA's HOME Program, and in order to receive such a Grant, the Sponsor must formally accept the terms and conditions of the Grant, including but not limited to the Grant Agreement, and authorize certain of its officials to execute the appropriate documents required in connection with the Grant, and

WHEREAS, it is necessary for the Coles County Regional Planning & Development Commission to authorize the Chairman and/or the Executive Director to sign documents as required by the Illinois Housing Development Authority in connection with said HOME funds.

NOW, THEREFORE, BE IT RESOLVED as follows:

RESOLVED that the Grant Agreement and the documents identified in the Grant Agreement, drafts of which have been presented to the Commission of the Sponsor, be, and hereby are, approved.

FURTHER RESOLVED, that either the Chairman or Executive Director is hereby authorized and empowered to execute and deliver in the name of or on behalf of the Sponsor the Grant Agreement and any and all amendments, modifications and supplements thereto, and to execute and deliver such additional documents, instruments and certificates as may be necessary or desirable for the Sponsor to perform its obligations under the Grant Agreement.

FURTHER RESOLVED that either the Chairman or Executive Director be and is hereby authorized and directed to take such additional actions, to make further determinations, to pay such costs and to execute and deliver such additional instruments (including any amendments, Grant Agreements or supplements) as he or she deems necessary or appropriate to carry into effect the foregoing resolutions.

FURTHER RESOLVED, that the acts of the Sponsor and the Chairman or Executive Director in negotiating the Grant Agreement, including those acts taken prior to the date hereof, be, and the same hereby are, in all respects, ratified, confirmed and approved.

Upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_  
adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by a roll call vote, as follows:

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Stan Metzger, Chairman  
Coles County Regional Planning &  
Development Commission

\_\_\_\_\_  
Kelly Lockhart, Executive Director  
Coles County Regional Planning &  
Development Commission

ATTEST:

\_\_\_\_\_  
Jackie Chism, Administrative Assistant



**Coles County Regional Planning and Development Commission**

**RESOLUTION NO. 2014 -**

**A RESOLUTION ACCEPTING A ONE YEAR MAXIMUM \$2,500,000 (FIRST COME, FIRST SERVED) GRANT OF TRUST FUND TORNADO RELIEF, AUTHORIZING THE COLES COUNTY REGIONAL PLANNING AND DEVELOPMENT COMMISSION CHAIRMAN AND/OR EXECUTIVE DIRECTOR TO SIGN ALL DOCUMENTS INCIDENTAL TO IMPLEMENTATION OF THE GRANT PROGRAM**

WHEREAS, the Coles County Regional Planning and Development Commission (hereinafter "**SPONSOR**"), applied to the State of Illinois for Trust Fund Tornado Relief grant funds administered by the Illinois Housing Development Authority ("**IHDA**"), and

WHEREAS, the Sponsor has been awarded a grant ("**Grant**") from the IHDA, program administrator of the Trust Fund Tornado Relief Program ("**TRUST Funds**") for the State of Illinois, for the Maximum amount of \$2,500,000 (first come first served) under the IHDA's Trust Fund Tornado Relief Program, and in order to receive such a Grant, the Sponsor must formally accept the terms and conditions of the Grant, including but not limited to the Grant Agreement, and authorize certain of its officials to execute the appropriate documents required in connection with the Grant, and

WHEREAS, it is necessary for the Coles County Regional Planning and Development Commission to authorize the Chairman and/or Executive Director to sign documents as required by the Illinois Housing Development Authority in connection with said Trust funds.

NOW, THEREFORE, BE IT RESOLVED as follows:

RESOLVED that the Grant Agreement and the documents identified in the Grant Agreement, drafts of which have been presented to the Commission of the Sponsor, be, and hereby are, approved.

FURTHER RESOLVED, that either the Chairman or Executive Director of the Coles County Regional Planning and Development Commission is hereby authorized and empowered to execute and deliver in the name of or on behalf of the Sponsor the Grant Agreement and any and all amendments, modifications and supplements thereto, and to execute and deliver such additional documents, instruments and certificates as may be necessary or desirable for the Sponsor to perform its obligations under the Grant Agreement.

FURTHER RESOLVED that either the Chairman or Executive Director of the Coles County Regional Planning and Development Commission be and is hereby authorized and directed to take such additional actions, to make further determinations, to pay such costs and to execute and deliver such additional instruments (including any amendments,

Grant Agreements or supplements) as he or she deems necessary or appropriate to carry into effect the foregoing resolutions.

FURTHER RESOLVED, that the acts of the Sponsor and the Chairman or Executive Director in negotiating the Grant Agreement, including those acts taken prior to the date hereof, be, and the same hereby are, in all respects, ratified, confirmed and approved.

Upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_  
adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by a roll call vote, as follows:

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Stan Metzger, Chairman  
Coles County Regional Planning &  
Development Commission

\_\_\_\_\_  
Kelly Lockhart, Executive Director  
Coles County Regional Planning &  
Development Commission

ATTEST:

\_\_\_\_\_  
Jackie Chism, Administrative Assistant

IN WITNESS WHEREOF, this Certificate is executed and delivered as of \_\_\_\_\_  
\_\_\_\_\_, 2014

**COLES COUNTY HIGHWAY DEPARTMENT**  
RICHARD A. JOHNSON, P.E - COUNTY ENGINEER

651 JACKSON STREET, ROOM 16  
CHARLESTON, IL 61920  
TELEPHONE 217-348-0527

**COUNTY BRIDGE FUND PETITION**

**COLES COUNTY BOARD**

Petition from: Hutton Road District For: Project No. 05-03.2014  
3157 Whetstone  
Charleston, IL 61920 Structure No. N/A

Location: TR-282, See Attached Map

Work to be performed: Remove existing culverts and replace them with two 54" ERS culverts, 36 feet long. Place riprap along southeast ditch for 100'. Place riprap around inlet and outlet of new culvert and restore roadway.

Estimated Cost of Project: \$19,000.00

0.02% of Assessed Valuation of City or Township \$ 3,265.00

Whereas all requirements of Article 5-501, Chapter 121 of the Illinois Statutes have been satisfied concerning aid from the County Board, I hereby petition the Coles County Board to appropriate a sufficient sum to match a portion of the estimated cost of the proposed bridge/drainage project.

Signed: *Doug Bassett*  
Highway Commissioner

Approved by the Coles County Board

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Amount approved for appropriation  
from the County Bridge Fund:

\$ 9,500.00

\_\_\_\_\_  
Board Chairman

Attest: \_\_\_\_\_  
County Clerk

Project Completed \_\_\_\_\_, 20\_\_

Actual Amount Used \_\_\_\_\_