



McHenry County

Division of Transportation

Joseph R. Korpalski, Jr., P.E.
Director of Transportation/County Engineer

Transportation Committee Meeting Wednesday, October 19, 2011, 8:15 A.M. McHenry County Division of Transportation Main Conference Room

- 1.0 CALL TO ORDER**
- 2.0 PUBLIC COMMENT**
- 3.0 APPROVAL OF MEETING MINUTES**
3.05 October 5, 2011
- 4.0 RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWNSHIP OF GREENWOOD AND THE COUNTY OF MCHENRY FOR THE PROVISION OF TRANSPORTATION SERVICES**
- 5.0 RESOLUTION AMENDING AN INTERGOVERNMENTAL AGREEMENT BETWEEN MCHENRY COUNTY AND PACE SUBURBAN BUS TO PROVIDE COORDINATED TRANSPORTATION SERVICES TO GREENWOOD TOWNSHIP**
- 6.0 RESOLUTION AUTHORIZING AN AGREEMENT WITH THE REGIONAL TRANSPORTATION AUTHORITY TO ACCEPT AND USE OF JOB ACCESS REVERSE COMMUTE GRANT**
- 7.0 RESOLUTION AUTHORIZING AN AGREEMENT WITH THE REGIONAL TRANSPORTATION AUTHORITY TO ACCEPT AND USE OF NEW FREEDOM GRANT**
- 8.0 RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF MCHENRY AND THE CITY OF CRYSTAL LAKE, THE CITY OF MCHENRY AND THE CITY OF WOODSTOCK FOR ANNUAL DIAL-A-RIDE SERVICES IN 2012**
- 9.0 RESOLUTION APPROPRIATING FUNDS FOR THE 2012 TRANSIT GRANT PROGRAM**
- 10.0 RESOLUTION APPROPRIATING FUNDS FOR CULVERT MATERIALS**
- 11.0 RESOLUTION ACCEPTING SIGN MATERIAL BIDS AND APPROPRIATING FUNDS**
- 12.0 RESOLUTION APPROPRIATING FUNDS FOR ROADWAY LIGHTING AND TRAFFIC SIGNAL ELECTRICAL POWER**
- 13.0 RESOLUTION APPROPRIATING FUNDS FOR FY 2012 TRAFFIC SIGNAL AND ROADWAY LIGHTING MAINTENANCE CONTRACT**

- 14.0 RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF HUNTLEY, KANE COUNTY AND MCHENRY COUNTY FOR CONSTRUCTION ENGINEERING (PHASE III) SERVICES AND CONSTRUCTION FOR A FULL INTERCHANGE ON INTERSTATE 90 AT ILLINOIS ROUTE 47**
- 15.0 RESOLUTION APPROPRIATING FUNDS FOR PARCEL TITLE SEARCHES**
- 16.0 PROJECT STATUS REPORT**
- 17.0 OLD / NEW BUSINESS**
 - 17.05 Old Business
 - 17.05.05 Request for Qualifications – Charles Road at Raffel Road
 - 17.10 New Business
- 18.0 EXECUTIVE SESSION**
 - 18.05 Meeting Minutes, Land Acquisition, and Pending Litigation
- 19.0 MEMBER COMMENTS**
- 20.0 NEXT MEETING DATE & LOCATION**
 - 20.05 8:15 A.M. on November 2, 2011 – Division of Transportation
- 21.0 ADJOURNMENT**

**Transportation Committee
Meeting Minutes
Wednesday, October 5, 2011 – 8:15 A.M.
McHenry County Division of Transportation
Main Conference Room
Woodstock, Illinois 60098**

Chairperson Anna May Miller
Vice-Chairperson Paula Yensen Scott Breeden
Diane Evertsen Virginia Peschke
Nick Provenzano Sandra Salgado

CALL TO ORDER

Chairperson Miller called the meeting to order at 8:15 A.M.

MEMBERS IN ATTENDANCE

Chairperson Miller, Diane Evertsen, Sandra Salgado, Paula Yensen and Nick Provenzano

MEMBERS NOT IN ATTENDANCE

Virginia Peschke and Scott Breeden

Nick Provenzano arrived at 8:23 A.M.

OTHER ATTENDEES

In attendance were: Peter Austin, County Administrator; Joseph Korpalski, Director of Transportation/County Engineer; Jeff Young, Division of Transportation, Assistant County Engineer; Wally Dittrich, Division of Transportation, Design Manager; Jessica Drahos, State's Attorney Office (SAO); Pam Cumpata and Charlie Eldredge, McHenry County Economic Development Corporation (MCEDC); Gary Blazek, Civiltech Engineering, Inc.; Omar Nashif, Collins Engineers, Inc.; Steve Pasinski, Thomas Engineering Group; P. J. Fitzpatrick, Wills Burke Kelsey Associates; Mark Dammyer, Division of Transportation, Construction Manager; Mark DeVries, Division of Transportation, Maintenance Superintendent; Ed Markison, Division of Transportation, Asst. Maintenance Superintendent; Loren Schmitt, Division of Transportation, Road Supervisor; Robert Hensel, Division of Transportation, Road Maintenance Staff; Kristin Faczek, Division of Transportation, Vegetation Staff; Jason Osborn, Division of Transportation, Principal Transportation Planner; Brittany Graham, Division of Transportation, Transportation Planner; Chalen Daigle, Planning Liaison; Donna Adamson, Division of Transportation, Office Assistant.

PUBLIC COMMENT

None

APPROVAL OF MEETING MINUTES – September 23, 2011

On a motion by Ms. Yensen, seconded by Ms. Evertsen, the meeting minutes of September 23, 2011, were approved.

A voice vote was taken with all members present voting "aye"; motion carried.

4.0 PRESENTATIONS

2040 Long Range Transportation Plan Update

The McHenry County Division of Transportation (MCDOT) staff provided a brief update to the Transportation Committee regarding the 2040 Plan.

Nick Provenzano arrived at 8:23 A.M.

The first "wave" of public outreach was completed last Saturday at the Fox Lake Oktoberfest. Over the last three months, eleven (11) pop-up meetings were held. Over 1,100 individuals participated in the piggy-bank voting.

Each person was provided three coins that represented available funding for infrastructure. They were asked to put the money in the piggy-bank of their choice. They could put all of the coins in one or spread the money around.

At this time, focus groups are being formed and materials are being prepared to be presented as part of the County Board Highway Improvement Program (HIP) workshops in November.

5.0 RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT SUPPLEMENT AND APPROPRIATING FUNDS FOR THE FRANKLINVILLE ROAD BRIDGE PROJECT OVER A TRIBUTARY OF THE KISHWAUKEE RIVER

The McHenry County Division of Transportation staff requests the approval of the resolution approving a supplemental preliminary engineering services agreement with Wills, Burke, Kelsey Associates (WBK) for the County owned Franklinville Road Bridge over the tributary of the Kishwaukee River project.

The Division of Transportation is facilitating the replacement of the Franklinville Road Bridge in Seneca Township. McHenry County entered into an engineering agreement for Phase 1 Engineering services with WBK on August 2010, for \$197,061.00. The project is being funded with Federal Highway Bridge Program funds.

The need for this supplement is to cover costs incurred by WBK to perform additional hydrologic and hydraulic modeling per McHenry County's Planning and Development Department for permitting reasons that was outside the original contract. The supplemental agreement is for an additional \$18,600.83 raising the upper limit to \$215,661.83. This supplement has been reviewed by MCDOT staff.

This supplement is funded through local only dollars. Adding this supplement increases the County's obligation from \$39,420.00 to \$58,021.

A motion by Ms. Salgado, seconded by Ms. Evertsen, approving a resolution for an engineering services agreement supplement and appropriating funds for the Franklinville Road bridge project over a tributary of the Kishwaukee River was approved with a recommendation to the County Board.

Discussion ensued regarding consultant's fees.

A roll call vote was taken with all members present voting "yes"; motion carried.

6.0 RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT SUPPLEMENT AND APPROPRIATING FUNDS FOR THE FRANKLINVILLE ROAD BRIDGE PROJECT OVER THE KISHWAUKEE RIVER

The McHenry County Division of Transportation staff requests the approval of the resolution approving a supplemental preliminary engineering services agreement with Collins Engineers for the County owned Franklinville Road bridge over the Kishwaukee River project in Seneca Township.

McHenry County entered into an engineering agreement for Phase 1 Engineering services with Collins Engineers in August, 2010, for \$141,068.30. The project is being funded with Federal Highway Bridge Program funds.

The need for this supplement is to cover costs incurred by Collins Engineers to perform additional hydrologic and hydraulic modeling per McHenry County Planning and Development Department for permitting reasons that was outside the original contract. The supplemental agreement is for an additional \$15,204.00 raising the upper limit to \$156,272.30.

This supplement is funded through local dollars. Adding this supplement increases the County's obligation from \$28,220.00 to \$43,430.00.

A motion by Ms. Salgado, seconded by Ms. Evertsen, approving the resolution for an engineering services agreement supplement and appropriating funds for the Franklinville Road bridge project over the Kishwaukee River was approved with a recommendation to the County Board.

A roll call vote was taken with all members present voting "yes"; motion carried.

7.0 RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT SUPPLEMENT AND APPROPRIATING FUNDS FOR THE DEERPASS ROAD BRIDGE PROJECT

The McHenry County Division of Transportation staff requests approval of the resolution approving a supplemental preliminary engineering services agreement with AECOM for the County owned Deerpass Road bridges over Kishwaukee River (main and auxiliary channels) project.

The Division of Transportation is facilitating the replacement of the Deerpass Road bridges over the Kishwaukee River and the auxiliary channel in Seneca Township. McHenry County entered into an engineering agreement for Phase 1 Engineering Services with AECOM in August, 2010, for \$194,004.08. Supplement #1 was approved on June, 2011 to add Deerpass Road bridge over the main channel of the Kishwaukee River to this replacement project. The project is being funded with Federal Highway Bridge Program funds.

The need for this supplement is to cover costs incurred by AECOM to perform additional hydrologic and hydraulic modeling per McHenry County Planning and Development Department for permitting reasons that was outside the original contract. The supplemental agreement is for an additional \$21,200.79 raising the upper limit to \$261,413.12. This supplement has been reviewed by MCDOT staff.

This supplement is funded through local dollars. Adding this supplement increases the County's obligation from \$48,044.00 to \$69,254.00

A motion by Ms. Yensen, seconded by Ms. Salgado, approving the resolution for an engineering services agreement and appropriating funds for the Deerpass Road bridge project was approved with a recommendation to the County Board.

A roll call vote was taken with all members present voting "yes"; motion carried.

8.0 RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT SUPPLEMENT AND APPROPRIATING FUNDS FOR THE LAWRENCE ROAD BRIDGE PROJECT

The McHenry County Division of Transportation staff request the approval of the resolution approving a supplemental preliminary engineering services agreement with Bollinger, Lach & Associates (BLA) for the County owned Lawrence Road bridge over Piscasaw Creek project.

The Division of Transportation is facilitating the replacement of the Lawrence Road bridge over Piscasaw Creek in Chemung Township. McHenry County entered into an engineering agreement for Phase 2 Design Engineering services with BLA in June of this year for \$168,631.34. The project is being funded with Federal Highway Bridge Program funds.

The need for this supplement is to cover costs incurred by BLA to perform additional hydrologic and hydraulic modeling per McHenry County Planning and Development Department for permitting reasons that was outside the original Phase I contract. The supplement will also include costs associated with adding a Remote Weather Information System (RWIS). A RWIS site was identified to be added in 2012 in the approved FY 2011-2015 five (5) Year Highway Improvement Program. As the data in the northwest portion of the County is extremely limited, this project will enhance the MCDOT's weather information for winter events, given it better access to weather entering the County. The supplemental agreement is for an additional \$13,419.88 raising the upper limit to \$182,051.22.

This supplement is funded through local dollars. Adding this supplement increases the County's obligation from \$33,726 to \$47,156.

A motion by Ms. Salgado, seconded by Ms. Yensen, approving the resolution for an engineering services agreement supplement and appropriation funds for the Lawrence Road bridge project was approved with a recommendation to the County Board.

Discussion ensued.

A roll call vote was taken with all members present voting "yes"; motion carried.

9.0 RESOLUTION APPROVING A INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF LAKE IN THE HILLS AND MCHENRY COUNTY FOR THE INSTALLATION OF LIVING SNOW FENCE ALONG PYOTT ROAD

The McHenry County Division of Transportation staff requests the approval of a resolution approving an Intergovernmental Agreement with the Village of Lake in the Hills for the installation of a living snow fence along Pyott Road.

Blowing snow has long since been a challenge for our maintenance staff during winter operations. One of the bigger challenges has been along Pyott Road at the Lake in the Hills Airport where snow has the opportunity to blow from over a mile away, unabated by any obstacle. In 2009, the Village of Lake in the Hills completed a relocation of Pyott Road as part of an airport safety project. While the hope was that this relocation would alleviate the issues the blowing snow, it did not. The past winter, maintenance staff installed temporary snow fence on the airport's property in order to help stop blowing snow. While snow fence can be an effective tool, it is difficult to maintain for an entire winter season and often loses its effectiveness over the course of a season.

The MCDOT has explored the use of alternatives to a snow fence including having farmers leave a few rows of corn stand through the winter and the use of various plantings along stretches of roadway. Even a small barrier has proved effective in preventing the drifting of snow over roadways. Last year, the MCDOT was approached by a local Boy Scout looking to earn his Eagle Scout Badge. This scout presented his idea to MCDOT staff for a living snow fence and that as part of his project, he would look to help install it and maintain it. With the Boy Scouts assistance, a plan was presented to the Village of Lake and the Hills and U.S. Department of Agriculture (who oversees approval of vegetation at airports under an agreement with the FAA). With these agencies approval and the boy scouts assistance, the MCDOT is now in a position to install approximately 470 spirea bushes along 1,200 feet of Pyott Road. The terms of the installation are outlined in the intergovernmental agreement. The agreement stipulates that the MCDOT will maintain the new bushes and remove the vegetation if it becomes an issue for the airport in any way.

A motion by Ms. Yensen, seconded by Ms. Evertsen, approving the resolution for an intergovernmental agreement between the Village of Lake In The Hills and McHenry County for the installation of a Living Snow Fence along Pyott Road was approved with a recommendation to the County Board.

Discussion ensued.

A voice vote was taken with all members present voting "aye"; motion carried.

10.0 RESOLUTION APPROVING THE PURCHASE OF MAINTENANCE EQUIPMENT

The McHenry County Division of Transportation staff requests approval of a resolution approving the appropriation of funds to purchase the BrineXtreme Brine Production and Blending Equipment.

At the June 1, 2011, Transportation Committee meeting, staff made a presentation regarding an opportunity the MCDOT was presented with to be able to assist with the testing of a new and innovative brine making unit. County Board members had the opportunity to see the unit in action after the August 3, 2011 Transportation Committee meeting. This unit is currently one of a kind and staff has been pleased with the test results of this new equipment. It will enhance the Division's brine making and blending capabilities while at the same time, free up much needed staff during winter events to be able to be out plowing our roadways instead of staying back at the MCDOT facility to make brine and other anti-icing products used during a typical winter event.

As the agreement with the vendor was for the MCDOT to have the opportunity to purchase this unit at a reduced price in exchange for testing the equipment, a contract for purchasing of the BrineXtreme unit has been prepared by the vendor and reviewed and approved by the Purchasing Director.

As previously discussed with the Transportation Committee and Administration, the purchase price of \$51,000 can be absorbed within the MCDOT's current supplemental budget for maintenance equipment due to lower than expected bids for the snow plow trucks purchased this year along with forgoing the planned replacement of another pickup truck within the maintenance sections fleet.

A motion by Ms. Yensen, seconded by Ms. Salgado, approving the resolution for the purchase of maintenance equipment was approved with a recommendation to the County Board.

Discussion ensued.

A roll call vote was taken with all members present voting “yes”; motion carried.

OLD / NEW BUSINESS

Old Business

- **Construction Updates**

Rakow Road

Overall, MCDOT is still within its time frame schedule. MCDOT is about 35% done by dollar value. Next week, the contractor will be restaging all the side streets intersections so there will be reconfiguration of lanes on all the cross streets. Approximately 3 weeks from now, MCDOT expects to have the eastbound traffic on the new lanes and the westbound traffic will remain for 2-3 weeks. That's the biggest reason MCDOT cannot allow the permissive left turns at all the intersections. Currently, the lanes will be offset by considerable distance, and the left turn lanes will not line up.

Union Road Bridge

The railing, guardrail, landscaping and final surface is all that's left. MCDOT hopes to open the bridge to traffic next week.

Lawrence Road Bridge

The contractor set the Stage II beams Monday and is forming the deck now.

Graf Road Bridge

The deck has been poured. The contractor is placing clay filled embankment for the roadway construction for the approach roads.

Blivin Street Bridge

The demolition is 2/3rds done. The north, 2/3rds are gone. The sheet piling has been driven for the coffer dams which are necessary to build the piers in the waterway.

Burlington Resurfacing

Milling was done on Tuesday. The contractor is starting patching today and tomorrow. It will take one day to pave it. The area is only ½ mile long. MCDOT hopes to have that done by the end of the week with shoulders and striping next week.

- Mr. Korpalski updated the Committee on the Longmeadow Parkway bridge meeting with Congressman Hultgren held at the Kane County Board room on September 28, 2011. Various local officials were in attendance. The Kane County is looking for design approval which is expected to come sometime in the spring of 2012. They have received authority to move forward with purchasing right-of-way (ROW). Kane County DOT has expended \$1.8 million in ROW, which is about 50%. Kane County still has about 60 parcels remaining. They do have Phase II engineering funded in their five (5) year Highway Improvement Program. The purpose of this meeting was to learn about the opportunities that are there for construction. As discussed, this will be a toll bridge facility. The next step will be with the Kane County Board on whether they want to issue debt to build the project and get reimbursed with the tolls collected.

Discussion ensued.

New Business

- ***Excellence in Salt Storage Award***

The McHenry County Division of Transportation is pleased to announce that it has been awarded the Excellence in Salt Storage Award by the Salt Institute for the ninth (9th) consecutive year.

- **Staff Updates and Employee Recognition**

The McHenry County Division of Transportation (MCDOT) introduced the newest members of the maintenance division staff.

Robert (Bob) Hensel

The McHenry Division of Transportation was pleased to welcome the addition of Mr. Robert (Bob) Hensel to the staff as one of MCDOT's newest Road Maintenance employee. Bob has been assigned to the Division's road section where he will assist in the day-to-day operations of the MCDOT. Mr. Hensel comes to us with over 14 years of excavation, using various types of construction equipment and snow removal experience. Bob is a lifelong resident of McHenry County, having been born and raised in the Marengo area. Bob and his wife, Meredith, still reside in the Marengo area and are soon expecting their first child. Bob's hobbies include: hunting, fishing and spending time with his family and friends.

Kristin Faczek

The McHenry Division of Transportation is pleased to welcome the addition of Ms. Kristin Faczek to the staff as one of MCDOT's newest Maintenance workers. Kristin has been assigned to the Division's vegetation section where she will assist in the day-to-day operations of the MCDOT. Ms. Faczek comes to us with a great deal of experience previously working for the Village of Barrington Public Works Department specializing in the Forestry Division. She is a ten year resident of McHenry County and currently resides in Lake in the Hills. She occupies her free time with her two daughters and their various sport activities. In addition she enjoys activities such as golfing, swimming and being outdoors.

- The MCDOT is recognizing that on September 9, 2011, Edward Markison, Assistant Maintenance Superintendent, celebrated his 20th year of full-time employment with the MCDOT. This is in addition to six years of part-time summer employment.
- Chairperson Miller stated that she had an opportunity to attend the Western Snow and Ice Conference and Mr. DeVries was a presenter who also took along one of MCDOT's maintenance staff employees. Chairperson Miller experienced a Maintenance Rodeo for her first time. Mr. DeVries added that this was at the National Level Rodeo. Mr. DeVries stated that MCDOT will be bringing in Leonard Ackerman next month before the Committee for recognition in winning in the loader competition here at the Chicago Conference. Mr. Ackerman competed in the National Competition and came in 7th which is quite an accomplishment. Chairperson Miller commended the MCDOT for encouraging further education.
- Mr. Korpalski stated that the Goundhog Day blizzard taxed MCDOT considerably. MCDOT did have emergency appropriations for fuel, oil and grease, which were approved. MCDOT then learned that the County was entitled to and received a \$170,553.00 reimbursement from FEMA for MCDOT's efforts. This is 75% of the eligible expenses, which is the maximum. Mr. Korpalski thanked Mr. DeVries, Mr. Markison and Ms. Martoccio for their efforts.

EXECUTIVE SESSION - MEETING MINUTES

On a motion by Ms. Salgado, seconded by Ms. Evertsen, the Committee went into Executive Session at 9:10 A.M. to review meeting minutes and pending litigation.

A roll call vote was taken with all members present voting "yes"; motion carried.

REGULAR SESSION

On a motion by Ms. Evertsen seconded by Mr. Provenzano, the Committee went into Regular Session at 9:12 A.M.

A roll call vote was taken with all members present voting "yes"; motion carried.

Chairperson Miller noted that "no action" was taken in Executive Session.

The Executive Session meeting minutes of September 23, 2011, were reviewed and by direction of the Committee will be forwarded to the State's Attorney Office (SAO) for review and possible release.

MEMBER COMMENTS

Mr. Korpalski responded to a question on the status of Customer Service Training. Mr. Korpalski stated that he is working directly with Katherine Jones with MCC at the Shah Center and received a tentative proposal from her.

Ms. Salgado had a question on the frozen positions and whether it had to be presented to the Committee and/or to the County Board. Mr. Korpalski responded that those positions weren't frozen. Mr. Austin stated that they were just held vacant. Mr. Austin furthered an explanation on vacant and frozen positions.

NEXT MEETING DATE & LOCATION

Transportation Committee meeting on Wednesday, October 19, 2011 at 8:15 – McHenry County Division of Transportation

ADJOURNMENT

On a motion by Ms. Salgado, seconded by Ms. Yensen, the meeting adjourned at 9:17 A.M.

A voice vote was taken with all members present voting "aye"; motion carried.

DRAFT

RESOLUTION
APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TOWNSHIP OF GREENWOOD AND THE COUNTY OF MCHENRY
FOR THE PROVISION OF TRANSPORTATION SERVICES

WHEREAS, the COUNTY and the TOWNSHIP are public agencies and governmental units within the meaning of the Illinois Governmental Cooperation Act, as specified at 5 ILCS 220/1, et seq., and are authorized by Article 7, Section 10 of the Constitution of the State of Illinois to cooperate, contract, and otherwise associate for public purposes; and

WHEREAS, the purpose of the Intergovernmental Cooperation Act and Article 7 of the Constitution of the State of Illinois includes fostering cooperation among governmental bodies; and

WHEREAS, the COUNTY and the TOWNSHIP wish to cooperate in promoting and encouraging the use of public transportation by improving the availability of paratransit services to McHenry County residents with disabilities, who are elderly, or otherwise have limited access to conventional modes of transportation; and

WHEREAS, the TOWNSHIP desires to assist its residents with transportation and has budgeted funds for transportation services; and

WHEREAS, the COUNTY and Pace Suburban Bus Division of the Regional Transportation Authority have entered into an agreement to provide coordinated demand response (hereinafter called the McHenry Pilot Project) within the Townships of Dorr and McHenry and the Cities of Crystal Lake, McHenry, and Woodstock and to Pioneer Center for Human Services clients in that geographic area; and

WHEREAS, the COUNTY and Pace Suburban Bus Division of the Regional Transportation Authority intend to include Greenwood Township in their agreement for the McHenry Pilot Project; and

WHEREAS, the TOWNSHIP has requested that the COUNTY provide transportation services for its eligible residents.

NOW THEREFORE BE IT RESOLVED, by the County Board of McHenry County, Illinois, that the attached intergovernmental agreement is hereby approved; and

BE IT FURTHER RESOLVED, that the Chairman is hereby authorized to execute said agreement; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to transmit one certified copy to the Supervisor of the Township of Greenwood and two certified copies of this resolution to the Director of Transportation/County Engineer one to be forwarded to Pace Suburban Bus.

DATED at Woodstock, Illinois this 1st day of November, A.D., 2011.

KENNETH D. KOEHLER, Chairman
McHenry County Board

ATTEST:

KATHERINE C. SCHULTZ, County Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TOWNSHIP OF GREENWOOD
AND
THE COUNTY OF MCHENRY
FOR THE PROVISION OF TRANSPORTATION SERVICES**

This AGREEMENT is entered into this 1st day of November, 2011, between the County of McHenry, (hereinafter referred to as "COUNTY"), and the Township of Greenwood, (hereinafter referred to as "TOWNSHIP").

WHEREAS, the COUNTY and the TOWNSHIP are public agencies and governmental units within the meaning of the Illinois Governmental Cooperation Act, as specified at 5 ILCS 220/1, et seq., and are authorized by Article 7, Section 10 of the Constitution of the State of Illinois to cooperate, contract, and otherwise associate for public purposes; and

WHEREAS, the purpose of the Intergovernmental Cooperation Act and Article 7 of the Constitution of the State of Illinois includes fostering cooperation among governmental bodies; and

WHEREAS, the COUNTY and the TOWNSHIP wish to cooperate in promoting and encouraging the use of public transportation by improving the availability of paratransit services to McHenry County residents with disabilities, who are elderly, or otherwise have limited access to conventional modes of transportation; and

WHEREAS, the TOWNSHIP desires to assist its residents with transportation and has budgeted funds for transportation services; and

WHEREAS, the COUNTY and Pace Suburban Bus Division of the Regional Transportation Authority have entered into an agreement to provide coordinated demand response (hereinafter called the McHenry Pilot Project) within the Townships of Dorr and McHenry and the Cities of Crystal Lake, McHenry, and Woodstock and to Pioneer Center for Human Services clients in that geographic area; and

WHEREAS, the COUNTY and Pace Suburban Bus Division of the Regional Transportation Authority intend to include Greenwood Township in their agreement for the McHenry Pilot Project; and

WHEREAS, the TOWNSHIP has requested that the COUNTY provide transportation services for its eligible residents,

NOW THEREFORE, the Parties hereby agree to the following:

1. TRANSPORTATION SERVICES DESCRIPTION

1.1 ELIGIBLE RIDERS – Individuals over the age of 60 or with a disability are eligible. Eligibility will be determined through self-reporting to Pace at the time of trip reservation. The COUNTY shall provide a list of new riders to the TOWNSHIP for eligibility consideration. Riders will be considered eligible by the TOWNSHIP unless identified by the TOWNSHIP as not eligible.

1.2 SERVICE HOURS - A curb-to-curb, dial-a-ride service operating Monday through Friday between 6:00 a.m. and 7:00 p.m. and on Saturday between 9:00 a.m. and 5:00 p.m. The COUNTY may modify the service hours at its discretion with written acknowledgment from the Township.

1.3 SERVICE AREA - The service area is the area within McHenry County defined by: the borders of Greenwood Township, Dorr Township, and McHenry Township and the borders of the City of Crystal Lake, the City of McHenry, and the City of Woodstock.

Service includes inter-transportation to and from the service boundaries designated above. In addition, service from the designated areas to:

- 1) Valley Hi Nursing Home and the McHenry County Division of Transportation
- 2) Fox Lake Metra station

Service between these locations and the designated areas is not included. Service shall be provided directly to these locations.

Within three-quarters of a mile of Route 120 between the City of McHenry and the City of Woodstock; within three-quarters of a mile of Route 14 between the City of Woodstock and the City of Crystal Lake; within three-quarters of a mile of Route 31 between the City of McHenry and the City of Crystal Lake

1.4 RESERVATIONS - The COUNTY shall set the reservation policy in agreement with Pace Suburban Bus.

1.5 FARES – The fare shall be set at \$3.00 per one-way trip. The COUNTY may modify the fare at its discretion with written acknowledgment from the Township.

2. LOCAL SHARE FUNDING - The TOWNSHIP agrees to reimburse the COUNTY monthly for the Local Share incurred in operating the service described above on a per trip basis for eligible riders. The rate shall be fixed at \$7.00 per trip to or from a destination in Greenwood Township. The Local Share for this agreement shall not exceed \$7,000.00 or an amount budgeted by the TOWNSHIP. The TOWNSHIP and COUNTY shall be able to limit, if necessary, the number of trips per day in order not to exceed the maximum Local Share.

3. PAYMENT - Upon receipt, review and approval of properly documented invoices, the TOWNSHIP shall pay, or cause to be paid, to the COUNTY the amounts invoiced, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The TOWNSHIP may not deny a properly documented claim for compensation, in whole or in part, without cause. The TOWNSHIP shall not be required to pay the COUNTY more often than monthly. Upon receipt, review and acceptance of all deliverables specified in this AGREEMENT, final payment shall be made to the COUNTY, within thirty days of receipt of billing. Payment shall be sent to:

McHenry County Division of Transportation
16111 Nelson Road
Woodstock, IL 60098

The COUNTY shall be responsible for the submission of invoices to the TOWNSHIP and a monthly report outlining specific information relative to the cost of services related to the portion of the operation and management of the McHenry Pilot Project attributable to TOWNSHIP eligible riders.

4. FORCE MAJEURE - Neither party hereto shall be deemed to be in default or to have breached any provision of this AGREEMENT as a result of any delay, failure in performance or interruption of services resulting directly or indirectly from acts of God, acts of civil or military authority, civil disturbance, or war, which are beyond the control of such non-performing party.

5. MISCELLANEOUS - Upon request, the TOWNSHIP shall be entitled to have access to the records maintained by COUNTY with respect to this AGREEMENT only. Any failure of either the TOWNSHIP or COUNTY to strictly enforce any term, right or condition of this AGREEMENT shall not be construed as a waiver of such term, right or condition.

6. HOLD HARMLESS - The TOWNSHIP will agree to indemnify, save harmless and defend the COUNTY, its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the scope of service covered by this contract upon award. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of the COUNTY, its agents, servants, or employees or any other person indemnified hereunder.

7. AMENDMENT OR MODIFICATION OF THIS AGREEMENT - This AGREEMENT may be amended or modified only by written instrument signed by both the TOWNSHIP and the COUNTY.

8. ENTIRE AGREEMENT - This AGREEMENT represents the entire agreement between the COUNTY and the TOWNSHIP and supersedes all prior negotiations, representations or agreements, either written or oral.

9. AGREEMENT BINDING - This AGREEMENT shall be binding upon the parties and their respective transferees, successors, and assigns.

10. NOTICES REQUIRED UNDER THIS AGREEMENT - Any notice required by the provisions of this AGREEMENT shall be mailed to:

Attn: Director of Transportation
McHenry County Division of Transportation
16111 Nelson Road
Woodstock, IL 60098

Attn: Supervisor
Greenwood Township
5211 Miller Road
Wonder Lake, IL 60097

11. PERIODIC REVIEW - The TOWNSHIP and the COUNTY agree that periodically, but not less than annually, this AGREEMENT shall be subject to review by the parties.

12. SEVERABILITY - The invalidity or enforceability of any of the provisions of this AGREEMENT shall not affect the validity or enforceability of the remainder of this AGREEMENT.

13. CONTROLLING LAW - The parties agree that any dispute, action, claim, cause of action, breach of contract, or other remedy or relief sought pursuant to the provisions of this Agreement shall be controlled and decided by the laws of the State of Illinois. The parties further agree that the appropriate venue for such disputes shall be the Circuit Court for the 22nd Judicial Circuit, McHenry County, Illinois.

14. TERM - This agreement will be in effect beginning November 1, 2011 and continuing through December 31, 2012 and thereafter shall renew and shall remain in effect for as long as there are sufficient funds to support the service unless terminated pursuant to Paragraph 15 or at such time as the COUNTY's contract with Pace ceases.

15. TERMINATION - Either party may terminate this AGREEMENT upon providing sixty (60) days' written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed as of the date indicated above by their duly authorized representatives.

COUNTY of MCHENRY

TOWNSHIP OF GREENWOOD

Print Title: _____

Print Title: _____

Date: _____

Date: _____

**RESOLUTION
AMMENDING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN MCHENRY COUNTY AND PACE SUBURBAN BUS TO PROVIDE
COORDINATED TRANSPORTATION SERVICES TO GREENWOOD TOWNSHIP**

WHEREAS, on December 15, 2009, the County Board approved a contract with Pace Suburban Bus (r-200912-82-399); and

WHEREAS, the service area stipulated in the contract did not include Greenwood Township; and

WHEREAS, Greenwood Township and McHenry County are desirous to provide demand response transit services for individuals 60 years and older and for persons with a disability in Greenwood Township; and

WHEREAS, an amendment to the contract between McHenry County and Pace Suburban Bus is needed to add Greenwood Township to the service area; and

WHEREAS, the attached amended intergovernmental agreement between the County of McHenry and Pace Suburban Bus defines the service area, said agreement attached hereto and hereby made a part hereof.

NOW THEREFORE BE IT RESOLVED, by the County Board of McHenry County, Illinois, that the attached amended intergovernmental agreement is hereby approved; and

BE IT FURTHER RESOLVED, that the Chairman is hereby authorized to execute said agreement; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to transmit two certified copies of this resolution to the Director of Transportation/County Engineer one to be forwarded to Pace Suburban Bus.

DATED at Woodstock, Illinois this 1st day of November, A.D., 2011.

KENNETH D. KOEHLER, Chairman
McHenry County Board

ATTEST:

KATHERINE C. SCHULTZ, County Clerk

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF MCHENRY, ILLINOIS AND PACE THE
SUBURBAN BUS DIVISION OF THE
REGIONAL TRANSPORTATION AUTHORITY
Amendment # 2

This amendment (the "Amendment") is made by *the County of McHenry (hereinafter referred to as "COUNTY")* and *Suburban Bus Division of the Regional Transportation Authority (hereinafter referred to as "PACE")*, parties to the agreement (the "Agreement") dated December 12, 2009 and later amended on July 9, 2010.

The Agreement is amended as follows:

Exhibit A (Service Description) has been revised to:

- Change the registration process for the McHenry Pilot Project.
- Add Greenwood Township as a participant in the McHenry Pilot Project and to add Greenwood Township to the McHenry Pilot Service area effective November 1, 2011.
- Add capacity to the McHenry Pilot Project. An additional thirteen (13) hours of service shall be put into service for a total of 42 hours of service for the McHenry Pilot Project.

Exhibit B (Service Area Map) has been revised to include Greenwood Township.

The revised Exhibit A and Exhibit B attached to the Amendment shall replace Exhibit A and Exhibit B of the Agreement.

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

COUNTY of MCHENRY

PACE SUBURBAN BUS

Thomas J. Ross

Executive Director

Print Title

Print Title

Date: _____

Date: _____

EXHIBIT A

MCHENRY PILOT PROJECT AND MARENGO DESCRIPTION OF SERVICES

Revised September 15, 2011

The coverage described here does not replace ADA trips or Mid-Day Dial-A-Ride. It is meant to complement the fixed routes in the service area when other services are not available.

TYPE OF SERVICE	Curb-to-curb, Dial-A-Ride bus service
SERVICE OPERATED BY	Pace will contract with transportation provider(s) (the “Contractor”) to provide the service which is the subject of this Agreement.
TRIP RESERVATION METHOD	<p><u>McHenry Pilot Project</u> Maximum of seven-day advance reservation and minimum of one-day advance reservation.</p> <p>Reservation Hours: Monday to Friday 6:30am to 6:30pm</p> <p>Trip reservations for McHenry Township shall be processed for services to be provided directly by McHenry Township. Trip information shall be communicated to McHenry Township a day prior to the trip request.</p> <p>Subscription service is not allowable.</p> <p><u>Marengo</u> Reservation Hours: Monday to Friday 8:00am to 4:00pm Sixty (60) minutes in advance; Saturday services requires one day advance notice.</p>
SERVICE AREA	<p><u>McHenry Pilot Project</u> The area within McHenry County defined by:</p> <p>The borders of Dorr Township, McHenry Township and Greenwood Township</p> <p>The borders of the City of Crystal Lake, the City of McHenry, and the City of Woodstock</p> <p>Service includes inter-transportation to and from the service boundaries designated above. In addition, service from the designated areas to:</p> <ol style="list-style-type: none">1) Valley Hi Nursing Home2) Fox Lake Metra station3) McHenry Co. Division of Transportation <p>Service between these three locations and the designated areas is not included. Service shall be provided directly to these three locations.</p>

Within three-quarters of a mile of Route 120 between the City of McHenry and the City of Woodstock; within three-quarters of a mile of Route 14 between the City of Woodstock and the City of Crystal Lake; within three-quarters of a mile of Route 31 between the City of McHenry and the City of Crystal Lake.

Marengo

1. City of Marengo (city limits)
2. Marengo Township Limits
3. Riley Township Limits
4. Village of Union (Village Limits)

**SERVICE
HOURS**

McHenry Pilot Project

Monday through Friday- 6:00 a.m. to 7:00 p.m.;
Saturday- 9:00 a.m. to 5:00 p.m.

Marengo

Monday through Friday- 9:00 a.m. to 5:00 p.m.;
Saturday- 8:00 a.m. to 12:00 p.m. (noon)

McHenry Pilot Project and Marengo- Service will not operate on the following holidays on the days observed:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve, and Christmas Day.

FARES

McHenry Pilot Project

All trips beyond current service area or current service hours provided by Pace, cities, townships, and the Pioneer Center –

\$3.00 per one-way trip for all passengers over age 7.

Companions: Companions pay full fare of \$3.00.

Companions limited to vehicle capacity. Up to two (2) children under the age of 7 may ride free with fare-paying passenger.

Marengo

Seniors/Students/Disabled Persons - \$0.75

Other - \$1.50

**SERVICE
CAPACITY**

McHenry Pilot Project

Four runs shall operate during service hours and within the service area described. Additional capacity may be added at the discretion of McHenry DOT and as approved by Pace.

Marengo

One run shall operate during service hours and within the service area described.

**RIDER
ELIGIBILITY**

McHenry Pilot Project-

Eligibility is determined by the County of McHenry and participating Sponsors.

The general public is eligible in the City of Crystal Lake, the City of McHenry, and the City of Woodstock and along the routes described in Service Area above.

Seniors and disabled persons are eligible in McHenry Township, Greenwood Township and unincorporated Dorr Township.

Marengo- General Public is eligible for Marengo Services.

**RIDER
REGISTRATION
FOR MCHENRY
PILOT
PROJECT**

The County of McHenry shall submit registration forms to Pace through a designated e-mail box. Pace shall enter registrations within three to five business days. Pace shall maintain a database of registered riders. Riders must be registered for service.

Passengers are to be referred to McHenry County Division of Transportation at 815-334-4985 for registration.

**Revised
Rider
Registration
Process
May 25, 2011**

McHenry Pilot Project shall waive submission of passenger registration forms to Pace effective **June 13, 2011**.

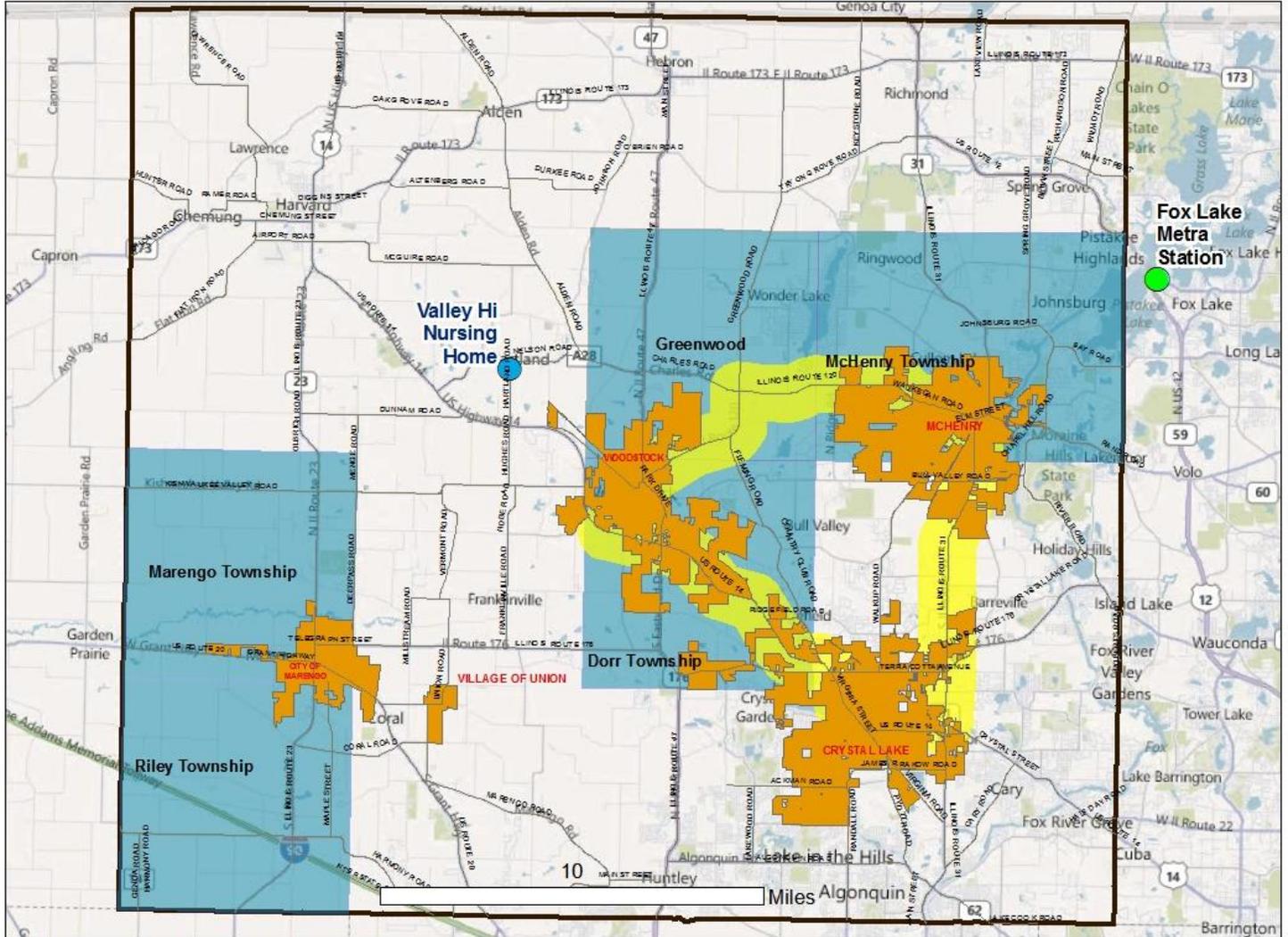
Passenger requests for transportation under the *McHenry Pilot Project* shall be provided upon verbal verification from the passenger during the trip booking process that they qualify for service as a person with a disability or a senior citizen and the passenger indicates that the origin of the trip is within McHenry or Dorr Township. In addition, trip requests for general public under the *McHenry Pilot Project* shall be provided upon request. Registration by McHenry County DOT is no longer required. Pace will not be responsible for false information provided by passenger or the passenger's representative.

Database on registered riders shall be limited to information captured during the trip booking process.

EXHIBIT B
SERVICE AREA MAPS
Revised September 15, 2011



Transportation Services for McHenry County
Curb-to-Curb dial-a-ride bus service



RESOLUTION
AUTHORIZING AN AGREEMENT WITH THE REGIONAL TRANSPORTATION
AUTHORITY TO ACCEPT AND USE OF JOB ACCESS REVERSE COMMUTE GRANT

WHEREAS, the Regional Transportation Authority (RTA) is authorized to make such grants as the designated recipient of Job Access Reverse Commute (JARC) grant funding for northeast Illinois; and

WHEREAS, the RTA has the power to expend funds for use in connection with JARC, projects and has the power to make and execute all contracts and other instruments necessary or convenient to the exercise of its powers; and

WHEREAS, the County Board approved an application for Job Access Reverse Commute federal grant on July 6, 2010 (R-201007-82-169) to fund the consolidation of the County and municipal services under one County contract as part of the McHenry County Service Integration and Coordination project; and

WHEREAS, approval for said federal funds will impose certain financial obligations upon the County.

NOW THEREFORE BE IT RESOLVED, that Kenneth Koehler, County Board Chair and his successor is authorized to execute an agreement on behalf of the County of McHenry with the Regional Transportation Authority for a Job Access Reverse Commute grant for the McHenry County Service Integration and Coordination project; and

BE IT FURTHER RESOLVED, that Kenneth Koehler, County Board Chair and his successor is authorized to furnish such additional information, assurances, certifications and amendments as the Regional Transportation Authority may require in connections with this Job Access Reverse Commute grant; and

BE IT FURTHER RESOLVED, that Kenneth Koehler, County Board Chair and his successor certify that the County of McHenry will provide the required local match from the County Regional Transportation Authority funds; and

BE IT FURTHER RESOLVED, that Kenneth Koehler, County Board Chair and his successor is authorized on behalf of the County of McHenry to execute and deliver grant agreements and all subsequent amendments thereto between the County of McHenry and the Regional Transportation Authority for a Job Access Reverse Commute grant, and the County Clerk of the County of McHenry is authorized and directed on behalf of the County of McHenry to attest said agreements and all subsequent amendments thereto; and

BE IT FURTHER RESOLVED, that Kenneth Koehler, County Board Chair and his successor is authorized and directed to take such action as necessary or appropriate to implement, administer and enforce said agreements and all subsequent amendments thereto on behalf of the County of McHenry; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to transmit a certified copy of this resolution to the County Administrator and three to the Director of Transportation/County Engineer of which, one each will be forwarded to the Director of Pace Suburban Bus and the Regional Transportation Authority.

DATED at Woodstock, Illinois, this 1st day of November, A.D., 2011.

KENNETH D. KOEHLER, Chairman
McHenry County Board

ATTEST:

KATHERINE C. SCHULTZ, County Clerk

TECHNICAL SERVICES AGREEMENT

between

THE REGIONAL TRANSPORTATION AUTHORITY

and

THE MCHENRY COUNTY, ILLINOIS

Contract No.: JARC-2010-08

CFDA No.: 20.516

Federal Project No.: IL-37-X050

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This Technical Services Agreement (this "Agreement") is made by and between the Regional Transportation Authority, a municipal corporation and body politic formed under the laws of Illinois (the "RTA"), and The McHenry County, Illinois, a municipal corporation and body politic formed under the laws of the State of Illinois (the "Recipient" or the "Grantee," which term shall include its successors and assigns) as of the later date of execution by the RTA or the Grantee.

WHEREAS, the Recipient wishes to undertake one or more public transportation projects;
and

WHEREAS, the Recipient has made application to the RTA for financial assistance or financial and technical assistance for the project(s) in accordance with the procedures established by the RTA; and

WHEREAS, the Recipient's application has been reviewed and approved by the RTA;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, this Agreement is made to provide financial assistance or financial and technical assistance to the Recipient in the form of a technical services agreement (hereinafter referred to as the "Agreement"), to set forth the terms and conditions upon which the Agreement will be made, and to set forth the Agreement of the parties as to the manner in which the project(s) will be undertaken, completed, and used.

ARTICLE I: DEFINITIONS

1.1 "Allowable Cost" means an expense with respect to the Project(s) which meets the requirements of Article IX of this Agreement.

1.2 "Application" means the application submitted by the Recipient with respect to the Project(s). In the event of a conflict between the Application and the attached Exhibit A, Scope of Services, Exhibit A shall govern.

1.3 "Local Share" means that portion of the Net Project Cost of each Project provided by the Recipient pursuant to this Agreement.

1.4 "Net Project Cost" means the sum of the allowable costs incurred in performing the work on each Project, including work done by the Recipient.

1.5 "Project(s)" means the scope of specific activities for which the funds provided in this Agreement are to be expended, as set forth in Exhibit A, Scope of Services and in the plans, specifications, and schedules set forth in the Application.

1.6 "Project Budget" means the anticipated Net Project Cost for each Project as shown in Exhibit B, Project Budget, as may be amended from time to time by the Recipient with RTA approval and in a format approved by the RTA.

1.7 "Project Facilities" means any facilities, equipment, or real property purchased, acquired, constructed, improved, renovated, or refurbished as part of each Project through the application of the RTA's Agreement funds.

1.8 "Service Life" shall mean, with respect to each Project Facility, the period set forth with respect to such Project Facility on Exhibit B, if applicable.

ARTICLE II: THE RECIPIENT'S AUTHORITY AND COMMITMENT

2.1 The Recipient represents and warrants that it has the legal authority and the financial, technical, and managerial capacity to apply for, plan, manage, and complete the Project(s) for which funding is being provided under this Agreement.

2.2 The Recipient acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the United States or State of Illinois in connection with this Project, they reserve the right to impose on the Recipient the penalties of 18 USC 1001, 49 USC 5307, 31 USC 3801, and 49 CFR 31, as they may deem appropriate. Recipient agrees to include this clause in all state and federally-assisted contracts and subcontracts.

2.3 The Recipient agrees to undertake and complete the scope of each Project as set out in Exhibit A, Scope of Services, and in accordance with the Project Budget as set out in Exhibit B, Project Budget, and to provide for the use of Project Facilities as described in Exhibit A and the Application, in accordance with this Agreement and all applicable laws.

ARTICLE III: TERM OF AGREEMENT

3.1 The term of this Agreement shall be from August 1, 2011 to September 30, 2013.

ARTICLE IV: TECHNICAL SERVICES AGREEMENT

4.1 RTA Budget Commitment.

(a) Subject to the annual appropriation of funds by the RTA, the RTA hereby commits to provide the funds pursuant to paragraph 4.1(b) and as listed in Exhibit B, Project Budget, for the Project(s) in Exhibit A, Scope of Services.

(b) The RTA will provide 50.00% of the aggregate actual cost of Project 156 as set forth on Exhibit B, or \$488,825.00, whichever is less. The RTA will provide 80.00% of the aggregate actual cost of Project 157 as set forth on Exhibit B, or \$8,000.00, whichever is less. The RTA will provide 100.00% of the aggregate actual cost of Project 158 as set forth on Exhibit B, or \$6,000.00, whichever is less. The RTA shall have no liability regarding any Project funded by this Agreement in excess of the funds actually appropriated for the Project.

4.2 Recipient Commitment to Complete Project(s) or Seek Amendment.

Subject to the RTA's appropriation of the funds described in paragraph 4.1, the Recipient agrees to complete the scope of all the Projects, and to provide funding up to the amount of Local Share of the Project Budget, or to seek an amendment in accordance with this subparagraph. The Recipient shall request an amendment to the Agreement in order to (1) add or delete a Project, (2) change the scope of any Project, or (3) change the Project Budget(s).

4.3 Conformity with Project Budget.

(a) The Recipient shall carry out each Project and shall incur obligations against and disburse Project funds only in conformance with the latest approved Project Budget attached hereto as Exhibit B. A proposed revised Project Budget shall accompany any request to amend this Agreement.

(b) The Recipient must seek the prior approval of the RTA to revise the Project Budget(s) to increase or decrease the estimated Net Project Cost. In making this request the Recipient must demonstrate the following:

- (1) A justifiable rationale for the revision in a particular Project;
- (2) The revised budget for the Project covers the full scope of the Project funded under this Agreement, i.e., the revised budget of the Project is intended to be adequate for the completion of the Project;
- (3) There are sufficient unspent funds in the Agreement contingency, should one be part of this Agreement, or any other Project which may be reallocated to the revised budget of the revised Project;
- (4) The funds remaining in the Agreement contingency, should one be part of this Agreement, or any other Project after reallocation of funds to the revised budget for the Project are sufficient to provide for the uncompleted portions of all other Projects within the Agreement; and
- (5) The proposed revision will not cause the aggregate amount of all Project Budgets as set forth on Exhibit B to be exceeded.

ARTICLE V: METHOD OF FUNDING

5.1 The RTA may finance its obligations, or any portion thereof, under this Agreement in any way it deems, in its sole discretion, to be most advantageous and fiscally sound, provided that nothing in this Agreement shall cause the Recipient to be obligated to any creditor of the RTA with respect to such financing.

5.2 All or part of any share of the Net Project Cost to be contributed by the Recipient may, with the express written prior approval of the RTA, be provided by the Recipient in the form of contributions of professional, technical or other services. The amount or value of any share of the Net Project Cost contributed by the Recipient is shown in Exhibit B.

5.3 In the event that the Recipient receives funds from any source with respect to the completion of the Project which do not appear in Exhibit B and were not included in determining the RTA share under paragraph 4.1(b) of this Agreement, the amount of this Agreement shall be recalculated and a proportionate amount of the RTA funding shall be refunded to the RTA. Such funds include, but are not limited to, the proceeds of any sale and leaseback arrangement with respect to Project Facilities, if any. This Section 5.3 shall survive the termination or expiration of

this Agreement, whether by lapse of time or otherwise for a period equal to the Service Life of the relevant Project Facility.

ARTICLE VI: ACCOMPLISHMENT OF THE PROJECT(S)

6.1 General.

(a) The Recipient shall commence, carry on, and complete the Project(s) with all practicable dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement. The Recipient shall cause all contractors involved with the Project(s) to deliver and complete the Project(s) in accordance with the Project schedules submitted at time of application or as revised pursuant to paragraph 6.2(b) of this Agreement.

(b) In performance of its obligations pursuant to this Agreement, the Recipient and the contractors shall comply with all applicable provisions of federal, state, and local law. Specifically, Recipient and contractors agree to administer the Project in accordance with the applicable federal and state provisions, including all applicable Federal Transit Administration (hereinafter referred to as "FTA") Circulars and 49 CFR 18 and 19. All limits and standards set forth in this Agreement to be observed in the performance of a Project are minimum requirements and shall not affect the application of more restrictive standards to the performance of the Project.

(c) At or prior to the time that funds are needed to meet Project costs, the Recipient shall initiate and prosecute to completion all proceedings necessary to enable the Recipient to provide any share of the Net Project Cost which is to be provided by the Recipient.

(d) Nothing in this Agreement is intended to subject the RTA to any obligations or liabilities to contractors of the Recipient, or their respective subcontractors, or any other person not a party to this Agreement in connection with the performance of any Project pursuant to the provisions of this Agreement, notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

6.2 Project Completion.

(a) Any failure, except a force majeure event or any other reason beyond the control of the Recipient, to make progress which significantly endangers substantial performance of a Project within a reasonable time shall be deemed to be a violation of the terms of this Agreement.

(b) The Recipient shall complete each Project in accordance with the Project completion date provided at time of application or as revised. In the event the Recipient determines that, for whatever reason, a Project cannot be completed in accordance with the Project schedule, the Recipient shall immediately notify the RTA in writing, within thirty days, of: 1) the nature and extent of the delay; 2) the reason or reasons for the delay; 3) the adjustments to the Project schedule which can be made to ensure that the Project is completed on schedule; and 4) if the Project cannot be completed on schedule, the implications on the Project Budget due to the delay.

6.3 Use of Facilities.

(a) The Project Facilities, if any, shall be used by the Recipient as described in the Recipient's final, approved Application.

(b) If during the Service Life, the Project Facilities are not used in this manner, are sold or are otherwise disposed of, or are withdrawn from mass transportation service at the initiative of the Recipient (if applicable), the Recipient shall immediately notify the RTA and shall, at the RTA's discretion, remit to the RTA a proportional amount of the fair market value, if any, of the Project Facilities (determined on the basis of the ratio of the amounts paid by the RTA pursuant to this Agreement to the total cost of such Project Facilities). The fair market value shall be deemed to be the value of the Project Facilities as determined by a competent appraisal conducted as soon as feasible after such withdrawal or misuse occurs; or the actual proceeds from the public sale of such property, whichever is approved by the RTA; or, for rolling stock, the unamortized value of the remaining service life per unit based on straight-line depreciation of the original purchase price. Any appraiser employed for such purposes shall be subject to disapproval by the RTA on the grounds that it is not an independent appraiser.

(c) The Recipient shall maintain, in an amount and form satisfactory to the RTA, insurance or self-insurance with such reserves as will be adequate to protect Project Facilities throughout the period of their useful lives. The cost of such insurance shall not be an Allowable Cost for the Projects.

(d) This Section 6.3 shall survive the termination or expiration of this Agreement, whether by lapse of time or otherwise, for a period equal to the Service Life of the relevant Project Facility.

ARTICLE VII: PASS-THROUGH FUNDING PROVISIONS

7.1 If this Agreement provides any portion of funding for which the RTA receives funds from a governmental entity subject to agreement, grant, or contract, the provisions contained therein and as detailed in the attached Exhibit C, Federal Certifications and Assurances, are hereby incorporated by reference and made a part of this Agreement. The Recipient shall carry out each Project in such a manner as to comply with the requirements contained herein and the requirements of any governmental agreement, rules and regulations applicable to this Project. If it is not possible to carry out the project in such a manner, the Recipient shall, as soon as practicable, notify the RTA in writing of the specific provisions of each agreement, rule or regulation in conflict and reasons for conflict in order that appropriate arrangements may be made between the parties and any governmental entity to permit the Project to proceed.

7.2 The Recipient acknowledges that federal and state governmental requirements may change and the changed requirements will apply to the Project as required. The Recipient acknowledges that a reference to a specific law in this Agreement is considered to be a reference to 1) such law as it may be amended, modified or supplemented from time to time, 2) all regulations and rules pertaining to or promulgated pursuant to such law, (c) the successor to the law resulting from recodification or similar reorganizing of laws and (d) all future laws pertaining to the same or similar subject matter. The Recipient agrees to include in all subcontracts or lower tier agreements specific notice to this effect.

7.3 The Illinois Department of Transportation (IDOT) and the FTA shall not be subject to any obligations or liabilities by or to the Recipient or contractors of the Recipient or their subcontractors or any other person not party to this Agreement in connection with the performance of this Project, without their respective express written consent, notwithstanding the concurrence in or approval of the solicitation or the award by IDOT or FTA to such contractors or subcontractor(s). The Recipient agrees to include this clause in each subcontract or lower tier agreement financed in whole or in part with federal and/or state assistance.

ARTICLE VIII: PROJECT ADMINISTRATION AND MANAGEMENT

8.1 Project Management.

(a) The Recipient is responsible for administration and management of each Project.

(b) The RTA or its designee may conduct periodic on-site inspections of each Project to evaluate the effectiveness of the Recipient's arrangement for supervision and inspection and to evaluate the work done on the Project and adherence to this Agreement. The Recipient shall provide reasonable access to its premises, or cause its contractors to provide reasonable access to their premises, for the RTA and its designee to permit these inspections. Inspection of, or concurrence by, RTA in Project work does not relieve the Recipient of its responsibilities and liabilities. Any inspection must be coordinated with the Recipient's personnel for purposes of providing reasonable notice and adhering to safety regulations.

(c) Any Project management plan or amendment to such plan provided pursuant to any governmental agreement, grant or contract for any Project in this Agreement shall require written approval of the RTA.

(d) The Recipient shall report to the RTA regarding all Projects in this Agreement and shall provide to the RTA such information that the RTA deems necessary to meet its reporting responsibilities or other requests from the FTA or any other governmental agency. When requesting reimbursement from the RTA, the Recipient will be required to submit detailed requisitions and progress reports supported by properly executed payrolls, time records, invoices, contracts, or vouchers, evidencing in detail the nature and propriety of the charges.

ARTICLE IX: REQUISITION, PAYMENT PROCEDURES, AND RECORD KEEPING

9.1 The Recipient shall establish and maintain as a separate set of accounts, or as an integral part of its current accounting scheme, accounts for each Project in conformity with requirements established by the RTA.

9.2 Allowable Costs.

Funds provided by the RTA under this Agreement shall only be used to pay or reimburse the Recipient for allowable costs for a Project which meets all of the requirements set forth below:

(a) They shall be made in conformance with the final, approved Exhibit A, Scope of Services, and Exhibit B, Project Budget(s), and all other provisions of this Agreement;

(b) They shall be necessary in order to accomplish the Project;

(c) They shall be reasonable in amount for the goods or services purchased;

(d) They shall be actual net costs to the Recipient (i.e., the price paid minus any refunds, rebates, or other items of value received by the Recipient which have the effect of reducing the cost actually incurred);

(e) They shall be incurred (and for work performed) after the effective date of this Agreement, unless specific authorization from the RTA to the contrary is received (in no event will the RTA provide funding to reimburse expenses incurred after expiration of this Agreement);

(f) To the extent applicable, they shall be in conformance with the standards for allowability of costs established by IDOT. State of Illinois rates apply for travel, lodging, meals and other expenses, as applicable.

(g) They shall be satisfactorily documented;

(h) They shall be treated uniformly and consistently under accounting principles and procedures approved or prescribed by generally accepted accounting principles, and those approved or prescribed by the Recipient for its contractors; and

(i) They shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges. (In the event that it may be impractical to determine exact costs of indirect or service functions, allowable costs will include such allowances for these costs as may be approved by the RTA.)

9.3 Payment Procedures.

(a) The Recipient may make requests for payment of allowable costs under the Agreement, and the RTA shall honor such requests in the manner set forth in this paragraph. In order to receive payments, the Recipient shall:

(1) Execute and submit to the RTA a requisition for approval by the RTA;

(2) Have submitted all financial, progress, and other reports required by the RTA;
and

(3) Have received approval by the RTA for any budget revisions required to cover all costs to be incurred by the end of the requisition period.

(b) Upon receipt of the completed requisition form and the accompanying information in satisfactory form, the RTA shall process the requisition. If the Recipient is complying with its obligations pursuant to the Agreement, the RTA shall reimburse apparent allowable costs incurred by the Recipient up to the maximum amount of the RTA Agreement. Such reimbursement shall be made within sixty (60) days after receipt of each request for same from the recipient. However, reimbursement of any cost pursuant to this paragraph shall not constitute a final determination by the RTA of the allowability of such cost and shall not constitute a waiver of any violation of the terms of this Agreement committed by the Recipient. The RTA will make a final determination as to the allowability of costs only after a final audit of the Agreement has been conducted pursuant to Article XI of the Agreement.

(c) In the event that the RTA determines that the payment should not be made, it shall notify the Recipient within twenty (20) days after receipt of the completed requisition form, stating the reasons for such determination.

(d) The Recipient agrees that upon completion of all of the Projects in this Agreement and after payment or provision for payment or reimbursement of all allowable costs, the Recipient shall refund to the RTA any unexpended balance of funds received by the Recipient under this Agreement.

9.4 Records Retention.

(a) All books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement, this Agreement and all books, records, and supporting documents related to the Agreement must be retained by Recipient for a minimum of five (5) years after completion of this Agreement or such longer time as may be required by any governmental agency from which funds are obtained and shall be available for review and audit by authorized representatives of the RTA, the Illinois Auditor General, IDOT, the FTA, or another governmental agency with the following qualifications:

(1) All records must be retained until final audit is completed and all audit findings are resolved, unless otherwise agreed to by the RTA;

(2) If any litigation or claim is initiated before completion of the final audit, records must be retained until all litigation or claims involving these records have been resolved; and

(3) Records of any property acquired with RTA funds must be retained for three years after final disposition of the property.

(b) Should the Recipient administer any system of records on behalf of the Federal or State Government, the Privacy Act of 1974, 5 USC 552 and 49 CFR 10, Subpart C, imposes information restrictions on the party managing the system of records.

9.5 Audits.

(a) Pursuant to all applicable Office of Management and Budget Circulars, the Recipient shall permit, and shall require its contractors to permit, at anytime, the RTA, or IDOT or other state or federal agency, authorized to perform such audit and inspection, to inspect all work, materials, payrolls, and other data and records, including computer or electronically generated records, documents, and data, with regard to each Project, and to audit the books, records, and accounts of the Recipient and its contractors with regard to each Project. The RTA also may require the Recipient to furnish at any time prior to closeout of the Agreement, audit reports with respect to the Agreement prepared according to generally accepted accounting principles. The Recipient agrees to promptly comply with recommendations contained in any RTA, IDOT or other state or federal agency final audit report.

(b) In accordance with 49 USC 5325(g), the Grantee agrees to require each third party whose contract award is not based on competitive bidding procedures as defined by the Secretary of U.S. DOT, to permit the Secretary, Comptroller General of the U.S., IDOT, the RTA, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that third party contract and audit the books, records, and accounts involved.

ARTICLE X: RIGHT OF THE RTA TO TERMINATE

10.1 Upon written notice to the Recipient, the RTA may suspend or terminate all or part of the financial and/or technical assistance provided herein if the Recipient is or has been in violation of the terms of the Agreement (including its obligation to provide for a portion of the funding for each Project as reflected on Exhibit B, if applicable), or if funding provided to the RTA pursuant to paragraph 7.1 is terminated. Termination of any Project in this Agreement will not invalidate obligations of the RTA to reimburse the Recipient for Project costs incurred up to and including the date of termination, nor invalidate obligations of the Recipient, properly incurred by the Recipient, to the extent they are noncancellable. The acceptance of a remittance by the RTA of any or all Project funds previously received by the Recipient or the closing out of the RTA financial participation in the Project shall not constitute a waiver of any claim which the RTA may otherwise have arising out of this Agreement.

For example, the foregoing remedies shall become available to the RTA if one of the following occurs:

(a) There is any misrepresentation of a material nature in the Application, or amendment thereof, or in respect to this Agreement or any document or data furnished pursuant hereto, or any other submission of the Recipient required by the RTA in connection with this Agreement;

(b) There is pending litigation which, in the opinion of the RTA, may jeopardize funding provided to the RTA pursuant to paragraph 7.1 of this Agreement;

(c) There has been in connection with the funding provided to the RTA pursuant to paragraph 7.1, any violation of the state or federal regulations, ordinances or statutes applicable to the Recipient, its officers or employees which, in the opinion of the RTA, affects this Agreement;

(d) Any funds provided by the RTA pursuant to this Agreement are used for an ineligible purpose;

(e) The Recipient is unable to substantiate the proper use of funding provided to the RTA pursuant to paragraph 7.1;

(f) The Recipient is in default under any of the provisions of this Agreement;

(g) There is failure to make progress which significantly endangers substantial completion of performance of the Project within a reasonable time, which failure shall be deemed to be a violation of the terms of this Agreement;

(h) The Recipient has failed to maintain the Project Facilities as required by this Agreement;

(i) The RTA determines that the purposes of the applicable governing laws would not be adequately served by continuation of state or federal assistance to the Project;

(j) The State Legislature or any federal agency fails to make sufficient appropriations for funding pertinent to that provided to the RTA pursuant to paragraph 7.1.

ARTICLE XI: SETTLEMENT AND CLOSE-OUT

11.1 Upon receipt of notice of successful completion of the Agreement or upon termination by the RTA, the RTA at its discretion will perform or contract for the performance of a final audit to determine the final allowability of costs incurred, and shall make final settlement of the RTA's obligations described in this Agreement. If the RTA has made payments to the Recipient in excess of the total amount of such RTA obligations, the Recipient shall promptly remit such excess to the RTA. The Agreement close-out occurs when the RTA notifies the Recipient and forwards the final Agreement payment or when an appropriate refund of RTA Agreement funds has been received from the Recipient and acknowledged by the RTA. Agreement close-out shall be subject to any continuing obligations imposed on the Recipient by this Agreement or contained in the final notification or acknowledgment from the RTA.

ARTICLE XII: PROCUREMENT

12.1 Procurement Procedures.

(a) The Recipient shall follow applicable federal, state, and local law and procedures when awarding and administering contracts for goods and services funded by this Agreement. Any such contract or subcontract for goods, property and services exceeding \$10,000 shall contain all the clauses pursuant to FTA Circular 4220.1E and 49 CFR 18.36, 19.40-19.48, and the parties shall comply with the requirements therein.

(b) Apart from inconsistent requirements imposed by federal and state law, the Recipient (and its subcontractors) agrees that no federal or state funds shall be used to support procurement utilizing exclusionary or discriminatory specifications and it will comply with 49 USC 5323(h)(2).

(c) The Recipient agrees to comply with U.S. Maritime Administration Regulations, "Cargo Preference – U.S. Flag Vessels," 46 CFR 381, to the extent those regulations apply to the Project, and insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Agreement.

(d) To the extent applicable, the Recipient agrees to comply with the requirements of 49 USC 5323 and FTA regulations, "Bus Testing", 49 CFR 665, and agrees to provide the RTA with applicable certifications and obtain applicable certifications from contractors, subcontractors and manufacturers.

(e) 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 USC 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR 661.

(f) The Recipient agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by federal statute, and as permitted by IDOT and FTA.

(g) The Recipient agrees to comply with the requirements of Executive Order No. 12549 and 12689 "Debarment and Suspension," and U.S. Department of Transportation (DOT) regulations on Debarment, 49 CFR 29, and agrees to obtain applicable certifications from contractors and subcontractors and otherwise comply with federal and state regulations.

(h) The Recipient certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or local government, nor has the Recipient made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of the Recipient committed bribery or attempted bribery on behalf of the Recipient and pursuant to the direction or authorization of a responsible official of the Recipient. The Recipient further certifies that it has not been barred from contracting with a unit of the State or local government as a result of a violation of Title III, Part E, Article 33 of the Criminal Code.

(i) Electronic and Information Technology – to the extent applicable, Recipient agrees to include in its specification requirements that all reports or information will be prepared and provided using electronic or information technology capable of assuring that, when provided to the RTA, it will meet with the applicable accessibility standards of Section 508 of the Rehabilitation Act of 1973, as amended, 29 USC 794(d) and U.S. Architecture and Transportation Barriers Compliance Board (ATBCB) regulations "Electronic and Information Technology Accessibility Standards," 36 CFR 1194.

12.2 Procurement Review.

The Recipient must obtain preaward approval from the RTA for: (1) any proposed third party contract; (2) any change order with a third party contractor; and (3) any use of force account for activities funded by this Agreement.

ARTICLE XIII: SETTLEMENT OF THIRD PARTY CONTRACT DISPUTES OR BREACHES

13.1 The RTA has a vested interest in the settlement of disputes, defaults, or breaches involving any RTA-assisted third party contracts for any Project. The RTA retains a right to a proportional share, based on the percentage of the RTA share committed to any Project, of any proceeds derived from any third party recovery, after taking into account any costs incurred by the Recipient in securing the recovery. Therefore, the Recipient shall avail itself of all legal rights available under any third party contract. The Recipient shall notify the RTA of any litigation pertaining to any third party contract. The RTA reserves the right to concur in any compromise or settlement of the Recipient's claim(s) involving any third party contract. If the third party contract contains a liquidated damages provision, such proportional share of any liquidated damages recovered shall be credited to the Project account unless the RTA permits otherwise.

ARTICLE XIV: ASSIGNMENT OF CONTRACT -- SUBCONTRACTORS

14.1 The Recipient agrees that no contract for services of any kind in connection with a Project funded by this Agreement shall be assigned, transferred, conveyed, sublet, or otherwise disposed of without the prior written consent of the RTA. All subcontracts shall contain all applicable contract clauses pursuant to federal and state requirements, and as required by this Agreement.

ARTICLE XV: INDEMNIFICATION

15.1 The Recipient agrees to save or hold harmless and indemnify the RTA from and against any and all losses, expenses, damages (including loss of use), demands, and claims, and shall defend any suit or action, whether at law or in equity, brought against it based on any alleged injury (including death) or damage relating to or arising out of any act or omission of the Recipient, its officers, employees and agents with respect to any Project funded by this Agreement and shall pay all damages, judgments, costs, and expenses, including attorney's fees, in connection with any demands and claims resulting therefrom; provided, however, that the Recipient shall not be required to save harmless, indemnify, or defend the RTA due to the negligence or misconduct of the RTA or its successors, assigns, agents, or employees or their respective failure to reasonably perform under this Agreement. This Section 15.1 shall survive the termination or expiration of this Agreement, whether by lapse of time or otherwise.

ARTICLE XVI: INDEPENDENCE OF RECIPIENT

16.1 In no event shall the Recipient or any of its employees, agents, contractors or subcontractors be considered agents or employees of the RTA, IDOT, FTA, U.S. Department of Transportation, or State of Illinois. Furthermore, the Recipient 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 RTA, U.S. Government, or State of Illinois and will not by reason of any relationship with the Agreement make any claim, demand, or application to or for any right or privilege applicable to an agent, officer, or employees of the RTA, U.S. Government, or State of Illinois, including but not limited to, rights and privileges concerning workmen's compensation and

occupational diseases coverage, unemployment compensation benefits, Social Security coverage, or retirement membership or credit.

ARTICLE XVII: NON-COLLUSION

17.1 The Recipient warrants that it has not paid and agrees not to pay any bonus, commission, fee, or gratuity for the purpose of obtaining any approval of its Application for any Project pursuant to this Agreement. No Recipient officer or employee, or member of any unit of local government which contributes funds to any Project funded by this Agreement shall be admitted to any share or part of this Agreement or to any benefit arising therefrom other than nominal.

ARTICLE XVIII: CONFLICTS OF INTEREST

18.1 The Recipient hereby certifies that: (1) no employee, officer, board member, or agent of the Recipient is a director, officer or employee of the RTA or (2) if such relationship exists, it is not prohibited by any applicable conflict of interest laws. The Recipient further certifies that, to its knowledge, no employee, officer, board member, or agent of the Recipient has participated in the selection, award, or administration of a contract supported by federal or state funds where such participation constitutes a conflict of interest, whether real or apparent. This conflict of interest requirement applies to all former employees, officers, board members, and agents for one year from the date the employee, officer, board member, or agent ended its employment with the Recipient.

The Recipient acknowledges that no director, officer or employee of the RTA may represent the Recipient with respect to any application or agreement in regard to which such director, officer or employee may be called upon to vote. The Recipient hereby certifies that it has not been, and shall not be, represented by any director, officer or employee of the RTA with respect to its application for financial or financial and technical assistance or this Agreement.

The Recipient agrees that its 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 RTA 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 Recipient relating to such contract, subcontract, or arrangement.

18.2 The Recipient agrees that it will prevent any real and 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 recipient or impair the objectivity in performing the contract work.

ARTICLE XIX: RECIPIENT'S RESPONSIBILITY FOR COMPLIANCE

19.1 Irrespective of the participation of other parties or third party contractors, the Recipient remains primarily responsible for compliance with this Agreement and all applicable federal, state, and local laws and regulations. If the Recipient will receive federal funds or funds from the Illinois Department of Transportation under this Agreement, the Recipient must complete Exhibit C, Certifications and Assurances, and comply with applicable terms and conditions therein. In addition, if the Recipient will receive federal funds under this Agreement, the Recipient must

complete Exhibit D, Annual Certification of Compliance with OMB Circular A-133, and comply with the terms and conditions therein.

ARTICLE XX: LABOR LAW COMPLIANCE

20.1 The Recipient agrees to comply with the labor law compliance provisions of any FTA grant contract pertaining to any Project funded by this Agreement and all applicable federal and state labor laws and regulations including, but not limited to, such 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.

(a) **Contract Work Hours and Safety Standards.** The requirements of the clauses contained in 29 CFR 5.5(b) are applicable to any contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1. The Recipient and its subcontractors 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 contracts 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 classification, 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 Recipient or its subcontractors for inspection, copying, or transcription by authorized representatives of the FTA, U.S. Department of Transportation, or Department of Labor, and the Recipient or its subcontractors will permit such representatives to interview employees during working hours on the job.

(b) The Recipient or contractor shall insert in any subcontract the clauses set forth in 29 CFR 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 5.5(b) involving overtime pay, unpaid wages and withholding for unpaid wages.

20.2 The Recipient also agrees to require any contractor performing professional or consulting service in connection with any Project funded by this Agreement to agree to adhere to the requirements of this Article.

ARTICLE XXI: CIVIL RIGHTS

21.1 Non Discrimination.

The Recipient shall comply with and shall require its contractors and subcontractors to comply with all federal, state, and local laws, rules, regulations and ordinances relating to non-discrimination including, but not limited to, all requirements of Title VI of the Civil Rights Act of 1964, 42 USC 2000(d); Section 303 of the Age Discrimination Act of 1975, as amended, 42 USC 6101, Section 202 of the Americans with Disabilities Act of 1990, 42 USC 12101 *et seq.*, Federal Transit Law at 49 USC 5332, and US DOT regulations, "Nondiscrimination in Federally-Assisted

Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act,” 49 CFR 21, and any implementing requirements the FTA may issue.

21.2 Equal Employment Opportunity Clauses.

(a) Federal Equal Employment Opportunity – The following requirements apply to the Project and the Recipient agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance provided by FTA.

(1) Discrimination Prohibited – In accordance with 42 USC 2000(e), 49 USC 5332, the Recipient agrees to 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 60 *et seq.*, (which implement E.O. No. 11246, “Equal Employment Opportunity,” as amended by E.O. No. 11375, “Amending E.O. No. 11246 relating to Equal Employment Opportunity,”) that may in the future affect construction activities undertaken in the course of this Project. The Recipient 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 Recipient agrees to comply with any implementing requirements FTA may issue.

(2) EEO Program Incorporated by Reference – If the Recipient is required to submit and obtain approval of its EEO program, that EEO program approved by the United States or State of Illinois government is incorporated by reference and made a part of this Agreement. Failure by the Recipient 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 RTA and the United States or State of Illinois government may impose such remedies as it considers appropriate, including termination of financial assistance, or other measures that may affect the Recipient’s eligibility to obtain future financial assistance in transportation projects.

(3) Age – In accordance with 49 USC 5332, the Recipient agrees to refrain from discrimination against present and prospective employees for reasons of age. In addition, the Recipient agrees to comply with any implementing requirements FTA may issue.

(4) Disabilities – In accordance with 42 USC 12101, the Grantee agrees that it will comply with the requirements of 29 CFR 1630, pertaining to the employment of persons with disabilities. In addition, the Recipient agrees to comply with any implementing requirements FTA may issue.

(5) Sex – In accordance with Title IX of The Educational Amendments of 1972, as amended, 20 USC 1681 *et seq.*, and U.S. Department of Transportation regulations 45 CFR 86, the Recipient agrees to comply with prohibitions against discrimination on the basis of sex, and any federal requirements that may be promulgated.

(6) 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,” for improving access to services for persons with limited English proficiency, *see* 42 USC 2000d-1.

(7) Environmental Justice – The Recipient shall comply with the applicable policies of Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations”, *see* 42 USC 4321 note.

(b) Sexual Harassment – The Recipient 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 Recipient’s internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Resources 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 5/1-101 *et seq.* A copy shall be provided to the RTA upon request.

(c) Illinois Human Rights Act - In the event of the Recipient’s non-compliance with the provisions of the Illinois Equal Employment Opportunity Clause, the Illinois Human Rights Act or the rules and regulations (the “Rules and Regulations”) of the Illinois Department of Human Rights (the “IDHR”), the Recipient may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this 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 Recipient agrees as follows:

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or 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 Agreement or any portion thereof, it will determine the availability (in accordance with the IDHR 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, marital status, national origin or ancestry, age, 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 organization or representative of the Recipient’s obligations under the Illinois Human Rights Act and the IDHR Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Recipient in its efforts to comply with such Act and Rules and Regulations, the Recipient will promptly so notify the IDHR and the contracting

agency and will recruit employees for other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the IDHR Rules and Regulations, furnish all relevant information as may from time to time be requested by the IDHR or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the IDHR Rules and Regulations.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel for the contracting agency and the IDHR for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the IDHR Rules and Regulations.

(7) That it will include verbatim or by reference the provisions of this section in every 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 Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the IDHR in the event any subcontractor fails to or refuses to comply therewith. In addition, the Contractor will not utilize any 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.

21.3 Disabilities.

The Recipient shall comply with and shall require its contractors and subcontractors to comply with all applicable federal and state requirements under the ADA and all applicable federal and state laws and regulations relating to procurement and access requirements in accommodating individuals with disabilities. The Recipient shall comply with, and agrees to include the following requirements in each contract or subcontract, applicable state and federal requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC 12101, *et seq.*; 49 USC 5301(d); Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC 794; Architectural Barriers Act, as amended, 42 USC 4151, *et. seq.*; including any amendments to the aforementioned Acts; and the following regulations and amendments thereto:

(a) DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR 37; "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance," 49 CFR 27; "Americans with Disabilities Act (ADA) Accessibility Guidelines/Specifications for Transportation Vehicles," 36 CFR 1192 and 49 CFR 38;

(b) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR 35; and "Nondiscrimination on the Basis of a Disability by Public Accommodations and in Commercial Facilities," 28 CFR 36;

(c) Uniform Federal Accessibility Standards, Appendix A to 41 CFR 101-19.6 (Copies of the Uniform Federal Accessibility Standards are available from the Office of Fair Housing and Equal Opportunity, U.S. Department of Housing and Urban Development, 451 Seventh Street, S.W., Washington, DC 20410, telephone (202) 708-1112;

(d) U.S. EEOC regulations to implement the equal employment provisions of the ADA, 29 CFR 1630;

(e) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR 64, Subpart F;

(f) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR 609;

(g) U.S. ATBCB regulations "Electronic and Information Technology Accessibility Standards", 36 CFR 1194; and

(h) Any implementing requirements FTA may issue.

21.4 Disadvantaged Business Enterprises.

(a) In accordance with 49 CFR Part 26.13(a), as amended, the Recipient assures the RTA that it shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement or the award and performance of any subcontract hereunder. Furthermore, the Recipient shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Recipient to carry out these requirements is a material breach of this Agreement, which may result in its termination or such other remedy as the RTA deems appropriate. The Recipient further agrees to include the language set forth in this Disadvantaged Business Enterprise Assurance in each subcontract it executes.

ARTICLE XXII: ENVIRONMENTAL COMPLIANCE

The Recipient shall comply with and shall require its contractors and subcontractors to comply with all federal, state, and local laws, rules, regulations and ordinances imposing environmental, resource conservation, and energy requirements with respect to the Project. The Recipient expressly understands that the following items do not constitute the Recipient's entire obligation to meet federal requirements. The Recipient agrees to comply with the following requests:

22.1 Energy Conservation – The Recipient and its contractors at all tiers shall comply with applicable 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 USC 6321 *et seq.*

22.2 Clean Fuels – To the extent applicable the Recipient and its contractors and subcontractors shall comply with the requirements of "Clean Fuels Formula Grant Program", 49 CFR 624 and any other applicable federal requirements, and 49 USC 5308.

ARTICLE XXIII: DRUG FREE WORKPLACE

23.1 The Recipient certifies and agrees that it will provide a drug-free workplace as required by the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and that it will comply with all provisions thereof. Further, the Recipient agrees to comply with the U.S. DOT Drug Free

Workplace Act, and U.S. DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)", 49 CFR 32, and other U.S. DOT and FTA regulations and guidance pertaining to substance abuse (drugs and alcohol) that may be promulgated.

23.2 If applicable, the Recipient 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 655; "Procedures for Transportation Workplace Drug and Alcohol Testing Programs" regulation, 49 CFR 40, and to require contractors and subcontractors, when applicable under 49 U.S.C. 5331 and 49 CFR 655, to do the same.

23.3 Confidentiality – Drugs or Alcohol Abuse. The Recipient shall comply with, and agrees to include the following requirements in each contract or subcontract, applicable state and federal requirements of confidentiality and other Civil Rights provisions of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 USC 1174 *et seq.* and the Public Health Service Act of 1912, 42 USC 290dd-2, including any amendments to the aforementioned Acts;

ARTICLE XXIV: RESTRICTIONS ON LOBBYING

24.1 (a) If this Agreement provides funding in whole or in part from federal funds for a Project(s), the Recipient agrees to comply with Section 319 of the 1990 Department of Interior and Related Agencies Appropriations Act, 31 USC 1352 relating to restrictions on influencing or attempting to influence federal officials in connection with grants, cooperative agreements, or contracts. By executing this Agreement, the Recipient certifies its compliance with this Act as specifically described in subparagraphs (b) and (c) below.

(b) The Recipient agrees that no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(c) The Recipient further agrees that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(d) The Recipient shall require that the language of this Article XXIV be included in the award documents for all third party contracts and that all such contractors shall certify and disclose accordingly.

ARTICLE XXV: SEVERABILITY

25.1 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 continue to conform to the purposes, terms, and requirements of applicable law.

ARTICLE XXVI: ASSIGNMENT AND AGREEMENT

26.1 This Agreement shall not be assigned, transferred, conveyed, sublet, or otherwise disposed of by the Recipient without the prior written consent of the RTA.

ARTICLE XXVII: AMENDMENT

27.1 The Parties agree that no change of the aggregate amount of all Project Budgets or a modification in scope of this Agreement shall be of any force or effect unless such 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 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 Exhibit A, Scope of Services, and Exhibit B, Project Budget, for each Project as appropriate, has been amended to conform thereto.

ARTICLE XXVIII: TITLES

28.1 The Parties agree that the titles of the articles and paragraphs of this Agreement are inserted for convenience of identification only and shall not be considered for any other purpose.

ARTICLE XXIX: OWNERSHIP OF DOCUMENTS/TITLE TO WORK

29.1 All documents, data, and records produced by Recipient and its contractors in carrying out Recipient's obligations and services hereunder, without limitation and whether preliminary or final, as between the RTA and Recipient shall become and remain the property of the RTA. The RTA shall have the right to use all such documents, data, and records without restriction or limitation and without additional compensation to Recipient. All documents, data, and records utilized in performing research shall be available for examination by the RTA upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data, and records shall, at the option of the RTA, be appropriately arranged, indexed, and delivered to the RTA by Recipient.

29.2 In accordance with 37 CFR 401, if any invention, improvement, or discovery of the Recipient or any of its subconsultants 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 Recipient agrees to notify the RTA, IDOT and FTA immediately and provide a detailed report. The rights and responsibilities of the Recipient, its subcontractors, the RTA, IDOT, and FTA, 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. The Recipient agrees to insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Agreement.

29.3 Rights in Data and Copyrights: The Recipient agrees as follows:

(a) 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.

(b) The following provisions apply to all subject data first produced in the performance of this Agreement:

(1) Except for its own internal use, the Recipient may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Recipient authorize others to do so, without the written consent of RTA, IDOT, or FTA, until such time as RTA, IDOT, or FTA, 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.

(2) As authorized by 49 CFR Part 18.34 and 49 CFR Part 19.36, RTA, IDOT and FTA reserve 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, subagreement, or third party contract, irrespective of whether or not a copyright has been obtained; and

(ii) Any rights of copyright to which a third party consultant purchases ownership with federal or state assistance.

(c) When the federal or state government provides assistance to a grantee for a Project involving planning, research, development, or a demonstration, it is generally FTA and IDOT's intent to increase the body of mass transportation knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless FTA or IDOT determine otherwise, the recipient of IDOT or FTA assistance to support planning, research, development, or a demonstration financed under the Acts, as amended, understands and agrees that, in addition to the rights set forth in section 29.3 (b) above, IDOT or FTA may make available to any government grantee, third party consultant, or third party subconsultant, either the federal or state government's license in the copyright to 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 subject data as defined in section 29.3 (a) above, and shall be delivered as RTA may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or programs for the Recipient's use, which costs are financed in whole or in part with IDOT or FTA assistance for transportation capital projects.

(d) Unless prohibited by state law, the Recipient agrees to indemnify, save, and hold harmless the RTA, the State of Illinois and FTA, as their officers, agents, and employees acting within the scope of their official duties, against any liability, including costs and expenses, resulting from any violation by the Recipient 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. The Recipient shall not be required to indemnify the RTA, the State of Illinois and FTA for any such liability arising out of the wrongful acts of employees or agents of the RTA, the State of Illinois or FTA.

(e) Nothing contained in this section on rights in data shall imply a license to the RTA, IDOT or FTA under any patent to be construed as affecting the scope of any license or other right otherwise granted to the RTA, IDOT and FTA under any patent.

(f) The requirements of sub-sections (c), (d), and (e) of section 29.3 above, do not apply to material furnished to the Recipient by the RTA, IDOT and FTA and incorporated in the work carried out under this Agreement; provided that such incorporated material is identified by the Recipient at time of delivery of such work.

(g) The Recipient understands and agrees that data and information submitted to the RTA, IDOT or FTA may be required to be made available under the Freedom of Information Act or other state or federal statutes in accordance with 49 CFR 19.36, as revised.

ARTICLE XXX: ETHICS

30.1 Bribery - Non-governmental 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. They also certify that they have not admitted guilt of such conduct which is a matter of record, nor do they have an official, agent, or employee who has committed bribery or attempted bribery on the firm's behalf under the direction or authorization of one of the Grantee's responsible officials. They also certify that they have not been barred from contracting with a State or local governmental unit as a result of a violation of Title III, Part E, Article 33 of the Illinois Criminal Code.

ARTICLE XXXI: PRIVACY

31.1 Should the Grantee, or any of its third party contractors, or their employees, administer any system of records on behalf of the Federal or State Government, the Privacy Act of 1974, 5 U.S.C. 552 and 49 CFR 10, Subpart C, imposes information restrictions on the party managing the system of records.

ARTICLE XXXII: DOCUMENTS FORMING THIS AGREEMENT

32.1 The Parties agree that this constitutes the entire Agreement between the Parties hereto, that there are no agreements or understandings, implied or expressed, except as specifically set forth or incorporated by reference in the Agreement and that all prior arrangements and understandings in the connection are merged into and contained in this Agreement. The Parties hereto further agree that this Agreement consists of this "Technical Services Agreement," and:

- Exhibit A, Scope of Services
- Exhibit B, Project Budget
- Exhibit C, Certifications and Assurances
- Exhibit D, OMB Circular A-133 Single Audit Certification Form

ARTICLE XXXIII: SPECIAL CONDITIONS

33.1 Annual Certifications to Comply with OMB Circular A-133. The Grantee shall annually file with the RTA, within 30 days after completion of the single audit (if applicable) or no more than nine months after the end of each of Grantee's fiscal year (or portion thereof) during the term of this Agreement, an annual certification to comply with OMB Circular A-133, in the form attached hereto as Exhibit D. The obligation to file such certification for a Grantee's fiscal year in which Grantee expends funds under this Agreement shall survive any expiration or termination of this Agreement.

ARTICLE XXXIV: MISCELLANEOUS

34.1 Notices. All notices, other communications and approvals required or permitted by this Agreement shall be in writing and shall be delivered, sent by certified or registered mail (return receipt requested and postage prepaid), addressed as follows:

- (a) in the case of the RTA:
175 West Jackson Boulevard
Suite 1550
Chicago, Illinois 60604
Attention: Beata Welsh

- (b) in the case of the Recipient:
16111 Nelson Road
Woodstock, Illinois 60098
Attention: Jason Osborn

or such other persons or addresses as either party may from time to time designate by notice to the other. All notices required hereunder shall be in writing and shall be deemed properly served if delivered in person or if sent by registered or certified mail, with postage prepaid and return receipt requested, to the addresses specified. All notices required hereunder shall be deemed received on the date of delivery, or attempted delivery, if delivered in person, or if mailed, on the date which is two (2) days after the date such notice is deposited in the mail.

34.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions and understandings, written or oral, between the parties.

34.3 Governing Law. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws in force in the State of Illinois (excluding any conflict of laws rule or principle which might refer such interpretation to the laws of another jurisdiction).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

RECIPIENT: THE MCHENRY COUNTY, ILLINOIS

Attest: _____

By: _____
KENNETH D. KOEHLER

Date: _____

Title: CHAIRMAN, MCHENRY COUNTY BOARD

REGIONAL TRANSPORTATION AUTHORITY

Attest: _____

By: _____
JOSEPH G. COSTELLO *BJS*

Date: _____

Title: EXECUTIVE DIRECTOR

Exhibit A
Scope of Services for
JARC-2010-08

Applicant: The McHenry County, Illinois

RTA Project Number: 156

Project Name: McHenry County Service Integration and Coordination (Operating)

Project Description:

This project will integrate and coordinate three municipal services, the Cities of Crystal Lake, McHenry and Woodstock, and the McHenry County service. Additionally, it will initiate services for seniors and the disabled in Greenwood Township. Two service extensions will be included to serve the Fox Lake Metra Station and Valley-Hi nursing home. Tracking and automated dispatching software will be used to help manage the available fleet.

Operations funding shall be used to cover up to 50% of the net cost of each trip provided for JARC eligible trips as provided for in the project budget.

Project Location:

The townships of Dorr, Greenwood, and McHenry including the Cities of Crystal Lake, Woodstock and McHenry. Upon notification to the RTA, McHenry County may revise the service area.

RTA Project Number: 157

Project Name: McHenry County Service Integration and Coordination (Mobility Management)

Project Description:

Mobility Management funding shall be used to cover up to 80% of eligible expenses associated with registering riders and conducting target population outreach including marketing coordination with dispatch center staff.

RTA Project Number: 158

Project Name: McHenry County Service Integration and Coordination (Capital)

Project Description:

Capital funding for computer hardware and, in two vehicles, mobile data terminals. Included will be tracking and automated dispatching software to help manage the available fleet. Funding provided on a 100% basis using both Federal JARC funding and Transportation Development Credits.

EXHIBIT B
PROJECT BUDGET
for
JARC-2010-08

Budget Number	0	Date	
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Applicant The McHenry County, Illinois

Total Project Budget \$993,650.00

RTA Project Number/ Title	156	McHenry County Service Integration and Coordination (Operating)
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	Project Budget	Inkind	Estimated Project Funds	
			Cash	Share
RTA	\$488,825.00	\$0.00	\$488,825.00	50.00%
Local	\$488,825.00	\$0.00	\$488,825.00	50.00%
Other	\$0.00	\$0.00	\$0.00	0.00%
Total:	\$977,650.00	\$0.00	\$977,650.00	100.00%

RTA Project Number/ Title	157	McHenry County Service Integration and Coordination (Mobility Management)
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	Project Budget	Inkind	Estimated Project Funds	
			Cash	Share
RTA	\$8,000.00	\$0.00	\$8,000.00	80.00%
Local	\$2,000.00	\$0.00	\$2,000.00	20.00%
Other	\$0.00	\$0.00	\$0.00	0.00%
Total:	\$10,000.00	\$0.00	\$10,000.00	100.00%

RTA Project Number/ Title	158	McHenry County Service Integration and Coordination (Capital)
----------------------------------	-----	----------------------------------------------------------------------

	Project Budget	Inkind	Estimated Project Funds	
			Cash	Share
RTA	\$6,000.00	\$0.00	\$6,000.00	100.00%
Local	\$0.00	\$0.00	\$0.00	0.00%
Other	\$0.00	\$0.00	\$0.00	0.00%
Total:	\$6,000.00	\$0.00	\$6,000.00	100.00%

EXHIBIT C

2010 CERTIFICATIONS AND ASSURANCES

In accordance with 49 U.S.C. 5323(n), the following certifications and assurances have been complied to cover all grants and agreements that include Federal Transit Administration (“FTA”), Illinois Department of Transportation (“IDOT”) and/or Regional Transportation Authority (“RTA”) assistance programs. Twenty-Six (26) Categories of certifications and assurances are listed below by roman numerals I through XXVI. Category I applies to all Grantees. Category II applies to all applications exceeding \$100,000. Categories III through XXV will apply to and be required for some, but not all, Grantees and projects and will be indicated with an “X” as needed.

The RTA and the Grantee understand and agree that not every provision of these certifications and assurances will apply to every Grantee or every project for which the RTA provides Federal financial assistance through a grant agreement, cooperative agreement or contract. The type of project and the section of the statute authorizing Federal financial assistance for the project will determine which provisions apply. The terms of these certifications and assurances reflect applicable requirements of the FTA’s enabling legislation currently in effect.

The Grantee also understands and agrees that these certifications and assurances are special pre-award requirements specifically prescribed by Federal law or regulation and do not encompass all statutory and regulatory requirements that may apply to the Grantee or its project. A comprehensive list of those Federal laws, regulations, and directives is contained in the current FTA Master Agreement MA(15) for Federal Fiscal Year 2009 (the “Master Agreement”) at the FTA website <http://www.fta.dot.gov/documents/16-Master.pdf>. The certifications and assurances in this document have been streamlined to remove most provisions not covered by statutory or regulatory certification or assurance requirements.

Because many requirements of these certifications and assurances will require the compliance of the subrecipient of the Grantee, the RTA and the FTA strongly recommend that each Grantee that will be implementing projects through one or more subrecipients, secure sufficient documentation from each subrecipient to assure compliance, not only with these certifications and assurances, but also with the terms of the grant agreement, cooperative agreement or contract for the project, and the applicable Master Agreement for its project, if applicable, incorporated therein by reference. Each Grantee is ultimately responsible for compliance with the provisions of these certifications and assurances applicable to itself or its project irrespective of participation in the project by any subrecipient.

The Grantee understands and agrees that when it receives RTA assistance on behalf of a consortium, joint venture, partnership or team, each member of that consortium, joint venture, partnership, or team is responsible for compliance with the certifications and assurances the Grantee selects.

The Applicant agrees to comply with the applicable provisions of the following categories that have been selected by the RTA:

- I. Required of Each Grantee
- II. Lobbying
- III. Procurement Compliance
- IV. Protections for Private Transportation Providers
- V. Public Hearing
- VI. Acquisition of Rolling Stock
- VII. Acquisition of Capital Assets by Lease
- VIII. Bus Testing
- IX. Charter Service Agreement
- X. School Transportation Agreement
- XI. Demand Responsive Service
- XII. Alcohol Misuse and Prohibited Drug Use
- XIII. Interest and Other Financing Costs
- XIV. Intelligent Transportation Systems
- XV. Urbanized Area Formula Program
- XVI. Clean Fuels Grant Program
- XVII. Elderly Individuals and Individuals with Disabilities Formula & Pilot Programs
- XVIII. Nonurbanized Area Formula Program
- XIX. Job Access and Reverse Commute Formula Grant Program
- XX. New Freedom Program
- XXI. Alternative Transportation in Parks and Public Lands
- XXII. Tribal Transit Program
- XXIII. Infrastructure Finance Projects
- XXIV. Deposits of Federal Financial Assistance to State Infrastructure Banks
- XXV. Additional FTA Certifications & Assurances
- XXVI. IDOT Certifications & Assurances

The following signature pages (Grantee and Grantee's attorney) must be appropriately completed and signed where indicated by both Grantee and Grantee's attorney.

CERTIFICATIONS AND ASSURANCES

Name of Grantee: *The McHenry County, Illinois*

Name of Authorized Representative: *Kenneth D. Koehler*

Relationship of Authorized Representative: *Chairman, McHenry County Board*

BY SIGNING BELOW, on behalf of the Grantee, I declare that the Grantee has duly authorized me to make these certifications and assurances and bind the Grantee's compliance. Thus, the Grantee agrees to comply with all local, state and Federal statutes, regulations, executive orders, and requirements applicable to this grant or contract and projects funded by this grant or contract.

The RTA intends that the certifications and assurances selected on the preceding page of these certification and assurances should apply, as provided, to each project for which the Grantee seeks now, or may later seek, RTA assistance during this fiscal year.

The Grantee affirms the truthfulness and accuracy of the certifications and assurances it has made in the statements submitted herein with this document and any other submission made to FTA, IDOT or RTA, and acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 et seq., as implemented by U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31 may apply to any certification, assurance or submission made to RTA. The criminal provisions of 18 U.S.C. 1001 may apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized in 49 U.S.C. chapter 53 or any other statute.

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Grantee are true and correct.

Signature _____

Date _____

Name *Kenneth D. Koehler*

Authorized Representative of Grantee

AFFIRMATION OF GRANTEE'S ATTORNEY

Name of Grantee: *The McHenry County, Illinois*

As the undersigned Attorney for the above named Grantee, I hereby affirm to the Grantee that it has authority under state, local, or tribal government law, as applicable, to make and comply with these certifications and assurances as indicated on the first page of this certifications and assurances document. I further affirm that, in my opinion, the certifications and assurances have been legally made and constitute legal and binding obligations on the Grantee.

I further affirm to the Grantee that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances, or of the performance of the project. Furthermore, if I become aware of circumstances that change the accuracy of the foregoing statements, I will notify the Grantee, the RTA and, if applicable, IDOT and the FTA.

Signature _____

Date: _____

Name _____

Attorney for Grantee

Each Grantee that requests Federal financial assistance (except 49 U.S.C. 5312(b) assistance) and each Grantee with an active capital or formula project must provide an Affirmation of Grantee's Attorney pertaining to the Grantee's legal capacity. The Grantee may enter its signature in lieu of the Attorney's signature, provided the Grantee has on file this Affirmation, signed by the attorney and dated this Federal fiscal year.

CERTIFICATIONS AND ASSURANCES

I. ASSURANCES REQUIRED FOR EACH GRANTEE

The RTA may not award any assistance or enter into any contract until the Grantee provides all certifications and assurances in this Category "I."

A. *Assurance of Authority of the Grantee and Its Representative*

The authorized representative of the Grantee and the Attorney who sign these certifications, assurances, and agreements affirm that both the Grantee and its authorized representative have adequate authority under applicable state, local or Indian tribal law and regulations, and the Grantee's by-laws or internal rules to:

- (1) Execute and file the grant agreement, cooperative agreement or contract with the RTA on behalf of the Grantee; and
- (2) Execute and file the required certifications, assurances and agreements on behalf of the Grantee binding the Grantee.

B. *Standard Assurances*

The Grantee assures that it will comply with all applicable local, state and Federal statutes, and regulations in carrying out any project supported by a grant agreement, cooperative agreement or contract awarded by the RTA. The Grantee agrees that it is under a continuing obligation to comply with the terms and conditions of the grant agreement, cooperative agreement or contract issued for its project with the FTA, IDOT or the RTA. The Grantee recognizes that local, state and Federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The Grantee understands that Presidential executive orders and Federal directives, including Federal policies and program guidance may be issued concerning matters affecting the Grantee or its project. The Grantee agrees that the most recent local, state and Federal laws, regulations, and directives will apply to the project, unless FTA, IDOT or RTA issues a written determination otherwise.

C. *Intergovernmental Review Assurance*

Except if the Grantee is an Indian tribal government seeking assistance authorized by 49 U.S.C. 531 1(c)(1), the Grantee assures that each grant of Federal assistance that it receives from the RTA or contract that it enters into with the RTA has been submitted or will be submitted, as may be required by each state, for intergovernmental review to the appropriate state and local agencies. Specifically, the Grantee assures that it has fulfilled or will fulfill the obligations imposed on FTA by U.S. Department of Transportation (U.S. DOT) regulations, "Intergovernmental Review of Department of Transportation Programs and Activities," 49 CFR part 17. This assurance does not apply to Grantees receiving Federal assistance under FTA's Tribal Transit Program, 49 U.S.C. 531 1(c)(1).

D. *Nondiscrimination Assurance*

As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), by Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and by U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21 at 21.7, the Grantee assures that it will comply with all requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) funded by Federal assistance and awarded by the RTA.

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

(1) Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, and Grantee understands that this assurance extends to its entire facility and to facilities operated in connection with the project;

(2) It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the Grantee assures that it will submit the required information pertaining to its compliance with these provisions;

(3) It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21 to other parties involved therein including any subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project;

(4) Should it transfer real property, structures, or improvements financed with Federal assistance awarded by the RTA to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the Federal assistance is extended or for another purpose involving the provision of similar services or benefits;

(5) The United States has a right to seek judicial enforcement with regard to any matter arising under Title VI of the Civil Rights Act, U.S. DOT implementing regulations, and this assurance; and

(6) It will make any changes in its Title VI implementing procedures as U.S. DOT or FTA may request to achieve compliance with the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21.

E. *Assurance of Nondiscrimination on the Basis of Disability*

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

F. *U.S. Office of Management and Budget (OMB) Assurances*

Consistent with OMB assurances set forth in SF-424B and SF-424D, the Grantee assures that, with respect to itself or its project, the Grantee:

(1) Has the legal authority to apply for and receive Federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project cost) to assure proper planning, management, and completion of the project described in the grant agreement, cooperative agreement or contract;

(2) Will give FTA, the Comptroller General of the United States, and, if appropriate, the state and RTA, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;

(3) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;

(4) Will initiate and complete the work within the applicable project time periods following receipt of RTA approval;

(5) Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:

(a) Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;

(b) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25, which prohibit discrimination on the basis of sex;

(c) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability;

(d) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;

(e) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. 1101 et seq., relating to nondiscrimination on the basis of drug abuse;

(f) The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. 4541 et seq. relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(g) The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd through 290dd-2, relating to confidentiality of alcohol and drug abuse patient records;

(h) Title VIII of the Civil Rights Act, 42 U.S.C. 3601 et seq., relating to nondiscrimination in the sale, rental, or financing of housing; and

(i) Any other nondiscrimination statute(s) that may apply to the project;

(6) To the extent applicable, will comply with, or has complied with, the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (Uniform Relocation Act) 42 U.S.C. 4601 et seq., which, among other things, provide for fair and equitable treatment of persons displaced or persons whose property is acquired as a result of federally assisted programs. These requirements apply to all interests in real property acquired for project purposes and displacement caused by the project regardless of Federal participation in any purchase. As required by sections 210 and 305 of the Uniform Relocation Act, 42 U.S.C. 4630 and 4655, and by U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR 24.4, the Grantee assures that it has the requisite authority under applicable state and local law to comply with the requirements of the Uniform Relocation Act, 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, and will comply with that Act or has complied with that Act and those implementing regulations, including but not limited to the following:

(a) The Grantee will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24;

(b) The Grantee will provide fair and reasonable relocation payments and assistance as required by 42 U.S.C. 4622, 4623, and 4624; 49 CFR part 24; and any applicable FTA procedures, to or for families, individuals, partnerships, corporations, or associations displaced as a result of any project financed with FTA assistance;

(c) The Grantee will provide relocation assistance programs offering the services described in 42 U.S.C. 4625 to such displaced families, individuals, partnerships, corporations, or associations in the manner provided in 49 CFR part 24;

(d) Within a reasonable time before displacement, the Grantee will make available comparable replacement dwellings to displaced families and individuals as required by 42 U.S.C. 4625(c)(3);

(e) The Grantee will carry out the relocation process in such manner as to provide displaced persons with uniform and consistent services, and will make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin;

(f) In acquiring real property, the Grantee will be guided to the greatest extent practicable under state law, by the real property acquisition policies of 42 U.S.C. 4651 and 4652;

(g) The Grantee will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. 4653 and 4654, with the understanding that FTA will provide Federal financial assistance for the Grantee's eligible costs of providing payments for those expenses, as required by 42 U.S.C. 4631;

(h) The Grantee will execute such amendments to third party contracts and subagreements financed with FTA assistance and execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement the assurances provided herein; and

(i) The Grantee agrees to make these assurances part of or incorporate them by reference into any third party contract or subagreement, or any amendments thereto, relating to any project financed by FTA involving relocation or land acquisition and provide in any affected document that these relocation and land acquisition provisions shall supersede any conflicting provisions;

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

(8) To the extent applicable, will comply with the flood insurance purchase requirements of section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), requiring the Grantee and its subrecipients in a special flood hazard area to participate in the program and purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;

(9) To the extent applicable, will comply with the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4831(b), which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures;

(10) To the extent applicable, will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities on which a construction project supported with FTA assistance takes place without permission and instructions from the RTA;

(11) To the extent required by FTA, will record the Federal interest in the title of real property, and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project;

(12) To the extent applicable, will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications of any construction project supported with FTA assistance. As required by U.S. DOT regulations, "Seismic Safety," 49 CFR 41.117(d), before accepting delivery of any building financed with FTA assistance, it will obtain a certificate of compliance with the seismic design and construction requirements of 49 CFR part 41;

(13) To the extent applicable, will provide and maintain competent and adequate engineering supervision at the construction site of any project supported with FTA assistance to assure that the complete work conforms with the approved plans and specifications, and will furnish progress reports and such other information as may be required by FTA, IDOT, or RTA;

(14) To the extent applicable, will comply with any applicable environmental standards that may be prescribed to implement the following Federal laws and executive orders:

(a) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321 through 4335 and Executive Order No. 11514, as amended, 42 U.S.C. 4321 note;

(b) Notification of violating facilities pursuant to Executive Order No. 11738, 42 U.S.C. 7606 note;

(c) Protection of wetlands pursuant to Executive Order No. 11990, 42 U.S.C. 4321 note;

(d) Evaluation of flood hazards in floodplains in accordance with Executive Order No. 11988, 42 U.S.C. 4321 note;

(e) Assurance of project consistency with the approved state management program developed pursuant to the requirements of the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. 1451 through 1465;

(f) Conformity of Federal actions to State (Clean Air) Implementation Plans under section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 through 7671q;

(g) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f through 300j-6;

(h) Protection of endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 through 1544; and

(i) Environmental protections for Federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, state, or local significance or any land from a historic site of national, state, or local significance to be used in a transportation project as required by 49 U.S.C. 303(b) and 303(c);

(j) Protection of the components of the national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. 1271 through 1287; and

(k) Provision of assistance to FTA, IDOT and RTA in complying with section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470f; with the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. 469 through 469c; and with Executive Order No. 11593 (identification and protection of historic properties), 16 U.S.C. 470 note;

(15) To the extent applicable, will comply with the requirements of the Hatch Act, 5 U.S.C. 1501 through 1508, and 7324 through 7326, which limit the political activities of state and local agencies and their officers and employees whose primary employment activities are financed in whole or part with Federal funds including a Federal loan, grant agreement, cooperative agreement, or contract except, in accordance with 49 U.S.C. 5307(k)(2) and 23 U.S.C. 142(g), the Hatch Act does not apply to a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA assistance to whom that Act does not otherwise apply;

(16) To the extent applicable, will comply with the National Research Act, Pub. L. 93-348, July 12, 1974, as amended, 42 U.S.C. 289 et seq., and U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11, regarding the protection of human subjects involved in research, development, and related activities supported by Federal assistance;

(17) To the extent applicable, will comply with the Animal Welfare Act, as amended, 7 U.S.C. 2131 et seq., and U.S. Department of Agriculture regulations, "Animal Welfare," 9 CFR subchapter A, parts 1, 2, 3, and 4, regarding the care, handling, and treatment of warm

blooded animals held or used for research, teaching, or other activities supported by Federal assistance;

(18) Will have performed the financial and compliance audits as required by the Single Audit Act Amendments of 1996, 31 U.S.C. 7501 et seq., OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," Revised, and the most recent applicable OMB A-133 Compliance Supplement provisions for the U.S. DOT; and

(19) To the extent applicable, will comply with all applicable provisions of all other Federal laws or regulations, and follow Federal directives governing the Project, except to the extent that the FTA or RTA has expressly approved otherwise in writing.

II. LOBBYING CERTIFICATION

A Grantee that executes a grant agreement, cooperative agreement or contract where Federal assistance exceeds \$100,000 is required to provide the following certification.

A. As required by 31 U.S.C. 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the Grantee's authorized representative certifies to the best of his or her knowledge and belief that for each grant agreement, cooperative agreement or contract funded by Federal assistance exceeding \$100,000:

(1) No Federal appropriated funds have been or will be paid by or on behalf of the Grantee to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and

(2) If any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant agreement, cooperative agreement or contract, the Grantee assures that it will complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," Rev. 7-97; and

(3) The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, subagreements, and contracts under grants, loans (including lines of credit), cooperative agreements, loan guarantees and loan insurance).

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

III. PROCUREMENT COMPLIANCE

In accordance with 49 CFR 18.36(g)(3)(ii), each Grantee that is a state, local or Indian tribal government that is seeking Federal assistance to acquire property or services in support of its project is requested to provide the following certification. The RTA also requests other Grantees to provide the following certification. A Grantee that requests RTA assistance to acquire property or services in support of its project that fails to provide this certification may be determined ineligible for award of local or Federal assistance for the project, if the RTA determines that its procurement practices and procurement system are incapable of compliance with local, state and Federal laws, regulations and directives governing procurements financed with RTA or FTA assistance.

The Grantee certifies that its procurements and procurement system will comply with all applicable Federal laws and regulations in accordance with applicable Federal directives, except to the extent the RTA has expressly approved otherwise in writing.

IV. PROTECTIONS FOR PRIVATE TRANSPORTATION PROVIDERS

A Grantee that is a state, local or Indian Tribal government that is seeking Federal assistance authorized under 49 U.S.C. chapter 53 to acquire any property or an interest in the property of a private provider of public transportation or to operate public transportation equipment or facilities in competition with, or in addition to, transportation service provided by an existing private provider of public transportation is required to provide the following certification.

As required by 49 U.S.C. 5323(a)(1), the Grantee certifies that before it acquires the property or an interest in the property of a private provider of public transportation or operates public transportation equipment or facilities in competition with, or in addition to, transportation service provided by an existing public transportation company, it has or will have:

- A. Determined that the assistance is essential to carrying out a program of projects as required by 49 U.S.C. 5303, 5304, and 5306;
- B. Provided for the participation of private companies engaged in public transportation to the maximum extent feasible; and
- C. Paid just compensation under state or local law to the company for any franchise or property acquired.

V. PUBLIC HEARING

A Grantee seeking Federal assistance authorized under 49 U.S.C. chapter 53 for a capital project that will substantially affect a community or a community's public transportation service is required to provide the following certification.

As required by 49 U.S.C. 5323(b), for a proposed capital project that will substantially affect a community, or the public transportation service of a community, the Grantee certifies that it has, or before receiving the grant, it will have:

- A. Provided an adequate opportunity for public review and comment on the project;

- B. After providing notice, including a concise description of the proposed project, published in a newspaper of general circulation in the geographic area to be served, held a public hearing on the project if the project affects significant economic, social, or environmental interests;
- C. Considered the economic, social, and environmental effects of the proposed project; and
- D. Determined that the proposed project is consistent with official plans for developing the community.

VI. ACQUISITION OF ROLLING STOCK

A Grantee seeking Federal assistance authorized under 49 U.S.C. chapter 53 to acquire any rolling stock for use in revenue service is required to provide the following certification.

As required by 49 U.S.C. 5323(m) and implementing FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR part 663, at 49 CFR 663.7, the Grantee certifies that it will comply with the requirements of 49 CFR part 663 as modified by amendments authorized by section 3023(k) of SAFETEA-LU when procuring revenue service rolling stock. Among other things, the Grantee agrees to conduct or cause to be conducted the requisite pre-award and post-delivery reviews, and maintain on file the certifications required by 49 CFR part 663, subparts B, C, and D.

VII. ACQUISITION OF CAPITAL ASSETS BY LEASE

A Grantee that intends to use local, state or Federal assistance authorized under 49 U.S.C. chapter 53 to acquire capital assets by lease is required to provide the following certifications.

As required by FTA regulations, "Capital Leases," 49 CFR part 639, at 49 CFR 639.15(b)(1) and 49 CFR 639.21, if the Grantee acquires any capital asset by lease financed with local, state or Federal assistance authorized under 49 U.S.C. chapter 53, the Grantee certifies as follows:

- (1) It will not use local, state or Federal assistance (authorized by 49 U.S.C. chapter 53) to finance the cost of leasing any capital asset until it performs calculations demonstrating that leasing the capital asset would be more cost-effective than purchasing or constructing a similar asset; and it will complete these calculations before entering into the lease or before receiving a capital grant for the asset, whichever is later; and
- (2) It will not enter into a capital lease for which the RTA or the FTA can provide only incremental local, state or federal assistance unless it has adequate financial resources to meet its future obligations under the lease if local, state or Federal assistance is not available for capital projects in the subsequent years.

VIII. BUS TESTING

A Grantee that receives Federal assistance appropriated or made available for 49 U.S.C. chapter 53 to acquire any new bus model or any bus model with a new major change in configuration or components is required to provide the following certification.

As required by 49 U.S.C. 5318 and FTA regulations, "Bus Testing," at 49 CFR 665.7, the Grantee certifies that, before expending any Federal assistance to acquire the first bus of any new bus model or any bus model with a new major change in configuration or components, or before authorizing final acceptance of that bus (as described in 49 CFR part 665):

- A. The bus model will have been tested at the FTA's bus testing facility; and
- B. The Grantee will have received a copy of the test report prepared on the bus model.

IX. CHARTER SERVICE AGREEMENT

A Grantee receiving Federal assistance authorized under 49 U.S.C. chapter 53 (except as permitted by 49 CRR 604.2), or under 23 U.S.C. 133 or 142 to acquire or operate any public transportation equipment or facilities is required to enter into the following Charter Service Agreement.

A. As required by 49 U.S.C. 5323(d) and (g) and FTA regulations at 49 CFR part 604.4, the Grantee understands and agrees that it and each subrecipient, lessee, third party contractor, or other participant in the project at any tier may provide charter service for transportation projects that uses equipment or facilities acquired with federal assistance authorized under the Federal transit laws (except as permitted by 49 CRR 604.2), or under 23 U.S.C. 133 or 142 only in compliance with those laws and FTA regulations, "Charter Service", 49 CFR part 604, the terms and conditions of which are incorporated herein by reference.

B. The Grantee understands and agrees that:

- (1) The requirements of FTA regulations, "Charter Service," 49 CFR part 604, will apply to any charter service that it or its subrecipients, lessees, third party contractors, or other participants in the project provide;
- (2) The definitions of FTA regulations, "Charter Service," 49 CFR part 604 will apply to this Charter Service Agreement; and
- (3) A pattern of violations of this Charter Service Agreement may require corrective measures and imposition of remedies, including barring the Grantee, subrecipient, lessee, third party contractor, or other participant in the project that has engaged in that pattern of violations from receiving FTA financial assistance, or withholding an amount of Federal assistance as set forth in FTA regulations, "Charter Service," 49 CFR part 604, Appendix D.

X. SCHOOL TRANSPORTATION AGREEMENT

A Grantee receiving federal assistance authorized under 49 U.S.C. chapter 53 or under 23 U.S.C. 133 or 142 to acquire or operate public transportation facilities and equipment is required to enter into the following School Transportation Agreement.

A. As required by 49 U.S.C. 5323(f) and (g) and FTA regulations at 49 CFR 605.14, the Grantee understands and agrees that it and each subrecipient, lessee, third party contractor, or other participant in the project at any tier may engage in school transportation operations in competition with private school transportation operators that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. 5323(f) or (g), the terms and conditions of which are incorporated herein by reference.

B. The Grantee understands and agrees that:

(1) The requirements of FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. 5323(f) or (g), will apply to any school transportation service it or its subrecipients, lessees, third party contractors, or other participants in the project provide,

(2) The definitions of FTA regulations, "School Bus Operations," 49 CFR part 605 will apply to this School Transportation Agreement; and

(3) If there is a violation of this School Transportation Agreement, FTA will bar the Grantee, subrecipient, lessee, third party contractor, or other participant in the project that has violated this School Transportation Agreement from receiving Federal transit assistance in an amount FTA considers appropriate.

XI. DEMAND RESPONSIVE SERVICE

A Grantee that operates demand responsive service and receives direct Federal assistance authorized for 49 U.S.C. chapter 53 to acquire non-rail public transportation vehicles is required to provide the following certification.

As required by U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," at 49 CFR 37.77(d), the Grantee certifies that its demand responsive service offered to individuals with disabilities, including individuals who use wheelchairs, is equivalent to the level and quality of service offered to individuals without disabilities. Viewed in its entirety, the Grantee's service for individuals with disabilities is provided in the most integrated setting feasible and is equivalent with respect to: (1) response time, (2) fares, (3) geographic service area, (4) hours and days of service, (5) restrictions on trip purpose, (6) availability of information and reservation capability, and (7) constraints on capacity or service availability.

XII. ALCOHOL MISUSE AND PROHIBITED DRUG USE

If the Grantee is required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 655, to provide the following certification concerning its activities to prevent alcohol misuse and prohibited drug use in its public transportation operations.

As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 655, subpart I, the Grantee certifies that it has established

and implemented an alcohol misuse and anti-drug program, and has complied with or will comply with all applicable requirements of FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655.

XIII. INTEREST AND OTHER FINANCING COSTS

A Grantee that intends to use Federal assistance for reimbursement of interest or other financing costs incurred for its capital projects financed with Federal assistance under the Urbanized Area Formula Program, the Capital Investment Program, or the Paul S. Sarbanes Transit in Parks Program is required to provide the following certification.

As required by 49 U.S.C. 5307(g)(3), 5309(g)(2)(B)(iii), 5309(g)(3)(B)(iii), 5309(i)(2)(C), and 5320(h)(2)(C), the Grantee certifies that it will not seek reimbursement for interest or other financing costs unless it is eligible to receive Federal assistance for those costs and its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.

XIV. INTELLIGENT TRANSPORTATION SYSTEMS

A Grantee that intends to use FTA assistance for an Intelligent Transportation Systems (ITS) project, defined as any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture," is requested to provide the following assurance.

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

A. As provided in SAFETEA-LU section 5307(c), 23 U.S.C. 512 note, apart from certain exceptions, "intelligent transportation system projects carried out using funds made available from the Highway Trust Fund, including funds made available under this subtitle to deploy intelligent transportation system technologies, [shall] conform to the national architecture, applicable standards or provisional standards, and protocols developed under [SAFETEA-LU, section 5307] subsection (a)." To facilitate compliance with SAFETEA-LU section 5307(c), 23 U.S.C. 512 note, the Grantee assures it will comply with all applicable provisions of Section V (Regional ITS Architecture) and Section VI (Project Implementation) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 FR 1455 et seq., January 8, 2001, and other FTA policies that may be issued in connection with any ITS project it undertakes financed with funds authorized under Title 49 or Title 23, United States Code, except to the extent that the RTA or FTA expressly determines otherwise in writing.

B. With respect to any ITS project financed with Federal assistance derived from a source other than Title 49 or Title 23, United States Code, the Grantee assures that it will use its best efforts to assure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

XV. URBANIZED AREA FORMULA PROGRAM

Each Grantee receiving Urbanized Area Formula Program assistance authorized under 49 U.S.C. 5307 is required to provide the following certifications on behalf of itself and any subrecipients participating in its projects. Unless the RTA or FTA determines otherwise in writing, the Grantee is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the Grantee is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the Grantee has made to the RTA. If, however a "Designated Recipient" as defined at 49 U.S.C. 5307(a)(2)(A) enters into a Supplemental Agreement with the FTA and a Prospective Grantee, that Prospective Grantee is recognized as the Grantee for Urbanized Area Formula Program assistance and must provide the following certifications and assurances.

Each Grantee is required by 49 U.S.C. 5307(d)(1)(J) to expend at least one (1) percent of its Urbanized Area Formula Program assistance for public transportation security projects, unless the Grantee has certified to RTA that such expenditures are not necessary. Information about the Grantee's intentions will be recorded in the "Security" tab page of the TEAM-Web "Project Information" window when the Grantee enters its Urbanized Area Formula Program application in TEAM-Web.

The RTA may not award Urbanized Area Formula Program assistance to any Grantee that is required by 49 U.S.C. 5307(d)(1)(K) to expend one (1) percent of its Urbanized Area Formula Program assistance for eligible transit enhancements unless that Grantee's quarterly report for the fourth quarter of the preceding Federal fiscal year has been submitted to the RTA.

As required by 49 U.S.C. 5307(d)(1), the Grantee certifies as follows:

(a) In compliance with 49 U.S.C. 5307(d)(1)(A), the Grantee has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including the safety and security aspects of that program;

(b) In compliance with 49 U.S.C. 5307(d)(1)(B), the Grantee has or will have satisfactory continuing control over the use of Project equipment and facilities;

(c) In compliance with 49 U.S.C. 5307(d)(1)(C), the Grantee will adequately maintain the Project equipment and facilities;

(d) In compliance with 49 U.S.C. 5307(d)(1)(D), the Grantee will assure that any elderly individual, any individual with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 et seq. or 42 U.S.C. 1395 et seq.), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized for 49 U.S.C. 5307, not more than fifty (50) percent of the peak hour fare;

(e) In compliance with 49 U.S.C. 5307(d)(1)(E), the Grantee, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5307: (1) will use competitive procurement (as defined or approved by FTA), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;

(f) In compliance with 49 U.S.C. 5307(d)(1)(F), the Grantee has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, the Grantee: (1) has made available, or will make available, to the public information on the amounts available for the Urbanized Area Formula Program, 49 U.S.C. 5307, and the program of projects it proposes to undertake; (2) has developed or will develop, in consultation with interested parties including private transportation providers, a proposed program of projects for activities to be financed; (3) has published or will publish a proposed program of projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed program and submit comments on the proposed program and the performance of the Grantee; (4) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed program of projects; (5) has assured or will assure that the proposed program of projects provides for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal government source; (6) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final program of projects; and (7) has made or will make the final program of projects available to the public;

(g) In compliance with 49 U.S.C. 5307(d)(1)(G), the Grantee has or will have available and will provide the amount of funds required by 49 U.S.C. 5307(e) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law;

(h) In compliance with 49 U.S.C. 5307(d)(1)(H), the Grantee will comply with: (1) 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);

(i) In compliance with 49 U.S.C. 5307(d)(1)(I), the Grantee has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation;

(j) In compliance with 49 U.S.C. 5307(d)(1)(J), each fiscal year, the Grantee will spend at least one (1) percent of its funds authorized by 49 U.S.C. § 5307 for public transportation security projects, unless the Grantee has certified to the RTA that such expenditures are not necessary. Public transportation security projects include increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking

lots, and garages), increased camera surveillance of an area in or adjacent to that system, emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation; and

(k) In compliance with 49 U.S.C. 5307(d)(1)(K), if the Grantee is a Designated Recipient serving an urbanized area with a population of at least 200,000, (1) the Grantee certifies either that it has expended or will expend for transit enhancements as defined at 49 U.S.C. 5302(a)(15) not less than one (1) percent of the amount of the Urbanized Area Formula Assistance it receives this Federal fiscal year, or that at least one Designated Recipient in its urbanized area has certified or will certify that the Designated Recipients within that urbanized area together have expended or will expend for transit enhancements as defined at 49 U.S.C. 5302(a)(15) not less than one (1) percent of the amount of the total amounts the Designated Recipients receive each fiscal year under 49 U.S.C. 5307, and (2) either the Grantee has listed or will list the transit enhancement projects it has carried out with those funds, or at least one Designated Recipient in the Grantee's urbanized area has listed or will list the transit enhancement projects carried out with funds authorized under 49 U.S.C. 5307. If the Designated Recipient's quarterly report for the fourth quarter of the preceding Federal fiscal year includes a list of transit enhancement projects the Designated Recipients in its urbanized area have implemented during that preceding Federal fiscal year using those funds, the information in that quarterly report will fulfill the requirements of 49 U.S.C. 5307(d)(1)(K)(ii), and thus that quarterly report will be incorporated by reference and made part of the Designated Recipient's and Grantee's certifications and assurances.

XVI. CLEAN FUELS GRANT PROGRAM

Each Grantee receiving Clean Fuels Grant Program assistance authorized under 49 U.S.C. 5308 is required to provide the following certifications on behalf of itself and its subrecipients. Unless the RTA determines otherwise in writing, the Grantee is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the Grantee is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the Grantee has made to the RTA.

As required by 49 U.S.C. 5308(d)(1), which makes the requirements of 49 U.S.C. 5307 applicable to Clean Fuels Grant Program assistance, and 49 U.S.C. 5307(d)(1), the designated recipient or the recipient serving as the Grantee on behalf of the designated recipient, or the state or state organization serving as the Grantee on behalf of the state, certifies as follows:

- A. In compliance with 49 U.S.C. 5307(d)(1)(A), the Grantee has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including the safety and security aspects of that program;
- B. In compliance with 49 U.S.C. 5307(d)(1)(B), the Grantee has or will have satisfactory continuing control over the use of project equipment and facilities;

- C. In compliance with 49 U.S.C. 5307(d)(1)(C), the Grantee will adequately maintain the project equipment and facilities;
- D. In compliance with 49 U.S.C. 5307(d)(1)(D), the Grantee will assure that any elderly individual, any individual with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized under 49 U.S.C. 5308, not more than fifty (50) percent of the peak hour fare;
- E. In compliance with 49 U.S.C. 5307(d)(1)(E), the Grantee, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5308: (1) will use competitive procurement (as defined or approved by the Secretary), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
- F. In compliance with 49 U.S.C. 5307(d)(1)(F), the Grantee has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, the Grantee: (1) has made available, or will make available, to the public information on the amounts available for the Clean Fuels Grant Program, 49 U.S.C. 5308, and the projects it proposes to undertake; (2) has developed or will develop, in consultation with interested parties including private transportation providers, the proposed projects to be financed; (3) has published or will publish a list of the proposed projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed projects and submit comments on the proposed projects and the performance of the Grantee; (4) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects; (5) has ensured or will ensure that the proposed projects provide for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal Government source; (6) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects; and (7) has made or will make the final list of projects available to the public;
- G. In compliance with 49 U.S.C. 5307(d)(1)(G), the Grantee has or will have available and will provide the amount of funds required by 49 U.S.C. 5308(d)(2) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law;
- H. In compliance with 49 U.S.C. 5307(d)(1)(H), the Grantee will comply with: 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and

individuals with disabilities); and 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);

- I. In compliance with 49 U.S.C. 5307(d)(1)(I), the Grantee has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation; and
- J. The Grantee certifies that it will operate vehicles purchased with Federal assistance provided under the Clean Fuels Grant Program, 49 U.S.C. 5308 only with clean fuels.

XVII. ELDERLY INDIVIDUALS AND INDIVIDUALS WITH DISABILITIES FORMULA PROGRAM AND PILOT PROGRAM

This Category does not apply to this Agreement

XVIII. NONURBANIZED AREA FORMULA PROGRAM FOR STATES

This Category does not apply to this Agreement

XIX. JOB ACCESS AND REVERSE COMMUTE FORMULA GRANT PROGRAM

Each Grantee receiving Job Access and Reverse Commute (JARC) Formula Grant Program assistance authorized under 49 U.S.C. 5316 is required to provide the following certifications on behalf of itself and any subrecipient that may be implementing its project. Unless FTA determines otherwise in writing, the Grantee itself is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the Grantee is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the Grantee has made to the RTA.

As required by 49 U.S.C. 5316(f)(1), which makes the requirements of 49 U.S.C. 5307 applicable to Job Access and Reverse Commute (JARC) formula grants, and 49 U.S.C. 5307(d)(1), the Grantee for JARC Formula Program assistance authorized under 49 U.S.C. 5316, certifies on behalf of itself and its subrecipients, if any, as follows:

- (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Grantee has or will have the legal, financial, and technical capacity to carry out its proposed program of project(s), including the safety and security aspects of that program;
- (2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Grantee has or will have satisfactory continuing control over the use of project equipment and facilities;

- (3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Grantee will adequately maintain the project equipment and facilities;
- (4) In compliance with 49 U.S.C. 5307(d)(1)(D), the Grantee will assure that any elderly individual, any individual with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized under 49 U.S.C. 5316 not more than fifty (50) percent of the peak hour fare;
- (5) In compliance with 49 U.S.C. 5307(d)(1)(E), the Grantee, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5316: (1) will use competitive procurement (as defined or approved by FTA), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
- (6) In compliance with 49 U.S.C. 5307(d)(1)(G), the Grantee has or will have available and will provide the amount of funds required by 49 U.S.C. 5316(h) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law;
- (7) In compliance with 49 U.S.C. 5307(d)(1)(H), the Grantee will comply with: (1) 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements); and
- (8) In compliance with 49 U.S.C. 5307(d)(1)(I), the Grantee has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation;

XX. NEW FREEDOM PROGRAM

Each Grantee that receives New Freedom Program assistance authorized under 49 U.S.C. 5317 must provide the following certifications on behalf of itself and any subrecipient that may be implementing its project. Unless FTA determines otherwise in writing, the Grantee itself is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the Grantee is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure

the validity of all certifications and assurances the Grantee has made to the RTA.

As required by 49 U.S.C. 5317(e)(1), which makes the requirements of 49 U.S.C. 5310 applicable to New Freedom grants to the extent the Federal Transit Administrator or his or her designee determines appropriate, by 49 U.S.C. 5310(d)(1), which makes the requirements of 49 U.S.C. 5307 applicable to Elderly Individuals and Individuals with Disabilities Formula grants to the extent the Federal Transit Administrator or his or her designee determines appropriate, and by 49 U.S.C. 5307(d)(1), the Grantee for New Freedom Program assistance authorized under 49 U.S.C. 5317 certifies and assures on behalf of itself and its subrecipients, if any, as follows:

- (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Grantee has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including the safety and security aspects of that program;
- (2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Grantee has or will have satisfactory continuing control over the use of project equipment and facilities;
- (3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Grantee will adequately maintain the project equipment and facilities;
- (4) In compliance with 49 U.S.C. 5307(d)(1)(E), the Grantee, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5317: (1) will use competitive procurement (as defined or approved by FTA), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
- (5) In compliance with 49 U.S.C. 5307(d)(1)(G), the Grantee has or will have available and will provide the amount of funds required by 49 U.S.C. 5317(g), and if applicable by section 3012b(3) and (4), for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law; and
- (6) In compliance with 49 U.S.C. 5307(d)(1)(H), the Grantee will comply with: (1) 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements).

XXI. PAUL S. SARBANES TRANSIT IN PARKS PROGRAM

This Category does not apply to this Agreement

XXII. TRIBAL TRANSIT PROGRAM

Each Grantee receiving Tribal Transit Program assistance must provide all certifications and assurances set forth below. In accordance with 49 U.S.C. 531 1(c)(1) that authorizes the Secretary of Transportation to establish terms and conditions for direct grants to Indian tribal governments, the Grantee certifies and assures as follows:

A. The Grantee assures that:

- (1) It has or will have the necessary legal, financial, and managerial capability to apply for, receive, and disburse Federal assistance authorized for 49 U.S.C. 5311; and to carry out each project, including the safety and security aspects of that project;
- (2) It has or will have satisfactory continuing control over the use of project equipment and facilities;
- (3) The project equipment and facilities will be adequately maintained; and
- (4) Its project will achieve maximum feasible coordination with transportation service assisted by other Federal sources.

B. In accordance with 49 CFR 18.3 6(g)(3)(ii), the Grantee certifies that its procurement system will comply with the requirements of 49 CFR 18.36, or will inform the RTA promptly that its procurement system does not comply with 49 CFR 18.36.

C. To the extent applicable to the Grantee or its Project, the Grantee certifies that it will comply with the certifications, assurances, and agreements in Category VIII (Bus Testing), Category IX (Charter Bus Agreement), Category X (School Transportation Agreement), Category XI (Demand Responsive Service), Category XII (Alcohol Misuse and Prohibited Drug Use), and Category XIV (National Intelligent Transportation Systems Architecture and Standards) of this document.

D. If its grant exceeds \$100,000, the Grantee agrees to comply with the certification in Category II (Lobbying) of this document.

XXIII. TIFIA PROJECTS

Each Grantee that receives Transportation Infrastructure Finance and Innovation Act (TIFIA) credit assistance authorized under 23 U.S.C. chapter 6, is required to provide the following certifications.

- A. As required by 49 U.S.C. 5323(o), which makes the requirements of 49 U.S.C. 5307 applicable to Grantees seeking TIFIA credit assistance authorized under 23 U.S.C.

chapter 6, and by 49 U.S.C. 5307(d)(1), the Grantee certifies as follows:

- (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Grantee has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including the safety and security aspects of that program;
- (2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Grantee has or will have satisfactory continuing control over the use of project equipment and facilities;
- (3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Grantee will adequately maintain the project equipment and facilities;
- (4) In compliance with 49 U.S.C. 5307(d)(1)(D), the Grantee will assure that any elderly individual, any individual with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized under 23 U.S.C. chapter 6 not more than fifty (50) percent of the peak hour fare;
- (5) In compliance with 49 U.S.C. 5307(d)(1)(E), the Grantee, in carrying out a procurement financed with Federal assistance authorized under 23 U.S.C. chapter 6: (1) will use competitive procurement (as defined or approved by FTA), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
- (6) In compliance with 49 U.S.C. 5307(d)(1)(F), the Grantee has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, it: (1) has made available, or will make available, to the public information on the amounts available for Infrastructure Finance assistance, 23 U.S.C. chapter 6, and the projects it proposes to undertake; (2) has developed or will develop, in consultation with interested parties including private transportation providers, the proposed projects to be financed; (3) has published or will publish a list of projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed projects and submit comments on the proposed projects and the performance of the Grantee; (4) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects; (5) has assured or will assure that the proposed projects provide for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal government source; (6) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects; and (7) has made or will make the final list of projects available to the public;
- (7) In compliance with 49 U.S.C. 5307(d)(1)(G), the Grantee has or will have available and will provide the amount of funds required for the local share, and that those funds will

be provided from approved non-Federal sources except as permitted by Federal law;

- (8) In compliance with 49 U.S.C. 5307(d)(1)(H), the Grantee will comply with: (1) 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);
 - (9) In compliance with 49 U.S.C. 5307(d)(1)(I), the Grantee has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation;
 - (10) To the extent that the Grantee will be using funds authorized under 49 U.S.C. 5307 for the project, in compliance with 49 U.S.C. 5307(d)(1)(J), each Federal fiscal year, the Grantee will spend at least one (1) percent of those funds authorized under 49 U.S.C. 5307 for public transportation security projects (this includes only capital projects in the case of a Grantee serving an urbanized area with a population of 200,000 or more), unless the Grantee has certified to FTA that such expenditures are not necessary. Public transportation security projects include increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation; and
 - (11) To the extent that the Grantee will be using funds authorized under 49 U.S.C. 5307 for the project, in compliance with 49 U.S.C. 5309(d)(1)(K): (1) an Grantee that serves an urbanized area with a population of at least 200,000 will expend not less than one (1) percent of the amount it receives each Federal fiscal year under 49 U.S.C. 5307 for transit enhancements, as defined at 49 U.S.C. 5302(a), and (2) if it has received transit enhancement funds authorized by 49 U.S.C. 5307(k)(1), its quarterly report for the fourth quarter of the preceding Federal fiscal year includes a list of the projects it has implemented during that Federal fiscal year using those funds, and that report is incorporated by reference and made part of its certifications and assurances.
- B. As required by 49 U.S.C. 5323(o), which makes the requirements of 49 U.S.C. 5309 applicable to Grantees seeking TIFIA credit assistance authorized under 23 U.S.C. chapter 6, and by 49 U.S.C. 5309(g)(2)(B)(iii), 5309(g)(3)(B)(iii), and 5309(i)(2)(C), the Grantee certifies that it will not seek reimbursement for interest and other financing costs incurred in connection with the Project unless it is eligible to receive Federal assistance for those expenses and its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent the RTA or the FTA may require.

XXIV. DEPOSITS OF FEDERAL FINANCIAL ASSISTANCE TO STATE INFRASTRUCTURE BANKS

This Category does not apply to this Agreement

XXV. ADDITIONAL FTA CERTIFICATIONS AND ASSURANCES

Section 25-1 Definitions

As used in Sections XXV of these certifications and assurances:

- A. "Agreement" means the agreement between the RTA and Grantee to which these certifications and assurances are appended as an exhibit.
- B. "Government" means the government of the United States of America, the State of Illinois and the RTA.
- C. "Project" means the studies, demonstrations, and/or development projects described in the Grantee's approved application, for which grant funds are intended to be provided pursuant to this Agreement.
- D. "Project Cost" means costs, eligible for reimbursement or payment under the Agreement, incurred by the Grantee and/or its contractor(s) in performing the Project.

Section 25-2. Project Implementation

A. Grantee's Responsibility to Extend Federal Requirements to Other Entities.

(1) Entities Affected. Only the entities that are signatories to the Agreement are parties to the Agreement. To achieve compliance with certain Federal laws, regulations, or directives, however, other Project participants, such as subrecipients and third party contractors, will necessarily be affected. Accordingly, the Grantee agrees to take appropriate measures necessary to ensure all Project participants comply with applicable Federal requirements affecting their performance.

(2) Documents Affected. The applicability provisions of Federal statutes, regulations, and directives establishing each Federal requirement determine the extent to which that requirement affects a Project participant. Accordingly, the Grantee agrees to include adequate provisions to ensure that each Project participant complies with those Federal requirements. In addition, the Grantee also agrees to require its third party contractors and subrecipients to include adequate provisions to ensure compliance with applicable Federal requirements in each lower tier subcontract and subagreement financed in whole or in part with financial assistance provided by the FTA, through the RTA, under the Agreement. Additional requirements include the following:

(a) Third Party Contracts. Because Project activities performed by a third party contractor must comply with Federal requirements, the Grantee agrees to include appropriate

clauses in each third party contract stating the third party contractor's responsibilities under Federal law, regulation, or directive, including any necessary provisions requiring the third party contractor to extend applicable requirements to its subcontractors to the lowest tier necessary. When the third party contract requires the third party contractor to undertake responsibilities for the Project usually performed by the Grantee, the requirements applicable to the Grantee imposed by the Master Agreement and the Agreement for the Project must be included in that third party contract and extended throughout each tier to the extent appropriate. Additional guidance pertaining to third party contracting is contained in the FTA's "Best Practices Procurement Manual." FTA cautions, however, that its "Best Practices Procurement Manual" focuses mainly on third party procurement processes and may omit certain other Federal requirements applicable to the work to be performed.

(b) Subagreements. Because Project activities performed by a subrecipient must be carried out in accordance with Federal requirements, the Grantee agrees to include appropriate clauses in each subagreement stating the subrecipient's responsibilities under Federal law, regulation, or directive, including any necessary provisions requiring the subrecipient to impose applicable Federal requirements on other Project participants to the lowest tier necessary. When the subagreement requires the subrecipient to undertake primary responsibilities for the Project usually performed by the Grantee, the requirements applicable to the Grantee imposed by the Agreement for the Project must be included in that subagreement and extended throughout each tier to the extent appropriate.

B. No Government Obligations to Third Parties. The Grantee agrees that, absent the Government's express written consent, the Government shall not be subject to any obligations or liabilities to any subrecipient, third party contractor, or other person not a party to the Agreement in connection with the performance of the Project. Notwithstanding that the Government may have concurred in or approved any solicitation, subagreement, or third party contract, the Government has no obligations or liabilities to any party, including any subrecipient or third party contractor.

Section 25-3. Ethics

A. Code of Ethics. The Grantee agrees to maintain a written code or standards of conduct that shall govern the performance of its officers, employees, board members, or agents engaged in the award or administration of third party contracts or subagreements supported by Federal assistance. The code or standards of conduct must provide that the Grantee's officers, employees, board members, or agents may not solicit or accept gratuities, favors, or anything of monetary value from any present or potential third party contractor or subrecipient or agent. The Grantee may set minimum rules for insubstantial financial interests or gifts of unsolicited items of nominal intrinsic value. The code or standards of conduct must prohibit the Grantee's officers, employees, board members, or agents from using their positions in a manner that creates a real or apparent personal or organizational conflict of interest or personal gain. The code or standards of conduct must include penalties, sanctions, or other disciplinary actions for violations by the Grantee's officers, employees, board members, or agents, or by the Grantee's third party contractors or subrecipients or their agents as permitted by State or local law or regulations.

(1) Personal Conflicts of Interest. The Grantee's code or standards of conduct shall prohibit the Grantee's employees, officers, board members, or agents from participating in the selection, award, or administration of any third party contract or subagreement supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family; partner; or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in the firm selected for award.

(2) Organizational Conflicts of Interest. The Grantee's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subagreement may, without some restrictions on future activities, result in an unfair competitive advantage to the third party contractor or subrecipient or impair its objectivity in performing the contract work.

B. Debarment and Suspension. The Grantee agrees to comply, and assures the compliance of each third party contractor and subrecipient at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Governmentwide Debarment and Suspension (Nonprocurement)," within 49 C.F.R. Part 29.

Section 25-4. Accounting Records

A. Project Accounts. The Grantee agrees to establish and maintain for the Project either a separate set of accounts, or separate accounts within the framework of an established accounting system, that can be identified with the Project, consistent with applicable Federal regulations and other requirements that the RTA or the FTA may impose. The Grantee agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents related in whole or in part to the Project shall be clearly identified, readily accessible and available to the RTA or the FTA upon its request, and, to the extent feasible, kept separate from documents not related to the Project.

B. Funds Received or Made Available for the Project. The Grantee agrees to deposit in a financial institution all advance Project payments it receives from the RTA or the Federal Government and record in the Project account all amounts provided by the RTA or by the Federal Government in support of the Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project (Project funds) consistent with applicable Federal regulations and other requirements the RTA or the FTA may impose. Use of financial institutions owned at least 50 percent by minority group members is encouraged.

C. Documentation of Project Costs and Program Income. The Grantee agrees to support all costs charged to the Project, including any approved services contributed by the Grantee or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The Grantee also agrees to maintain accurate records of all program income derived from Project implementation, except certain income determined by FTA to be exempt from the general Federal program income requirements.

Section 25-5. Record Retention and Access

A. Record Retention. The Grantee agrees to maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting materials relating to the Project as the Government may require during the course of the Project and for three years thereafter.

B. Access to Records of Grantees and Subrecipients. Upon request, the Grantee agrees to permit, and require its subrecipients to permit, the U.S. Secretary of Transportation, the Comptroller General of the United States, and, to the extent appropriate, the State, the RTA, or their authorized representatives, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Grantee and its subrecipients pertaining to the Project.

Section 25-6. Civil Rights

A. Equal Employment Opportunity. The Grantee agrees to comply, and assures the compliance of each third party contractor and each subrecipient at any tier of the Project, with all equal employment opportunity (EEO) requirements of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and 49 U.S.C. § 5332 and any implementing requirements FTA may issue. Those EEO requirements include, but are not limited to, the following:

(1) General Requirements. The Grantee agrees as follows:

(a) The Grantee agrees that it will not discriminate against any employee or Grantee for employment because of race, color, creed, sex, disability, age, or national origin. The Grantee agrees to take affirmative action to ensure that Grantees are employed and that employees are treated during employment without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, 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. The Grantee also agrees to comply with any implementing requirements FTA may issue.

(b) If the Grantee is required to submit and obtain Federal Government approval of its EEO program, that EEO program approved by the Federal Government is incorporated by reference and made part of the Agreement. Failure by the Grantee to carry out the terms of that EEO program shall be treated as a violation of the Agreement. Upon notification to the Grantee of its failure to carry out the approved EEO program, the RTA or the Federal Government may impose such remedies as it considers appropriate, including termination of Federal financial assistance in accordance with the Agreement, or other measures that may affect the Grantee's eligibility to obtain future Federal financial assistance for transportation Projects.

B. Disadvantaged Business Enterprise. To the extent required by Federal law, regulation, or directive, the Grantee agrees to take the following measures to facilitate participation by disadvantaged business enterprises (DBE) in the Project:

(1) The Grantee agrees and assures that it will comply with TEA-21 § 1101(b), 23 U.S.C. §

101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26.

(2) The Grantee agrees and assures that it shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from U.S. DOT or in the administration of its DBE program and will comply with the requirements of 49 C.F.R. Part 26. The Grantee agrees to take all necessary and reasonable steps set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from U.S. DOT. As required by 49 C.F.R. Part 26 and approved by U.S. DOT, the Grantee's DBE program is incorporated by reference and made part of the Agreement. The Grantee agrees that implementation of this DBE program is a legal obligation, and that failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification by U.S. DOT to the Grantee of its failure to implement its approved DBE program, U.S. DOT may impose sanctions as provided for under 49 C.F.R. 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.*

C. Access Requirements for Persons with Disabilities. The Grantee agrees to comply with all applicable requirements of the following regulations and any subsequent amendments thereto:

(1) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

(2) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

(3) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

(4) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;

(5) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;

(6) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and

(7) Any implementing requirements FTA may issue.

D. Access to Services for Persons with Limited English Proficiency. The Grantee agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited

English Proficient (LEP) Beneficiaries," 66 Fed. Reg. 6733 *et seq.*, January 22, 2001.

E. Environmental Justice. The Grantee agrees to 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.

F. Other Nondiscrimination Statutes. The Grantee agrees to comply with all applicable requirements of any other Federal laws and regulations prohibiting discrimination that may apply to the Project.

Section 25-7. Procurement

A. Clean Air and Clean Water. The Grantee agrees to include in each third party contract, subgrant, and subagreement exceeding \$100,000 adequate provisions to ensure that Project participants report the use of facilities placed or likely to be placed on U.S. Environmental Protection Agency (U.S. EPA) "List of Violating Facilities," that it will not use violating facilities, report violations to FTA and the Regional U.S. EPA Office, and that it will comply with the inspection and other applicable requirements of:

(1) Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7414, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401, 7671q; and

(2) Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and any other applicable requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251-1377.

B. Access to Third Party Contract Records. The Grantee agrees to require its third party contractors and third party subcontractors, at as many tiers of the Project as required, to provide to the RTA, the U.S. Secretary of Transportation and the Comptroller General of the United States or their duly authorized representatives, access to all third party records as requested to conduct audits and inspections related to any third party contract that has not been awarded on the basis of competitive bidding for a capital or improvement Project, as required by 49 U.S.C. § 5325(a). The Grantee further agrees to require its third party contractors and third party subcontractors, at as many tiers of the Project as required, to provide sufficient access to third party procurement records as needed for compliance with Federal regulations or to assure proper Project management as determined by the FTA or the RTA.

C. Electronic and Information Technology. When using Federal financial assistance to procure reports or information to be delivered to the Grantee for distribution to FTA, among others, the Grantee agrees to include in its specifications a requirement that the reports or information will be prepared using electronic or information technology capable of assuring that, when provided to the RTA or the FTA, the reports or information will meet the applicable accessibility standards of section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794d, and U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194, and any amendments thereto.

Section 25-8. Patent Rights.

A. General. If any invention, improvement, or discovery by the Grantee or any of its third party contractors or subrecipients at any tier of the Project is conceived or first actually reduced to practice in the course of or under the 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 RTA immediately and provide a detailed report in a format satisfactory to the RTA.

B. Federal Rights. The Grantee agrees that its rights and responsibilities, and those of each third party contractor and each subrecipient at any tier of the Project, pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, including any waiver thereof. Absent a determination in writing to the contrary by the Federal Government, the Grantee agrees to transmit to FTA those rights due the Federal Government in any invention, improvement, or discovery resulting from that third party contract or subcontract as specified in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401 (implementing 35 U.S.C. §§ 200 *et seq.*), irrespective of the status of the Grantee, subrecipient, or third party contractor at any tier of the Project (*i.e.*, a large business, small business, State government or State instrumentality, local government, nonprofit organization, institution of higher education, individual, *etc.*)

Section 25-9. Rights in Data and Copyrights.

A. Definition. The term "subject data," as used in this Section 25-9 means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Agreement. Examples include, but are not limited to: computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information. "Subject data" does not include financial reports, cost analyses, or similar information used for Project administration.

B. Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Agreement:

(1) 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 Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.

(2) The restriction on publication of Subsection 25-9.b(1) of these Certifications and Assurances, however, does not apply to an agreement with an institution of higher learning.

C. Federal Rights in Data and Copyrights. The Grantee agrees to provide to the Federal Government a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes the subject data described in Subsections 25-9.C(1) and 25-9.C(2) of these Certifications & Assurances. As used herein, "for Federal Government purposes," means use only for the direct purposes of the Federal

Government. Without the copyright owner's consent, the Federal Government may not provide or otherwise extend to other parties the Federal Government's license to:

(1) Any subject data developed under the Agreement, or under a third party contract or subagreement financed by the Agreement, whether or not a copyright has been obtained; and

(2) Any rights of copyright to which a Grantee, subrecipient, or a third party contractor purchases ownership with Federal assistance.

D. Special Federal Rights in Data for Research, Development, Demonstration, and Special Studies (Planning) Projects. In general, FTA's purpose in providing financial assistance for a special studies (planning), research, development, or demonstration Project is to increase transportation knowledge, rather than limit the benefits of the Project to participants in the Project. Therefore, unless FTA determines otherwise, the Grantee of financial assistance to support a research, development, demonstration, or a special studies (planning) Project agrees that, in addition to the rights in data and copyrights of Subsection 25-9.c of these Certifications & Assurances, FTA may make available to any FTA recipient, subrecipient, third party contractor, or third party subcontractor, either FTA's license in the copyright to the subject data or a copy of the subject data. If the Project is not completed for any reason whatsoever, all data developed under the Project shall become subject data as defined in Subsection 25-9.a of these Certifications & Assurances and shall be delivered as the Federal Government may direct. This Subsection 25.9.d of these Certifications & Assurances, however, does not apply to adaptations of automatic data processing equipment or programs for the Grantee's use when the costs thereof are financed with Federal funds for capital Projects.

E. Hold Harmless. Except as prohibited or otherwise limited by State law, upon request by the Federal Government, the Grantee agrees to indemnify, save, and hold harmless the Federal Government and its 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 the Project. The Grantee shall not be required to indemnify the Federal Government for any such liability caused by the wrongful acts of Federal employees or agents.

F. Restrictions on Access to Patent Rights. Nothing in this Section 25-7 pertaining to rights in data shall imply a license to the Federal Government under any patent or be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent.

G. Data Developed Without Federal Funding or Support. In connection with the Project, the Grantee may find it necessary to provide data developed without any Federal funding or support to the Federal Government. The requirements of Subsections 25-7.B, 25-7.C and 25-7.D of these certifications and assurances do not apply to data developed without Federal funding or support, even though that data may have been used in connection with the Project. Nevertheless, the Grantee understands and agrees that the Federal Government will not be able to protect data from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential."

H. Statutory Requirements to Release Data. To the extent required by U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," at 49 C.F.R. § 19.36(d), or by subsequent Federal laws or regulations, the Grantee understands and agrees that the data and information it submits to the Federal Government may be required to be released in accordance with the provisions of the Freedom of Information Act (or another Federal statute providing access to such records).

Section 25-10. Employee Protection

A. Activities Not Involving Construction. The Grantee agrees to comply, and assures the compliance of each third party contractor and each subrecipient at any tier of the Project, with the employee protection requirements for nonconstruction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 *et seq.*, in particular the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and with U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

Section 25-11. Environmental Requirements

The Grantee recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Project. Some, but not all, of the major Federal laws that may affect the Project include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321-4335; the Clean Air Act, as amended, 42 U.S.C. §§ 7401-7671q and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, 33 U.S.C. §§ 1251-1377; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901- 6992k; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601-9675. The Grantee also recognizes that U.S. EPA, FHWA and other Federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect the Project. Thus, the Grantee agrees to comply, and assures the compliance of each subrecipient and each third party contractor, with any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are environmental requirements of particular concern to FTA and the Grantee. The Grantee agrees that those laws and regulations may not constitute the Grantee's entire obligation to meet all Federal environmental and resource conservation requirements.

A. Environmental Protection. The Grantee agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321-4335; Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements at 49 U.S.C. § 5324(b); U.S. Council on Environmental Quality regulations imposing requirements for compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500-1508; joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

B. Air Quality. The Grantee agrees to comply with all applicable regulations, standards, orders, and requirements implementing the Clean Air Act, as amended, 42 U.S.C. §§ 7401-7671q. In addition:

(1) The Grantee agrees to comply with the applicable requirements of the 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 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. 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 as a Transportation Control Measure will be wholly consistent with the design concept and scope of the Project described in the State Implementation Plan.

(2) U.S. EPA also imposes requirements implementing the Clean Air Act, as amended, that may apply to transit operators, particularly operators of large transit bus fleets. Accordingly, 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 C.F.R. Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 C.F.R. Part 86; and "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600.

(3) The Grantee agrees to comply with the notification of violating facility requirements 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. Clean Water. The Grantee agrees to comply with all applicable regulations, standards, or orders issued pursuant to the Clean Water Act, as amended, 33 U.S.C. §§ 1251-1377. In addition:

(1) The Grantee agrees to protect underground sources of drinking water as required by the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f-300j-6.

(2) The Grantee agrees to comply with the notification of violating facility requirements 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.

D. Historic Preservation. The Grantee agrees to encourage and compliance with the Federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 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-469c, as follows:

(1) In accordance with U.S. Advisory Council on Historic Preservation regulations, "Protection of Historic and Cultural Properties," 36 C.F.R. Part 800, the Grantee agrees to consult with the State Historic Preservation Officer concerning investigations to identify properties and resources included in or eligible for inclusion in the National Register of Historic Places that may be affected by the Project, and agrees to notify the RTA or the FTA of those properties that are affected.

(2) The Grantee agrees to comply with all Federal requirements to avoid or mitigate adverse effects on those historic properties.

E. Mitigation of Adverse Environmental Effects. Should the proposed Project cause or result in adverse environmental effects, the Grantee agrees to take all reasonable measures to minimize the impact of those adverse effects, as required by 49 U.S.C. § 5324(b), and other applicable Federal laws and regulations, including joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622. The Grantee agrees to comply with all environmental mitigation measures identified as commitments in applicable environmental documents, such as environmental assessments, environmental impact statements, memoranda of agreement, and other documents required by 49 U.S.C. § 303, and with any conditions imposed by the Federal Government in a finding of no significant impact or record of decision. The Grantee agrees that those mitigation measures are incorporated by reference and made part of the Agreement. The Grantee also agrees that any deferred mitigation measures will be incorporated by reference and made part of the Agreement as soon as an agreement with the Federal Government is reached. The Grantee understands and agrees that those mitigation measures that have been agreed upon may not be modified or withdrawn without the express written approval of the Federal Government.

Section 25-12. Substance Abuse.

The Grantee agrees to comply with the following Federal substance abuse regulations:

a. Drug-Free Workplace. U.S.DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance), 49 C.F.R. Part 32, implementing the Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 701 *et seq.*

b. Alcohol Misuse and Prohibited Drug Use. FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, to the extent applicable.

Section 25-13. Seat Belt Use

In accordance with Executive Order No. 13043, "Increasing Seat Belt Use in the United States," 23 U.S.C. § 402 note, the Grantee is encouraged to adopt on-the-job seat belt use policies and programs for its employees that operate company-owned, rented, or personally-operated vehicles and include this provision in third party contracts and subcontracts, and subagreements financed with Federal assistance awarded for the Project.

Section 25-14. Special Provision for Urbanized Area Formula Projects.

A. Reporting Requirements. For each fiscal year, the Grantee agrees to conform, and assures that any transit operator to which the Grantee provides funds authorized by 49 U.S.C. 5307 will conform, to the reporting system and the uniform system of accounts and records required by 49 U.S.C. § 5335(a) for FTA's national transit database and FTA regulations, "Uniform System of Accounts and Records and Reporting System," 49 C.F.R. Part 630.

XXVI. IDOT CERTIFICATIONS AND ASSURANCES

Section 26-1. Procurement

- A. Contracts – The RTA reserves the right to approve all contracts for goods, property, and services that exceed \$10,000 before the Grantee executes or obligates itself to these contracts. Any of these contracts or their subcontracts shall contain and comply with all of the contract clauses pursuant to FTA Circular 4220.1E and 49 CFR Parts 18.36, 19.40-19.48. The Grantee shall follow state and federal law and procedures (and local policies not inconsistent with them) when awarding and administering contracts. The Grantee agrees to give each contract full opportunity for free, open, and competitive procurement as state law requires.
- B. Exclusionary or Discriminatory Specifications - Apart from inconsistent requirements that federal and state law impose, the Grantee and its contractors will agree that it will not use federal or state funds to support procurement utilizing exclusionary or discriminatory specifications and will comply with 49 U.S.C. Section 5323(h)(2).
- C. Buy America - Each third-party contract (valued at more than \$100,000 for Construction and Acquisition of Goods or Rolling Stock), which uses FTA assistance must conform with 49 U.S.C. Section 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR Part 661. The Grantee will include the applicable Buy America Certifications and will incorporate its provisions as a part of every relevant third-party contract.
- D. Geographic Restrictions - The Grantee and its contractors agree to refrain from using state or local geographic preferences, except for those which federal statutes expressly mandate or encourage and those that the RTA, IDOT and the FTA permit.
- E. Third-Party Disputes or Breaches - The Grantee agrees to pursue all legal rights available to it when enforcing or defending any third-party contract. The RTA, IDOT and the FTA reserve the right to concur in any compromise or settlement of any third-party contract claim involving the Grantee. The Grantee will notify the RTA, IDOT and the FTA of any current or prospective major dispute concerning any third-party contract. If the Grantee seeks to name the Government as a litigant, the Grantee agrees to inform the RTA, IDOT and the FTA beforehand. The Government retains a right to a proportionate share of any proceeds derived from any third-party recovery. Unless the Government permits otherwise, the Grantee will credit the Project Account with any recovered liquidated damages. Nothing in here shall waive or intend to waive IDOT or the FTA's immunity to suit.

Section 26-2. Ethics

Bribery - Non-governmental 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. They also certify that they have not admitted guilt of such conduct

which is a matter of record, nor do they have an official, agent, or employee who has committed bribery or attempted bribery on the firm's behalf under the direction or authorization of one of the Grantee's responsible officials. They also certify that they have not been barred from contracting with a State or local governmental unit as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code.

Section 26-3. 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), demands, suits, and claims and shall defend any suit or action, brought at law or in equity, based on any alleged injury (including death) or damage arising from actions or inactions of the Grantee and the Grantee's employees, officers, agents, and contractors (and their subcontractors), and shall pay all damages, judgments, costs, fees and expenses, including attorney's fees, incurred by the Government and its officials, employees, and agents concerning this Project.

The Grantee agrees that it will maintain or cause to be maintained for the Project's duration, these self-insurance or insurance policies to protect the Grantee from any property damage or bodily injury claims, including death, which may arise from or regard the operations, actions, and/or inactions hereunder by the Grantee, or by anyone that the Grantee directly or indirectly employed or had associated. The Grantee shall also furnish the RTA with certificate(s) evidencing all such required insurance coverage, with the Government named as an additional insured and protected party, where appropriate. The Grantee's cost for this insurance shall not be an item of eligible Project Cost.

Section 26-4. Independence of Grantee

The Grantee or any of its employees, agents, contractors, or subcontractors shall never be considered agents or employees of the RTA, IDOT, the FTA, the US DOT, or State of Illinois. The Grantee also agrees that none of its employees, agents, contractors, or subcontractors will hold themselves out as, or claim to be, the Government's agents, officers, or employees and will not by reason of any relationship with the Grant make any claim or demand to, or apply for, any right or privilege applicable to an agent, officer or employee of the Government, including but not limited to, rights and privileges concerning workmen's compensation and occupational diseases coverage, unemployment compensation benefits, Social Security coverage, or retirement membership or credit.

Section 26-5. Civil Rights

A. Federal Equal Employment Opportunity - The Grantee agrees to include the following requirements, which apply to this Project, in each contract and subcontract financed wholly or partly with the FTA's assistance:

1. General Requirements: The Grantee agrees as follows:

a. Discrimination Prohibited - Under 42 U.S.C. Section 2000e and 49 U.S.C. Section 5332, the Grantee agrees to comply with applicable Federal statutes, executive orders, regulations, and Federal policies, including the U.S. Department of Labor regulations entitled, "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 and "Amending E.O. No. 11246, 'Relating to Equal

Employment Opportunity,") that may in the future affect construction activities that are undertaken in the course of this Project. The Grantee agrees to take affirmative action to ensure that Grantees 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. The Grantee also agrees to comply with any implementing requirements that the FTA may issue.

- B. Illinois Human Rights Act - The Grantee shall comply with the "Equal Employment Opportunity Clause" that the Illinois Department of Human Rights requires. 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:

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, if the Grantee fails to comply with any provisions of the Illinois Equal Employment Opportunity Clause and/or the Illinois Human Rights Act Rules and Regulations of the Illinois Department of Human Rights (hereinafter "Department" for this subsection only). The Agreement may be wholly or partly canceled or voided and other sanctions or penalties may be imposed or remedies invoked as statutes or regulations have provided. During the Grantee's performance of the Agreement, the Grantee agrees as follows:

1. That it will not discriminate against any employee or Grantee for employment because of race, color, religion, sex, national origin, sexual orientation, ancestry, age, physical or mental handicap unrelated to ability, or unfavorable discharge from military service. It will also examine all job classifications to determine if minorities or women are underutilized and take appropriate affirmative action to rectify any underutilization.
2. That, if it hires additional employees to perform this contract or any portion of it, the Grantee will determine the availability (under the Department's Rules and Regulations) of minorities and women in area(s) where it may reasonably recruit and hire for each job classification that employees are hired, in a way that minorities and women are not underutilized.
3. That the Grantee will state that all Grantees will be given equal opportunity without discrimination based on color, race, religion, sex, national origin, sexual orientation, ancestry, physical or mental handicap unrelated to ability, or unfavorable discharge from military service in all solicitations or advertisements for employees placed by it or on its behalf.
4. That the Grantee will send a notice to each labor organization or workers' representative that has a collective bargaining agreement or other agreement or understanding that binds the Grantee, to advise them of the Grantee's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If a labor organization or representative fails or refuses to cooperate with the Grantee in its efforts to comply with the aforementioned Act and Rules and Regulations, the Grantee will promptly notify the Department and the contracting agency and recruit employees from other sources when necessary to fulfill its obligations thereunder.

5. That the Grantee will submit reports that the Department's Rules and Regulations have required, furnish all relevant information that the Department or contracting agency may request from time-to-time, and fully comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
 6. That the Grantee will allow the contracting agency and Departmental personnel to access all relevant books, records, accounts, and work sites to determine its compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
 7. That it will include this section's provisions verbatim or by reference in every subcontract it awards, under which any portion of the contract obligations are undertaken or assumed, so that these provisions will bind the subcontractors. In the same manner as with other provisions of these Certifications & Assurances, the Grantee will be liable for its subcontractors' compliance with this clause's applicable provisions and will promptly notify the RTA and IDOT if any subcontractor fails or refuses to comply with these provisions. The Grantee will also not use any subcontractor that the Illinois Human Rights Commission declares ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.
- C. Disadvantaged Business Enterprise ("DBE") - To the extent required by federal law, regulation, or directive, the RTA 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 vehicles purchases, see 49 CFR Part 26.67, or \$100,000 in planning funds) agree to facilitate participation of disadvantaged business enterprises (DBE) as follows:
1. The Grantee agrees to comply with current U.S. DOT regulations at 49 CFR Part 26, including any amendments thereto that may be issued during the term of the Agreement.
 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 into the Agreement. Implementation of this program is a legal obligation, and the RTA shall treat failure to carry out its terms as a violation of the 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.
 3. The Grantee agrees to include the following clause in all of its agreements and in of its third party contracts funded wholly or partly with Governmental assistance:

"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 U.S. 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 RTA deems appropriate.”

D. Disabilities

1. Access Requirements for Individuals with Disabilities - The Grantee agrees to comply with and assure the RTA that any third party contractor under this Project complies with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA); 42 U.S.C. Section 12101 *et seq.*; 49 U.S.C. Section 5301(d); Section 504 of the Rehabilitation Act of 1973, as amended; 29 U.S.C. Section 794; Section 16 of the Federal Transit Act, as amended; 49 U.S.C. App. Section 1612; Architectural Barriers Act, as amended; 42 U.S.C. Section 4151 *et seq.*; and the following regulations and any amendments thereto:
 - a) DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
 - b) DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38;

Section 26-6. Substance Abuse/Drug Free Workplace

The Grantee agrees to comply with the Illinois (30 ILCS 580/1 *et seq.*) and U.S. DOT Drug Free Workplace Acts; U.S. DOT regulations entitled, "Drug-Free Workplace Requirements (Grants)," 49 CFR Part 29 Subpart F, as modified by 41 U.S.C. Section 702, *et seq.*; when promulgated, U.S. DOT regulation, "Government-wide Requirements for Drug Free Workplace (Grants)," 49 CFR Part 32; and other U.S. DOT and FTA regulations and guidance pertaining to substance abuse (drugs and alcohol) that may be promulgated.

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, the "Procedures for Transportation in Workplace Drug and Alcohol Testing Program, as revised December 19, 2000" regulation, 49 CFR Part 654, and to require contractors and subcontractors, when applicable under 49 U.S.C. Section 5331 and 49 CFR Part 655, to do the same.

Section 26-7. Environmental Requirements

The Grantee recognizes that many federal and state statutes, which impose environmental, resource conservation, and energy requirements, may apply to the Project.

Accordingly, the Grantee agrees to adhere to, and impose on its third party contractors, any federal and state requirements that the Government may now or in the future promulgate. The Grantee expressly understands that the following list does not constitute the Grantee's entire obligation to meeting federal requirements.

- A. Environmental Protection - To the extent applicable, the Grantee agrees to comply with the requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. Section 4321 *et seq.*; Section 14 of the Federal Transit Act, as amended, 49 U.S.C. App. Section 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.

- B. Air Quality - The Grantee agrees to comply with applicable requirements of the following Environmental Protection Agency (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. To support this Project's requisite air quality conformity finding, the Grantee agrees to implement each air quality mitigation and control measure incorporated in the Project. The Grantee agrees that any Project that is identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure, will be wholly consistent with the description of the Project's design concept and scope set forth in the SIP.

The EPA also imposes requirements pertaining to the Clean Air Act, as amended that may apply to transit operators, particularly operators of large transit bus fleets. Thus, the Grantee should be aware that the following EPA regulations, among others, may apply to this Project: "Control of Air Pollution from Motor Vehicles and Motor Vehicle Engines," 40 CFR Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines: Certification and Test Procedures," 40 CFR Part 86; and "Fuel Economy of Motor Vehicles," 40 CFR Part 600.

- C. Use of Public Lands - To the extent applicable, no publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of national, state, or local significance as determined by federal, state, or local officials having jurisdiction thereof, or any land from a historic site of national, state, or local significance may be used for this Project, unless U.S. DOT has made specific findings required under 49 U.S.C. Section 303.
- D. 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. Section 5324, all other applicable statutes, and the procedures set forth in 23 CFR Part 771 and 49 CFR Part 622.
- E. Energy Conservation - The Grantee and its third party contractors at all tiers shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued under the Energy Policy and Conservation Act, 42 U.S.C. Section 6321 *et seq.*
- F. Clean Water - For all contracts and subcontracts exceeding \$100,000, Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Water Pollution Control Act, 33 U.S.C. Section 1251 *et seq.*
- G. Clean Fuels - To the extent applicable to the Grantee and its contractors and subcontractors, the Grantee shall comply with the requirements of the "Clean Fuels Formula Grant Program," 49 CFR Part 624 and any of the federal government other requirements, 49 U.S.C. Section 5308.

Section 26-8. Privacy

Should the Grantee, or any of its third party contractors, or their employees, administer any system of records on behalf of the Federal or State Government, the Privacy Act of 1974, 5 U.S.C. Section 552a and 49 CFR Part 29 Subpart F, imposes information restrictions on the party managing the system of records.

EXHIBIT D

**INSTRUCTIONS FOR ANNUAL CERTIFICATION TO COMPLY
WITH OMB CIRCULAR A-133**

Project Name: McHenry County Service Integration and Coordination (Operating, Mobility Management and Capital)

Does this Project receive federal funds? Yes No

Amount of federal funds: \$502,825

Federal Project Number: IL-37-X050

CFDA Number*, Federal Agency, Program Title: 20.516, Federal Transit Administration, Job Access Reverse Commute

*For CFDA (Catalog of Federal Domestic Assistance) Number, refer to original Federal Award/Grant Agreement.

In accordance with OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, a Grantee that expends \$500,000 or more of federal funds from all sources during its fiscal year is required to have a single audit performed in accordance with OMB Circular A-133. The Regional Transportation Authority (RTA) is required by federal law to obtain and review the single audit of all Grantees that had any federally participating funds pass through it, irrespective of the amount provided by the RTA. It is the responsibility of the Grantee expending federal funds to comply with the requirements of OMB Circular A-133 and determine whether they are required to have a single audit performed. Therefore, the Grantee must submit to the RTA a copy of the Grantee's OMB A-133 single audit and/or the attached Certification Form on an annual basis for each fiscal year that corresponds with expenditures associated with the RTA Technical Services Agreement (TSA) contract period:

1. If your agency expended \$500,000 (or the current OMB Circular A-133 qualifying amount) or more in federal awards from all sources, including other agencies, in a fiscal year, you are required to have a single audit performed in accordance with OMB Circular A-133 and submit a copy of the report to the RTA within the earlier of 30 days after completion of the single audit or no more than nine months after the end of your fiscal year end.
2. If your agency did not expend \$500,000 (or the current OMB Circular A-133 qualifying amount) or more in federal awards from all sources, including other agencies, in a fiscal year, and are not required to conduct a single audit, you must complete and return the Certification Form as attached.
3. If your agency receives multiple awards from the RTA, only one annual submittal of this information is required.

The single audit must be comprised of four parts. The Grantee has the option of including the four parts in one report or a combination of reports. The four parts are commonly known as:

1. Comprehensive Annual Financial Report (Financial Statements).
2. Schedule of Expenditures of Federal Awards and Independent Auditor's Report thereon.
3. Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and other matters based on an Audit of Financial Statements performed in accordance with Government Auditing Standards.
4. Independent Auditor's Report on Compliance with Requirements Applicable to each Major Program and on Internal Control over Compliance in accordance with OMB Circular A-133.

Additional information which should be submitted, if applicable:

1. Corrective Action Plan(s)
2. Management Letter
3. Status of Prior Year Findings

OMB CIRCULAR A-133 SINGLE AUDIT CERTIFICATION FORM

Grantee's Legal Name: The County of McHenry, Illinois

Grantee's Address: 16111 Nelson Road, Woodstock, Illinois 60098

Grantee's Fiscal Year*: _____
(month) / (day) / (year) - (month) / (day) / (year)

*A **fiscal year** (or financial year, or sometimes budget year) is a period used for calculating annual ("yearly") financial statements in businesses and other organizations. The fiscal year is **not** your TSA contract period. Please indicate above the fiscal year this certification covers.

Project Name(s): McHenry County Service Integration and Coordination (Operating, Mobility Management and Capital)

Please (1) check the appropriate box, (2) sign below, and (3) return this certification to the address below.

I certify our agency did not expend \$500,000 or more in federal awards during the fiscal year entered above and was not required to have a single audit conducted.

We have attached our most recently completed OMB Circular A-133 single audit.

Grantee's Signature: _____ Date: _____

Print Name and Title: _____

Phone: (____) _____ E-Mail: _____

Please return to: Regional Transportation Authority
Attn: John Yu, Controller
175 W. Jackson Blvd., Suite 1550
Chicago, IL 60604

Questions: John Yu, Controller
(312) 9163-3161
yuj@rtachicago.org

RESOLUTION
AUTHORIZING AN AGREEMENT WITH THE REGIONAL TRANSPORTATION
AUTHORITY TO ACCEPT AND USE OF NEW FREEDOM GRANT

WHEREAS, the Regional Transportation Authority (RTA) is authorized to make such grants as the designated recipient of New Freedom grant funding for northeast Illinois; and

WHEREAS, the RTA has the power to expend funds for use in connection with New Freedom projects and has the power to make and execute all contracts and other instruments necessary or convenient to the exercise of its powers; and

WHEREAS, the County Board approved an application for New Freedom federal grant on July 6, 2010 (R-201007-82-169) to fund the consolidation of the County and municipal services under one County contract as part of the McHenry County Service Integration and Coordination project; and

WHEREAS, approval for said federal funds will impose certain financial obligations upon the County.

NOW THEREFORE BE IT RESOLVED, that Kenneth Koehler, County Board Chair and his successor is authorized to execute an agreement on behalf of the County of McHenry with the Regional Transportation Authority for a New Freedom grant for the McHenry County Service Integration and Coordination project; and

BE IT FURTHER RESOLVED, that Kenneth Koehler, County Board Chair and his successor is authorized to furnish such additional information, assurances, certifications and amendments as the Regional Transportation Authority may require in connections with this New Freedom grant; and

BE IT FURTHER RESOLVED, that Kenneth Koehler, County Board Chair and his successor certify that the County of McHenry will provide the required local match from the County Regional Transportation Authority funds; and

BE IT FURTHER RESOLVED, that Kenneth Koehler, County Board Chair and his successor is authorized on behalf of the County of McHenry to execute and deliver grant agreements and all subsequent amendments thereto between the County of McHenry and the Regional Transportation Authority for a New Freedom grant, and the County Clerk of the County of McHenry is authorized and directed on behalf of the County of McHenry to attest said agreements and all subsequent amendments thereto; and

BE IT FURTHER RESOLVED, that Kenneth Koehler, County Board Chair and his successor is authorized and directed to take such action as necessary or appropriate to implement, administer and enforce said agreements and all subsequent amendments thereto on behalf of the County of McHenry; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to transmit a certified copy of this resolution to the County Administrator and three to the Director of Transportation/County Engineer of which, one each will be forwarded to the Director of Pace Suburban Bus and the Regional Transportation Authority.

DATED at Woodstock, Illinois, this 1st day of November, A.D., 2011.

KENNETH D. KOEHLER, Chairman
McHenry County Board

ATTEST:

KATHERINE C. SCHULTZ, County Clerk

TECHNICAL SERVICES AGREEMENT

between

THE REGIONAL TRANSPORTATION AUTHORITY

and

THE MCHENRY COUNTY, ILLINOIS

Contract No.: NF-2010-05

CFDA No.: 20.521

Federal Project No.: IL-57-X003

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This Technical Services Agreement (this "Agreement") is made by and between the Regional Transportation Authority, a municipal corporation and body politic formed under the laws of Illinois (the "RTA"), and The McHenry County, Illinois, a municipal corporation and body politic formed under the laws of the State of Illinois (the "Recipient" or the "Grantee," which term shall include its successors and assigns) as of the later date of execution by the RTA or the Grantee.

WHEREAS, the Recipient wishes to undertake one or more public transportation projects; and

WHEREAS, the Recipient has made application to the RTA for financial assistance or financial and technical assistance for the project(s) in accordance with the procedures established by the RTA; and

WHEREAS, the Recipient's application has been reviewed and approved by the RTA;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, this Agreement is made to provide financial assistance or financial and technical assistance to the Recipient in the form of a technical services agreement (hereinafter referred to as the "Agreement"), to set forth the terms and conditions upon which the Agreement will be made, and to set forth the Agreement of the parties as to the manner in which the project(s) will be undertaken, completed, and used.

ARTICLE I: DEFINITIONS

1.1 "Allowable Cost" means an expense with respect to the Project(s) which meets the requirements of Article IX of this Agreement.

1.2 "Application" means the application submitted by the Recipient with respect to the Project(s). In the event of a conflict between the Application and the attached Exhibit A, Scope of Services, Exhibit A shall govern.

1.3 "Local Share" means that portion of the Net Project Cost of each Project provided by the Recipient pursuant to this Agreement.

1.4 "Net Project Cost" means the sum of the allowable costs incurred in performing the work on each Project, including work done by the Recipient.

1.5 "Project(s)" means the scope of specific activities for which the funds provided in this Agreement are to be expended, as set forth in Exhibit A, Scope of Services and in the plans, specifications, and schedules set forth in the Application.

1.6 "Project Budget" means the anticipated Net Project Cost for each Project as shown in Exhibit B, Project Budget, as may be amended from time to time by the Recipient with RTA approval and in a format approved by the RTA.

1.7 "Project Facilities" means any facilities, equipment, or real property purchased, acquired, constructed, improved, renovated, or refurbished as part of each Project through the application of the RTA's Agreement funds.

1.8 "Service Life" shall mean, with respect to each Project Facility, the period set forth with respect to such Project Facility on Exhibit B, if applicable.

ARTICLE II: THE RECIPIENT'S AUTHORITY AND COMMITMENT

2.1 The Recipient represents and warrants that it has the legal authority and the financial, technical, and managerial capacity to apply for, plan, manage, and complete the Project(s) for which funding is being provided under this Agreement.

2.2 The Recipient acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the United States or State of Illinois in connection with this Project, they reserve the right to impose on the Recipient the penalties of 18 USC 1001, 49 USC 5307, 31 USC 3801, and 49 CFR 31, as they may deem appropriate. Recipient agrees to include this clause in all state and federally-assisted contracts and subcontracts.

2.3 The Recipient agrees to undertake and complete the scope of each Project as set out in Exhibit A, Scope of Services, and in accordance with the Project Budget as set out in Exhibit B, Project Budget, and to provide for the use of Project Facilities as described in Exhibit A and the Application, in accordance with this Agreement and all applicable laws.

ARTICLE III: TERM OF AGREEMENT

3.1 The term of this Agreement shall be from August 1, 2011 to September 30, 2013.

ARTICLE IV: TECHNICAL SERVICES AGREEMENT

4.1 RTA Budget Commitment.

(a) Subject to the annual appropriation of funds by the RTA, the RTA hereby commits to provide the funds pursuant to paragraph 4.1(b) and as listed in Exhibit B, Project Budget, for the Project(s) in Exhibit A, Scope of Services.

(b) The RTA will provide 50.00% of the aggregate actual cost of Project 148 as set forth on Exhibit B, or \$299,333.00, whichever is less. The RTA will provide 80.00% of the aggregate actual cost of Project 149 as set forth on Exhibit B, or \$3,284.00, whichever is less. The RTA shall have no liability regarding any Project funded by this Agreement in excess of the funds actually appropriated for the Project.

4.2 Recipient Commitment to Complete Project(s) or Seek Amendment.

Subject to the RTA's appropriation of the funds described in paragraph 4.1, the Recipient agrees to complete the scope of all the Projects, and to provide funding up to the amount of Local Share of the Project Budget, or to seek an amendment in accordance with this subparagraph. The Recipient shall request an amendment to the Agreement in order to (1) add or delete a Project, (2) change the scope of any Project, or (3) change the Project Budget(s).

4.3 Conformity with Project Budget.

(a) The Recipient shall carry out each Project and shall incur obligations against and disburse Project funds only in conformance with the latest approved Project Budget attached hereto as Exhibit B. A proposed revised Project Budget shall accompany any request to amend this Agreement.

(b) The Recipient must seek the prior approval of the RTA to revise the Project Budget(s) to increase or decrease the estimated Net Project Cost. In making this request the Recipient must demonstrate the following:

- (1) A justifiable rationale for the revision in a particular Project;
- (2) The revised budget for the Project covers the full scope of the Project funded under this Agreement, i.e., the revised budget of the Project is intended to be adequate for the completion of the Project;
- (3) There are sufficient unspent funds in the Agreement contingency, should one be part of this Agreement, or any other Project which may be reallocated to the revised budget of the revised Project;
- (4) The funds remaining in the Agreement contingency, should one be part of this Agreement, or any other Project after reallocation of funds to the revised budget for the Project are sufficient to provide for the uncompleted portions of all other Projects within the Agreement; and
- (5) The proposed revision will not cause the aggregate amount of all Project Budgets as set forth on Exhibit B to be exceeded.

ARTICLE V: METHOD OF FUNDING

5.1 The RTA may finance its obligations, or any portion thereof, under this Agreement in any way it deems, in its sole discretion, to be most advantageous and fiscally sound, provided that nothing in this Agreement shall cause the Recipient to be obligated to any creditor of the RTA with respect to such financing.

5.2 All or part of any share of the Net Project Cost to be contributed by the Recipient may, with the express written prior approval of the RTA, be provided by the Recipient in the form of contributions of professional, technical or other services. The amount or value of any share of the Net Project Cost contributed by the Recipient is shown in Exhibit B.

5.3 In the event that the Recipient receives funds from any source with respect to the completion of the Project which do not appear in Exhibit B and were not included in determining the RTA share under paragraph 4.1(b) of this Agreement, the amount of this Agreement shall be recalculated and a proportionate amount of the RTA funding shall be refunded to the RTA. Such funds include, but are not limited to, the proceeds of any sale and leaseback arrangement with respect to Project Facilities, if any. This Section 5.3 shall survive the termination or expiration of this Agreement, whether by lapse of time or otherwise for a period equal to the Service Life of the relevant Project Facility.

ARTICLE VI: ACCOMPLISHMENT OF THE PROJECT(S)

6.1 General.

(a) The Recipient shall commence, carry on, and complete the Project(s) with all practicable dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement. The Recipient shall cause all contractors involved with the Project(s) to deliver and complete the Project(s) in accordance with the Project schedules submitted at time of application or as revised pursuant to paragraph 6.2(b) of this Agreement.

(b) In performance of its obligations pursuant to this Agreement, the Recipient and the contractors shall comply with all applicable provisions of federal, state, and local law. Specifically, Recipient and contractors agree to administer the Project in accordance with the applicable federal and state provisions, including all applicable Federal Transit Administration (hereinafter referred to as "FTA") Circulars and 49 CFR 18 and 19. All limits and standards set forth in this Agreement to be observed in the performance of a Project are minimum requirements and shall not affect the application of more restrictive standards to the performance of the Project.

(c) At or prior to the time that funds are needed to meet Project costs, the Recipient shall initiate and prosecute to completion all proceedings necessary to enable the Recipient to provide any share of the Net Project Cost which is to be provided by the Recipient.

(d) Nothing in this Agreement is intended to subject the RTA to any obligations or liabilities to contractors of the Recipient, or their respective subcontractors, or any other person not a party to this Agreement in connection with the performance of any Project pursuant to the provisions of this Agreement, notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

6.2 Project Completion.

(a) Any failure, except a force majeure event or any other reason beyond the control of the Recipient, to make progress which significantly endangers substantial performance of a Project within a reasonable time shall be deemed to be a violation of the terms of this Agreement.

(b) The Recipient shall complete each Project in accordance with the Project completion date provided at time of application or as revised. In the event the Recipient determines that, for whatever reason, a Project cannot be completed in accordance with the Project schedule, the Recipient shall immediately notify the RTA in writing, within thirty days, of: 1) the nature and extent of the delay; 2) the reason or reasons for the delay; 3) the adjustments to the Project schedule which can be made to ensure that the Project is completed on schedule; and 4) if the Project cannot be completed on schedule, the implications on the Project Budget due to the delay.

6.3 Use of Facilities.

(a) The Project Facilities, if any, shall be used by the Recipient as described in the Recipient's final, approved Application.

(b) If during the Service Life, the Project Facilities are not used in this manner, are sold or are otherwise disposed of, or are withdrawn from mass transportation service at the initiative of the Recipient (if applicable), the Recipient shall immediately notify the RTA and shall, at the RTA's discretion, remit to the RTA a proportional amount of the fair market value, if any, of the Project Facilities (determined on the basis of the ratio of the amounts paid by the RTA pursuant to this Agreement to the total cost of such Project Facilities). The fair market value shall be deemed to be the value of the Project Facilities as determined by a competent appraisal conducted as soon as feasible after such withdrawal or misuse occurs; or the actual proceeds from the public sale of such property, whichever is approved by the RTA; or, for rolling stock, the unamortized value of the remaining service life per unit based on straight-line depreciation of the original purchase price. Any appraiser employed for such purposes shall be subject to disapproval by the RTA on the grounds that it is not an independent appraiser.

(c) The Recipient shall maintain, in an amount and form satisfactory to the RTA, insurance or self-insurance with such reserves as will be adequate to protect Project Facilities throughout the period of their useful lives. The cost of such insurance shall not be an Allowable Cost for the Projects.

(d) This Section 6.3 shall survive the termination or expiration of this Agreement, whether by lapse of time or otherwise, for a period equal to the Service Life of the relevant Project Facility.

ARTICLE VII: PASS-THROUGH FUNDING PROVISIONS

7.1 If this Agreement provides any portion of funding for which the RTA receives funds from a governmental entity subject to agreement, grant, or contract, the provisions contained therein and as detailed in the attached Exhibit C, Federal Certifications and Assurances, are hereby incorporated by reference and made a part of this Agreement. The Recipient shall carry out each Project in such a manner as to comply with the requirements contained herein and the requirements of any governmental agreement, rules and regulations applicable to this Project. If it is not possible to carry out the project in such a manner, the Recipient shall, as soon as practicable, notify the RTA in writing of the specific provisions of each agreement, rule or regulation in conflict and reasons for conflict in order that appropriate arrangements may be made between the parties and any governmental entity to permit the Project to proceed.

7.2 The Recipient acknowledges that federal and state governmental requirements may change and the changed requirements will apply to the Project as required. The Recipient acknowledges that a reference to a specific law in this Agreement is considered to be a reference to 1) such law as it may be amended, modified or supplemented from time to time, 2) all regulations and rules pertaining to or promulgated pursuant to such law, (c) the successor to the law resulting from recodification or similar reorganizing of laws and (d) all future laws pertaining to the same or similar subject matter. The Recipient agrees to include in all subcontracts or lower tier agreements specific notice to this effect.

7.3 The Illinois Department of Transportation (IDOT) and the FTA shall not be subject to any obligations or liabilities by or to the Recipient or contractors of the Recipient or their subcontractors or any other person not party to this Agreement in connection with the performance of this Project, without their respective express written consent, notwithstanding the concurrence in or approval of the solicitation or the award by IDOT or FTA to such contractors or subcontractor(s). The Recipient agrees to include this clause in each subcontract or lower tier agreement financed in whole or in part with federal and/or state assistance.

ARTICLE VIII: PROJECT ADMINISTRATION AND MANAGEMENT

8.1 Project Management.

(a) The Recipient is responsible for administration and management of each Project.

(b) The RTA or its designee may conduct periodic on-site inspections of each Project to evaluate the effectiveness of the Recipient's arrangement for supervision and inspection and to evaluate the work done on the Project and adherence to this Agreement. The Recipient shall provide reasonable access to its premises, or cause its contractors to provide reasonable access to their premises, for the RTA and its designee to permit these inspections. Inspection of, or concurrence by, RTA in Project work does not relieve the Recipient of its responsibilities and liabilities. Any inspection must be coordinated with the Recipient's personnel for purposes of providing reasonable notice and adhering to safety regulations.

(c) Any Project management plan or amendment to such plan provided pursuant to any governmental agreement, grant or contract for any Project in this Agreement shall require written approval of the RTA.

(d) The Recipient shall report to the RTA regarding all Projects in this Agreement and shall provide to the RTA such information that the RTA deems necessary to meet its reporting responsibilities or other requests from the FTA or any other governmental agency. When requesting reimbursement from the RTA, the Recipient will be required to submit detailed requisitions and progress reports supported by properly executed payrolls, time records, invoices, contracts, or vouchers, evidencing in detail the nature and propriety of the charges.

ARTICLE IX: REQUISITION, PAYMENT PROCEDURES, AND RECORD KEEPING

9.1 The Recipient shall establish and maintain as a separate set of accounts, or as an integral part of its current accounting scheme, accounts for each Project in conformity with requirements established by the RTA.

9.2 Allowable Costs.

Funds provided by the RTA under this Agreement shall only be used to pay or reimburse the Recipient for allowable costs for a Project which meets all of the requirements set forth below:

(a) They shall be made in conformance with the final, approved Exhibit A, Scope of Services, and Exhibit B, Project Budget(s), and all other provisions of this Agreement;

- (b) They shall be necessary in order to accomplish the Project;
- (c) They shall be reasonable in amount for the goods or services purchased;
- (d) They shall be actual net costs to the Recipient (i.e., the price paid minus any refunds, rebates, or other items of value received by the Recipient which have the effect of reducing the cost actually incurred);
- (e) They shall be incurred (and for work performed) after the effective date of this Agreement, unless specific authorization from the RTA to the contrary is received (in no event will the RTA provide funding to reimburse expenses incurred after expiration of this Agreement);
- (f) To the extent applicable, they shall be in conformance with the standards for allowability of costs established by IDOT. State of Illinois rates apply for travel, lodging, meals and other expenses, as applicable.
- (g) They shall be satisfactorily documented;
- (h) They shall be treated uniformly and consistently under accounting principles and procedures approved or prescribed by generally accepted accounting principles, and those approved or prescribed by the Recipient for its contractors; and
- (i) They shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges. (In the event that it may be impractical to determine exact costs of indirect or service functions, allowable costs will include such allowances for these costs as may be approved by the RTA.)

9.3 Payment Procedures.

- (a) The Recipient may make requests for payment of allowable costs under the Agreement, and the RTA shall honor such requests in the manner set forth in this paragraph. In order to receive payments, the Recipient shall:
 - (1) Execute and submit to the RTA a requisition for approval by the RTA;
 - (2) Have submitted all financial, progress, and other reports required by the RTA;and
 - (3) Have received approval by the RTA for any budget revisions required to cover all costs to be incurred by the end of the requisition period.

(b) Upon receipt of the completed requisition form and the accompanying information in satisfactory form, the RTA shall process the requisition. If the Recipient is complying with its obligations pursuant to the Agreement, the RTA shall reimburse apparent allowable costs incurred by the Recipient up to the maximum amount of the RTA Agreement. Such reimbursement shall be made within sixty (60) days after receipt of each request for same from the recipient. However, reimbursement of any cost pursuant to this paragraph shall not constitute a final determination by the RTA of the allowability of such cost and shall not constitute a waiver of any violation of the terms of this Agreement committed by the Recipient. The RTA will make a final determination as to the allowability of costs only after a final audit of the Agreement has been conducted pursuant to Article XI of the Agreement.

(c) In the event that the RTA determines that the payment should not be made, it shall notify the Recipient within twenty (20) days after receipt of the completed requisition form, stating the reasons for such determination.

(d) The Recipient agrees that upon completion of all of the Projects in this Agreement and after payment or provision for payment or reimbursement of all allowable costs, the Recipient shall refund to the RTA any unexpended balance of funds received by the Recipient under this Agreement.

9.4 Records Retention.

(a) All books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement, this Agreement and all books, records, and supporting documents related to the Agreement must be retained by Recipient for a minimum of five (5) years after completion of this Agreement or such longer time as may be required by any governmental agency from which funds are obtained and shall be available for review and audit by authorized representatives of the RTA, the Illinois Auditor General, IDOT, the FTA, or another governmental agency with the following qualifications:

(1) All records must be retained until final audit is completed and all audit findings are resolved, unless otherwise agreed to by the RTA;

(2) If any litigation or claim is initiated before completion of the final audit, records must be retained until all litigation or claims involving these records have been resolved; and

(3) Records of any property acquired with RTA funds must be retained for three years after final disposition of the property.

(b) Should the Recipient administer any system of records on behalf of the Federal or State Government, the Privacy Act of 1974, 5 USC 552 and 49 CFR 10, Subpart C, imposes information restrictions on the party managing the system of records.

9.5 Audits.

(a) Pursuant to all applicable Office of Management and Budget Circulars, the Recipient shall permit, and shall require its contractors to permit, at anytime, the RTA, or IDOT or other state or federal agency, authorized to perform such audit and inspection, to inspect all work, materials, payrolls, and other data and records, including computer or electronically generated records, documents, and data, with regard to each Project, and to audit the books, records, and accounts of the Recipient and its contractors with regard to each Project. The RTA also may require the Recipient to furnish at any time prior to closeout of the Agreement, audit reports with respect to the Agreement prepared according to generally accepted accounting principles. The Recipient agrees to promptly comply with recommendations contained in any RTA, IDOT or other state or federal agency final audit report.

(b) In accordance with 49 USC 5325(g), the Grantee agrees to require each third party whose contract award is not based on competitive bidding procedures as defined by the Secretary of U.S. DOT, to permit the Secretary, Comptroller General of the U.S., IDOT, the RTA, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that third party contract and audit the books, records, and accounts involved.

ARTICLE X: RIGHT OF THE RTA TO TERMINATE

10.1 Upon written notice to the Recipient, the RTA may suspend or terminate all or part of the financial and/or technical assistance provided herein if the Recipient is or has been in violation of the terms of the Agreement (including its obligation to provide for a portion of the funding for each Project as reflected on Exhibit B, if applicable), or if funding provided to the RTA pursuant to paragraph 7.1 is terminated. Termination of any Project in this Agreement will not invalidate obligations of the RTA to reimburse the Recipient for Project costs incurred up to and including the date of termination, nor invalidate obligations of the Recipient, properly incurred by the Recipient, to the extent they are noncancellable. The acceptance of a remittance by the RTA of any or all Project funds previously received by the Recipient or the closing out of the RTA financial participation in the Project shall not constitute a waiver of any claim which the RTA may otherwise have arising out of this Agreement.

For example, the foregoing remedies shall become available to the RTA if one of the following occurs:

(a) There is any misrepresentation of a material nature in the Application, or amendment thereof, or in respect to this Agreement or any document or data furnished pursuant hereto, or any other submission of the Recipient required by the RTA in connection with this Agreement;

(b) There is pending litigation which, in the opinion of the RTA, may jeopardize funding provided to the RTA pursuant to paragraph 7.1 of this Agreement;

(c) There has been in connection with the funding provided to the RTA pursuant to paragraph 7.1, any violation of the state or federal regulations, ordinances or statutes applicable to the Recipient, its officers or employees which, in the opinion of the RTA, affects this Agreement;

(d) Any funds provided by the RTA pursuant to this Agreement are used for an ineligible purpose;

(e) The Recipient is unable to substantiate the proper use of funding provided to the RTA pursuant to paragraph 7.1;

(f) The Recipient is in default under any of the provisions of this Agreement;

(g) There is failure to make progress which significantly endangers substantial completion of performance of the Project within a reasonable time, which failure shall be deemed to be a violation of the terms of this Agreement;

(h) The Recipient has failed to maintain the Project Facilities as required by this Agreement;

(i) The RTA determines that the purposes of the applicable governing laws would not be adequately served by continuation of state or federal assistance to the Project;

(j) The State Legislature or any federal agency fails to make sufficient appropriations for funding pertinent to that provided to the RTA pursuant to paragraph 7.1.

ARTICLE XI: SETTLEMENT AND CLOSE-OUT

11.1 Upon receipt of notice of successful completion of the Agreement or upon termination by the RTA, the RTA at its discretion will perform or contract for the performance of a final audit to determine the final allowability of costs incurred, and shall make final settlement of the RTA's obligations described in this Agreement. If the RTA has made payments to the Recipient in excess of the total amount of such RTA obligations, the Recipient shall promptly remit such excess to the RTA. The Agreement close-out occurs when the RTA notifies the Recipient and forwards the final Agreement payment or when an appropriate refund of RTA Agreement funds has been received from the Recipient and acknowledged by the RTA. Agreement close-out shall be subject to any continuing obligations imposed on the Recipient by this Agreement or contained in the final notification or acknowledgment from the RTA.

ARTICLE XII: PROCUREMENT

12.1 Procurement Procedures.

(a) The Recipient shall follow applicable federal, state, and local law and procedures when awarding and administering contracts for goods and services funded by this Agreement. Any such contract or subcontract for goods, property and services exceeding \$10,000 shall contain all the clauses pursuant to FTA Circular 4220.1E and 49 CFR 18.36, 19.40-19.48, and the parties shall comply with the requirements therein.

(b) Apart from inconsistent requirements imposed by federal and state law, the Recipient (and its subcontractors) agrees that no federal or state funds shall be used to support procurement utilizing exclusionary or discriminatory specifications and it will comply with 49 USC 5323(h)(2).

(c) The Recipient agrees to comply with U.S. Maritime Administration Regulations, "Cargo Preference – U.S. Flag Vessels," 46 CFR 381, to the extent those regulations apply to the Project, and insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Agreement.

(d) To the extent applicable, the Recipient agrees to comply with the requirements of 49 USC 5323 and FTA regulations, "Bus Testing", 49 CFR 665, and agrees to provide the RTA with applicable certifications and obtain applicable certifications from contractors, subcontractors and manufacturers.

(e) 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 USC 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR 661.

(f) The Recipient agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by federal statute, and as permitted by IDOT and FTA.

(g) The Recipient agrees to comply with the requirements of Executive Order No. 12549 and 12689 "Debarment and Suspension," and U.S. Department of Transportation (DOT) regulations on Debarment, 49 CFR 29, and agrees to obtain applicable certifications from contractors and subcontractors and otherwise comply with federal and state regulations.

(h) The Recipient certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or local government, nor has the Recipient made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of the Recipient committed bribery or attempted bribery on behalf of the Recipient and pursuant to the direction or authorization of a responsible official of the Recipient. The Recipient further certifies that it has not been barred from contracting with a unit of the State or local government as a result of a violation of Title III, Part E, Article 33 of the Criminal Code.

(i) Electronic and Information Technology – to the extent applicable, Recipient agrees to include in its specification requirements that all reports or information will be prepared and provided using electronic or information technology capable of assuring that, when provided to the RTA, it will meet with the applicable accessibility standards of Section 508 of the Rehabilitation Act of 1973, as amended, 29 USC 794(d) and U.S. Architecture and Transportation Barriers Compliance Board (ATBCB) regulations "Electronic and Information Technology Accessibility Standards," 36 CFR 1194.

12.2 Procurement Review.

The Recipient must obtain preaward approval from the RTA for: (1) any proposed third party contract; (2) any change order with a third party contractor; and (3) any use of force account for activities funded by this Agreement.

ARTICLE XIII: SETTLEMENT OF THIRD PARTY CONTRACT DISPUTES OR BREACHES

13.1 The RTA has a vested interest in the settlement of disputes, defaults, or breaches involving any RTA-assisted third party contracts for any Project. The RTA retains a right to a proportional share, based on the percentage of the RTA share committed to any Project, of any proceeds derived from any third party recovery, after taking into account any costs incurred by the Recipient in securing the recovery. Therefore, the Recipient shall avail itself of all legal rights available under any third party contract. The Recipient shall notify the RTA of any litigation pertaining to any third party contract. The RTA reserves the right to concur in any compromise or settlement of the Recipient's claim(s) involving any third party contract. If the third party contract contains a liquidated damages provision, such proportional share of any liquidated damages recovered shall be credited to the Project account unless the RTA permits otherwise.

ARTICLE XIV: ASSIGNMENT OF CONTRACT -- SUBCONTRACTORS

14.1 The Recipient agrees that no contract for services of any kind in connection with a Project funded by this Agreement shall be assigned, transferred, conveyed, sublet, or otherwise disposed of without the prior written consent of the RTA. All subcontracts shall contain all applicable contract clauses pursuant to federal and state requirements, and as required by this Agreement.

ARTICLE XV: INDEMNIFICATION

15.1 The Recipient agrees to save or hold harmless and indemnify the RTA from and against any and all losses, expenses, damages (including loss of use), demands, and claims, and shall defend any suit or action, whether at law or in equity, brought against it based on any alleged injury (including death) or damage relating to or arising out of any act or omission of the Recipient, its officers, employees and agents with respect to any Project funded by this Agreement and shall pay all damages, judgments, costs, and expenses, including attorney's fees, in connection with any demands and claims resulting therefrom; provided, however, that the Recipient shall not be required to save harmless, indemnify, or defend the RTA due to the negligence or misconduct of the RTA or its successors, assigns, agents, or employees or their respective failure to reasonably perform under this Agreement. This Section 15.1 shall survive the termination or expiration of this Agreement, whether by lapse of time or otherwise.

ARTICLE XVI: INDEPENDENCE OF RECIPIENT

16.1 In no event shall the Recipient or any of its employees, agents, contractors or subcontractors be considered agents or employees of the RTA, IDOT, FTA, U.S. Department of Transportation, or State of Illinois. Furthermore, the Recipient 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 RTA, U.S. Government, or State of Illinois and will not by reason of any relationship with the Agreement make any claim, demand, or application to or for any right or privilege applicable to an agent, officer, or employees of the RTA, U.S. Government, or State of Illinois, including but not limited to, rights and privileges concerning workmen's compensation and occupational diseases coverage, unemployment compensation benefits, Social Security coverage, or retirement membership or credit.

ARTICLE XVII: NON-COLLUSION

17.1 The Recipient warrants that it has not paid and agrees not to pay any bonus, commission, fee, or gratuity for the purpose of obtaining any approval of its Application for any Project pursuant to this Agreement. No Recipient officer or employee, or member of any unit of local government which contributes funds to any Project funded by this Agreement shall be admitted to any share or part of this Agreement or to any benefit arising therefrom other than nominal.

ARTICLE XVIII: CONFLICTS OF INTEREST

18.1 The Recipient hereby certifies that: (1) no employee, officer, board member, or agent of the Recipient is a director, officer or employee of the RTA or (2) if such relationship exists, it is not prohibited by any applicable conflict of interest laws. The Recipient further certifies that, to its knowledge, no employee, officer, board member, or agent of the Recipient has participated in the selection, award, or administration of a contract supported by federal or state funds where such participation constitutes a conflict of interest, whether real or apparent. This conflict of interest requirement applies to all former employees, officers, board members, and agents for one year from the date the employee, officer, board member, or agent ended its employment with the Recipient.

The Recipient acknowledges that no director, officer or employee of the RTA may represent the Recipient with respect to any application or agreement in regard to which such director, officer or employee may be called upon to vote. The Recipient hereby certifies that it has not been, and shall not be, represented by any director, officer or employee of the RTA with respect to its application for financial or financial and technical assistance or this Agreement.

The Recipient agrees that its 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 RTA 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 Recipient relating to such contract, subcontract, or arrangement.

18.2 The Recipient agrees that it will prevent any real and 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 recipient or impair the objectivity in performing the contract work.

ARTICLE XIX: RECIPIENT'S RESPONSIBILITY FOR COMPLIANCE

19.1 Irrespective of the participation of other parties or third party contractors, the Recipient remains primarily responsible for compliance with this Agreement and all applicable federal, state, and local laws and regulations. If the Recipient will receive federal funds or funds from the Illinois Department of Transportation under this Agreement, the Recipient must complete Exhibit C, Certifications and Assurances, and comply with applicable terms and conditions therein. In addition, if the Recipient will receive federal funds under this Agreement, the Recipient must complete Exhibit D, Annual Certification of Compliance with OMB Circular A-133, and comply with the terms and conditions therein.

ARTICLE XX: LABOR LAW COMPLIANCE

20.1 The Recipient agrees to comply with the labor law compliance provisions of any FTA grant contract pertaining to any Project funded by this Agreement and all applicable federal and state labor laws and regulations including, but not limited to, such 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.

(a) **Contract Work Hours and Safety Standards.** The requirements of the clauses contained in 29 CFR 5.5(b) are applicable to any contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1. The Recipient and its subcontractors 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 contracts 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 classification, 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 Recipient or its subcontractors for inspection, copying, or transcription by authorized representatives of the FTA, U.S. Department of Transportation, or Department of Labor, and the Recipient or its subcontractors will permit such representatives to interview employees during working hours on the job.

(b) The Recipient or contractor shall insert in any subcontract the clauses set forth in 29 CFR 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 5.5(b) involving overtime pay, unpaid wages and withholding for unpaid wages.

20.2 The Recipient also agrees to require any contractor performing professional or consulting service in connection with any Project funded by this Agreement to agree to adhere to the requirements of this Article.

ARTICLE XXI: CIVIL RIGHTS

21.1 Non Discrimination.

The Recipient shall comply with and shall require its contractors and subcontractors to comply with all federal, state, and local laws, rules, regulations and ordinances relating to non-discrimination including, but not limited to, all requirements of Title VI of the Civil Rights Act of 1964, 42 USC 2000(d); Section 303 of the Age Discrimination Act of 1975, as amended, 42 USC 6101, Section 202 of the Americans with Disabilities Act of 1990, 42 USC 12101 *et seq.*, Federal Transit Law at 49 USC 5332, and US DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 CFR 21, and any implementing requirements the FTA may issue.

21.2 Equal Employment Opportunity Clauses.

(a) Federal Equal Employment Opportunity – The following requirements apply to the Project and the Recipient agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance provided by FTA.

(1) Discrimination Prohibited – In accordance with 42 USC 2000(e), 49 USC 5332, the Recipient agrees to 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 60 *et seq.*, (which implement E.O. No. 11246, “Equal Employment Opportunity,” as amended by E.O. No. 11375, “Amending E.O. No. 11246 relating to Equal Employment Opportunity,”) that may in the future affect construction activities undertaken in the course of this Project. The Recipient 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 Recipient agrees to comply with any implementing requirements FTA may issue.

(2) EEO Program Incorporated by Reference – If the Recipient is required to submit and obtain approval of its EEO program, that EEO program approved by the United States or State of Illinois government is incorporated by reference and made a part of this Agreement. Failure by the Recipient 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 RTA and the United States or State of Illinois government may impose such remedies as it considers appropriate, including termination of financial assistance, or other measures that may affect the Recipient’s eligibility to obtain future financial assistance in transportation projects.

(3) Age – In accordance with 49 USC 5332, the Recipient agrees to refrain from discrimination against present and prospective employees for reasons of age. In addition, the Recipient agrees to comply with any implementing requirements FTA may issue.

(4) Disabilities – In accordance with 42 USC 12101, the Grantee agrees that it will comply with the requirements of 29 CFR 1630, pertaining to the employment of persons with disabilities. In addition, the Recipient agrees to comply with any implementing requirements FTA may issue.

(5) Sex – In accordance with Title IX of The Educational Amendments of 1972, as amended, 20 USC 1681 *et seq.*, and U.S. Department of Transportation regulations 45 CFR 86, the Recipient agrees to comply with prohibitions against discrimination on the basis of sex, and any federal requirements that may be promulgated.

(6) 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,” for improving access to services for persons with limited English proficiency, *see* 42 USC 2000d-1.

(7) Environmental Justice – The Recipient shall comply with the applicable policies of Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations”, *see* 42 USC 4321 note.

(b) Sexual Harassment – The Recipient 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 Recipient’s internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Resources 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 5/1-101 *et seq.* A copy shall be provided to the RTA upon request.

(c) Illinois Human Rights Act - In the event of the Recipient’s non-compliance with the provisions of the Illinois Equal Employment Opportunity Clause, the Illinois Human Rights Act or the rules and regulations (the “Rules and Regulations”) of the Illinois Department of Human Rights (the “IDHR”), the Recipient may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this 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 Recipient agrees as follows:

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or 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 Agreement or any portion thereof, it will determine the availability (in accordance with the IDHR 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, marital status, national origin or ancestry, age, 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 organization or representative of the Recipient’s obligations under the Illinois Human Rights Act and the IDHR Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Recipient in its efforts to comply with such Act and Rules and Regulations, the Recipient will promptly so notify the IDHR and the contracting agency and will recruit employees for other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the IDHR Rules and Regulations, furnish all relevant information as may from time to time be requested by the IDHR or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the IDHR Rules and Regulations.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel for the contracting agency and the IDHR for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the IDHR Rules and Regulations.

(7) That it will include verbatim or by reference the provisions of this section in every 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 Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the IDHR in the event any subcontractor fails to or refuses to comply therewith. In addition, the Contractor will not utilize any 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.

21.3 Disabilities.

The Recipient shall comply with and shall require its contractors and subcontractors to comply with all applicable federal and state requirements under the ADA and all applicable federal and state laws and regulations relating to procurement and access requirements in accommodating individuals with disabilities. The Recipient shall comply with, and agrees to include the following requirements in each contract or subcontract, applicable state and federal requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC 12101, *et seq.*; 49 USC 5301(d); Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC 794; Architectural Barriers Act, as amended, 42 USC 4151, *et. seq.*; including any amendments to the aforementioned Acts; and the following regulations and amendments thereto:

(a) DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR 37; "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance," 49 CFR 27; "Americans with Disabilities Act (ADA) Accessibility Guidelines/Specifications for Transportation Vehicles," 36 CFR 1192 and 49 CFR 38;

(b) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR 35; and "Nondiscrimination on the Basis of a Disability by Public Accommodations and in Commercial Facilities," 28 CFR 36;

(c) Uniform Federal Accessibility Standards, Appendix A to 41 CFR 101-19.6 (Copies of the Uniform Federal Accessibility Standards are available from the Office of Fair Housing and Equal Opportunity, U.S. Department of Housing and Urban Development, 451 Seventh Street, S.W., Washington, DC 20410, telephone (202) 708-1112;

(d) U.S. EEOC regulations to implement the equal employment provisions of the ADA, 29 CFR 1630;

(e) Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,” 47 CFR 64, Subpart F;

(f) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 CFR 609;

(g) U.S. ATBCB regulations “Electronic and Information Technology Accessibility Standards”, 36 CFR 1194; and

(h) Any implementing requirements FTA may issue.

21.4 Disadvantaged Business Enterprises.

(a) In accordance with 49 CFR Part 26.13(a), as amended, the Recipient assures the RTA that it shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement or the award and performance of any subcontract hereunder. Furthermore, the Recipient shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Recipient to carry out these requirements is a material breach of this Agreement, which may result in its termination or such other remedy as the RTA deems appropriate. The Recipient further agrees to include the language set forth in this Disadvantaged Business Enterprise Assurance in each subcontract it executes.

ARTICLE XXII: ENVIRONMENTAL COMPLIANCE

The Recipient shall comply with and shall require its contractors and subcontractors to comply with all federal, state, and local laws, rules, regulations and ordinances imposing environmental, resource conservation, and energy requirements with respect to the Project. The Recipient expressly understands that the following items do not constitute the Recipient’s entire obligation to meet federal requirements. The Recipient agrees to comply with the following requests:

22.1 Energy Conservation – The Recipient and its contractors at all tiers shall comply with applicable 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 USC 6321 *et seq.*

22.2 Clean Fuels – To the extent applicable the Recipient and its contractors and subcontractors shall comply with the requirements of “Clean Fuels Formula Grant Program”, 49 CFR 624 and any other applicable federal requirements, and 49 USC 5308.

ARTICLE XXIII: DRUG FREE WORKPLACE

23.1 The Recipient certifies and agrees that it will provide a drug-free workplace as required by the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and that it will comply with all provisions thereof. Further, the Recipient agrees to comply with the U.S. DOT Drug Free Workplace Act, and U.S. DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)", 49 CFR 32, and other U.S. DOT and FTA regulations and guidance pertaining to substance abuse (drugs and alcohol) that may be promulgated.

23.2 If applicable, the Recipient 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 655; "Procedures for Transportation Workplace Drug and Alcohol Testing Programs" regulation, 49 CFR 40, and to require contractors and subcontractors, when applicable under 49 U.S.C. 5331 and 49 CFR 655, to do the same.

23.3 Confidentiality – Drugs or Alcohol Abuse. The Recipient shall comply with, and agrees to include the following requirements in each contract or subcontract, applicable state and federal requirements of confidentiality and other Civil Rights provisions of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 USC 1174 *et seq.* and the Public Health Service Act of 1912, 42 USC 290dd-2, including any amendments to the aforementioned Acts;

ARTICLE XXIV: RESTRICTIONS ON LOBBYING

24.1 (a) If this Agreement provides funding in whole or in part from federal funds for a Project(s), the Recipient agrees to comply with Section 319 of the 1990 Department of Interior and Related Agencies Appropriations Act, 31 USC 1352 relating to restrictions on influencing or attempting to influence federal officials in connection with grants, cooperative agreements, or contracts. By executing this Agreement, the Recipient certifies its compliance with this Act as specifically described in subparagraphs (b) and (c) below.

(b) The Recipient agrees that no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(c) The Recipient further agrees that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(d) The Recipient shall require that the language of this Article XXIV be included in the award documents for all third party contracts and that all such contractors shall certify and disclose accordingly.

ARTICLE XXV: SEVERABILITY

25.1 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 continue to conform to the purposes, terms, and requirements of applicable law.

ARTICLE XXVI: ASSIGNMENT AND AGREEMENT

26.1 This Agreement shall not be assigned, transferred, conveyed, sublet, or otherwise disposed of by the Recipient without the prior written consent of the RTA.

ARTICLE XXVII: AMENDMENT

27.1 The Parties agree that no change of the aggregate amount of all Project Budgets or a modification in scope of this Agreement shall be of any force or effect unless such 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 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 Exhibit A, Scope of Services, and Exhibit B, Project Budget, for each Project as appropriate, has been amended to conform thereto.

ARTICLE XXVIII: TITLES

28.1 The Parties agree that the titles of the articles and paragraphs of this Agreement are inserted for convenience of identification only and shall not be considered for any other purpose.

ARTICLE XXIX: OWNERSHIP OF DOCUMENTS/TITLE TO WORK

29.1 All documents, data, and records produced by Recipient and its contractors in carrying out Recipient's obligations and services hereunder, without limitation and whether preliminary or final, as between the RTA and Recipient shall become and remain the property of the RTA. The RTA shall have the right to use all such documents, data, and records without restriction or limitation and without additional compensation to Recipient. All documents, data, and records utilized in performing research shall be available for examination by the RTA upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data, and records shall, at the option of the RTA, be appropriately arranged, indexed, and delivered to the RTA by Recipient.

29.2 In accordance with 37 CFR 401, if any invention, improvement, or discovery of the Recipient or any of its subconsultants 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 Recipient agrees to notify the RTA, IDOT and FTA immediately and provide a detailed report. The rights and responsibilities of the Recipient, its subcontractors, the RTA, IDOT, and FTA, 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. The Recipient agrees to insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Agreement.

29.3 Rights in Data and Copyrights: The Recipient agrees as follows:

(a) 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.

(b) The following provisions apply to all subject data first produced in the performance of this Agreement:

(1) Except for its own internal use, the Recipient may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Recipient authorize others to do so, without the written consent of RTA, IDOT, or FTA, until such time as RTA, IDOT, or FTA, 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.

(2) As authorized by 49 CFR Part 18.34 and 49 CFR Part 19.36, RTA, IDOT and FTA reserve 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, subagreement, or third party contract, irrespective of whether or not a copyright has been obtained; and

(ii) Any rights of copyright to which a third party consultant purchases ownership with federal or state assistance.

(c) When the federal or state government provides assistance to a grantee for a Project involving planning, research, development, or a demonstration, it is generally FTA and IDOT's intent to increase the body of mass transportation knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless FTA or IDOT determine otherwise, the recipient of IDOT or FTA assistance to support planning, research, development, or a demonstration financed under the Acts, as amended, understands and agrees that, in addition to the rights set forth in section 29.3 (b) above, IDOT or FTA may make available to any government grantee, third party consultant, or third party subconsultant, either the federal or state government's license in the copyright to 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 subject data as defined in section 29.3 (a) above, and shall be delivered as RTA may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or programs for the Recipient's use, which costs are financed in whole or in part with IDOT or FTA assistance for transportation capital projects.

(d) Unless prohibited by state law, the Recipient agrees to indemnify, save, and hold harmless the RTA, the State of Illinois and FTA, as their officers, agents, and employees acting within the scope of their official duties, against any liability, including costs and expenses, resulting from any violation by the Recipient 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. The Recipient shall not be required to indemnify the RTA, the State of Illinois and FTA for any such liability arising out of the wrongful acts of employees or agents of the RTA, the State of Illinois or FTA.

(e) Nothing contained in this section on rights in data shall imply a license to the RTA, IDOT or FTA under any patent to be construed as affecting the scope of any license or other right otherwise granted to the RTA, IDOT and FTA under any patent.

(f) The requirements of sub-sections (c), (d), and (e) of section 29.3 above, do not apply to material furnished to the Recipient by the RTA, IDOT and FTA and incorporated in the work carried out under this Agreement; provided that such incorporated material is identified by the Recipient at time of delivery of such work.

(g) The Recipient understands and agrees that data and information submitted to the RTA, IDOT or FTA may be required to be made available under the Freedom of Information Act or other state or federal statutes in accordance with 49 CFR 19.36, as revised.

ARTICLE XXX: ETHICS

30.1 Bribery - Non-governmental 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. They also certify that they have not admitted guilt of such conduct which is a matter of record, nor do they have an official, agent, or employee who has committed bribery or attempted bribery on the firm's behalf under the direction or authorization of one of the Grantee's responsible officials. They also certify that they have not been barred from contracting with a State or local governmental unit as a result of a violation of Title III, Part E, Article 33 of the Illinois Criminal Code.

ARTICLE XXXI: PRIVACY

31.1 Should the Grantee, or any of its third party contractors, or their employees, administer any system of records on behalf of the Federal or State Government, the Privacy Act of 1974, 5 U.S.C. 552 and 49 CFR 10, Subpart C, imposes information restrictions on the party managing the system of records.

ARTICLE XXXII: DOCUMENTS FORMING THIS AGREEMENT

32.1 The Parties agree that this constitutes the entire Agreement between the Parties hereto, that there are no agreements or understandings, implied or expressed, except as specifically set forth or incorporated by reference in the Agreement and that all prior arrangements and understandings in the connection are merged into and contained in this Agreement. The Parties hereto further agree that this Agreement consists of this "Technical Services Agreement," and:

- Exhibit A, Scope of Services
- Exhibit B, Project Budget
- Exhibit C, Certifications and Assurances
- Exhibit D, OMB Circular A-133 Single Audit Certification Form

ARTICLE XXXIII: SPECIAL CONDITIONS

33.1 Annual Certifications to Comply with OMB Circular A-133. The Grantee shall annually file with the RTA, within 30 days after completion of the single audit (if applicable) or no more than nine months after the end of each of Grantee's fiscal year (or portion thereof) during the term of this Agreement, an annual certification to comply with OMB Circular A-133, in the form attached hereto as Exhibit D. The obligation to file such certification for a Grantee's fiscal year in which Grantee expends funds under this Agreement shall survive any expiration or termination of this Agreement.

ARTICLE XXXIV: MISCELLANEOUS

34.1 Notices. All notices, other communications and approvals required or permitted by this Agreement shall be in writing and shall be delivered, sent by certified or registered mail (return receipt requested and postage prepaid), addressed as follows:

- (a) in the case of the RTA:
175 West Jackson Boulevard
Suite 1550
Chicago, Illinois 60604
Attention: Beata Welsh
- (b) in the case of the Recipient:
16111 Nelson Road
Woodstock, Illinois 60098
Attention: Jason Osborn

or such other persons or addresses as either party may from time to time designate by notice to the other. All notices required hereunder shall be in writing and shall be deemed properly served if delivered in person or if sent by registered or certified mail, with postage prepaid and return receipt requested, to the addresses specified. All notices required hereunder shall be deemed received on the date of delivery, or attempted delivery, if delivered in person, or if mailed, on the date which is two (2) days after the date such notice is deposited in the mail.

34.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions and understandings, written or oral, between the parties.

34.3 Governing Law. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws in force in the State of Illinois (excluding any conflict of laws rule or principle which might refer such interpretation to the laws of another jurisdiction).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

RECIPIENT: THE MCHENRY COUNTY, ILLINOIS

Attest: _____

By: _____
KENNETH D. KOEHLER

Date: _____

Title: CHAIRMAN, MCHENRY COUNTY BOARD

REGIONAL TRANSPORTATION AUTHORITY

Attest: _____

By: _____
JOSEPH G. COSTELLO 

Date: _____

Title: EXECUTIVE DIRECTOR

Exhibit A
Scope of Services for
NF-2010-05

Applicant: The McHenry County, Illinois

RTA Project Number: 148

Project Name: McHenry County Service Integration and Coordination (Operating)

Project Description:

This project will integrate and coordinate three municipal services, the Cities of Crystal Lake, McHenry and Woodstock, and the McHenry County service. Additionally, it will initiate services for seniors and the disabled in Greenwood Township. Two service extensions will be included to serve the Fox Lake Metra Station and Valley-Hi nursing home. Tracking and automated dispatching software will be used to help manage the available fleet.

Operations funding shall be used to cover up to 50% of the net cost of each trip provided for New Freedom eligible trips as provided for in the project budget.

Project Location:

The townships of Dorr, Greenwood, and McHenry including the Cities of Crystal Lake, Woodstock and McHenry. Upon notification to the RTA, McHenry County may revise the service area.

RTA Project Number: 149

Project Name: McHenry County Service Integration and Coordination (Mobility Management)

Project Description:

Mobility Management funding shall be used to cover up to 80% of eligible expenses associated with registering riders and conducting target population outreach including marketing and coordination with dispatch center staff.

EXHIBIT B
PROJECT BUDGET
for
NF-2010-05

	Budget Number	0	Date	
Applicant The McHenry County, Illinois				
Total Project Budget				\$602,771.00

RTA Project Number/ Title:	148	McHenry County Service Integration and Coordination (Operating)
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	Project Budget	Inkind	Estimated Project Funds	
			Cash	Share
RTA	\$299,333.00	\$0.00	\$299,333.00	50.00%
Local	\$299,333.00	\$0.00	\$299,333.00	50.00%
Other	\$0.00	\$0.00	\$0.00	0.00%
Total:	\$598,666.00	\$0.00	\$598,666.00	100.00%

RTA Project Number/ Title:	149	McHenry County Service Integration and Coordination (Mobility Management)
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	Project Budget	Inkind	Estimated Project Funds	
			Cash	Share
RTA	\$3,284.00	\$0.00	\$3,284.00	80.00%
Local	\$821.00	\$0.00	\$821.00	20.00%
Other	\$0.00	\$0.00	\$0.00	0.00%
Total:	\$4,105.00	\$0.00	\$4,105.00	100.00%

EXHIBIT C

2010 CERTIFICATIONS AND ASSURANCES

In accordance with 49 U.S.C. 5323(n), the following certifications and assurances have been complied to cover all grants and agreements that include Federal Transit Administration (“FTA”), Illinois Department of Transportation (“IDOT”) and/or Regional Transportation Authority (“RTA”) assistance programs. Twenty-Six (26) Categories of certifications and assurances are listed below by roman numerals I through XXVI. Category I applies to all Grantees. Category II applies to all applications exceeding \$100,000. Categories III through XXV will apply to and be required for some, but not all, Grantees and projects and will be indicated with an “X” as needed.

The RTA and the Grantee understand and agree that not every provision of these certifications and assurances will apply to every Grantee or every project for which the RTA provides Federal financial assistance through a grant agreement, cooperative agreement or contract. The type of project and the section of the statute authorizing Federal financial assistance for the project will determine which provisions apply. The terms of these certifications and assurances reflect applicable requirements of the FTA’s enabling legislation currently in effect.

The Grantee also understands and agrees that these certifications and assurances are special pre-award requirements specifically prescribed by Federal law or regulation and do not encompass all statutory and regulatory requirements that may apply to the Grantee or its project. A comprehensive list of those Federal laws, regulations, and directives is contained in the current FTA Master Agreement MA(15) for Federal Fiscal Year 2009 (the “Master Agreement”) at the FTA website <http://www.fta.dot.gov/documents/16-Master.pdf>. The certifications and assurances in this document have been streamlined to remove most provisions not covered by statutory or regulatory certification or assurance requirements.

Because many requirements of these certifications and assurances will require the compliance of the subrecipient of the Grantee, the RTA and the FTA strongly recommend that each Grantee that will be implementing projects through one or more subrecipients, secure sufficient documentation from each subrecipient to assure compliance, not only with these certifications and assurances, but also with the terms of the grant agreement, cooperative agreement or contract for the project, and the applicable Master Agreement for its project, if applicable, incorporated therein by reference. Each Grantee is ultimately responsible for compliance with the provisions of these certifications and assurances applicable to itself or its project irrespective of participation in the project by any subrecipient.

The Grantee understands and agrees that when it receives RTA assistance on behalf of a consortium, joint venture, partnership or team, each member of that consortium, joint venture, partnership, or team is responsible for compliance with the certifications and assurances the Grantee selects.

The Applicant agrees to comply with the applicable provisions of the following categories that have been selected by the RTA:

- I. Required of Each Grantee _X_
- II. Lobbying _X_
- III. Procurement Compliance _X_
- IV. Protections for Private Transportation Providers ___
- V. Public Hearing ___
- VI. Acquisition of Rolling Stock ___
- VII. Acquisition of Capital Assets by Lease ___
- VIII. Bus Testing ___
- IX. Charter Service Agreement ___
- X. School Transportation Agreement ___
- XI. Demand Responsive Service ___
- XII. Alcohol Misuse and Prohibited Drug Use ___
- XIII. Interest and Other Financing Costs ___
- XIV. Intelligent Transportation Systems ___
- XV. Urbanized Area Formula Program ___
- XVI. Clean Fuels Grant Program ___
- XVII. Elderly Individuals and Individuals with Disabilities Formula & Pilot Programs ___
- XVIII. Nonurbanized Area Formula Program ___
- XIX. Job Access and Reverse Commute Formula Grant Program ___
- XX. New Freedom Program _X_
- XXI. Alternative Transportation in Parks and Public Lands ___
- XXII. Tribal Transit Program ___
- XXIII. Infrastructure Finance Projects ___
- XXIV. Deposits of Federal Financial Assistance to State Infrastructure Banks ___
- XXV. Additional FTA Certifications & Assurances _X_
- XXVI. IDOT Certifications & Assurances ___

The following signature pages (Grantee and Grantee's attorney) must be appropriately completed and signed where indicated by both Grantee and Grantee's attorney.

CERTIFICATIONS AND ASSURANCES

Name of Grantee: The McHenry County, Illinois

Name of Authorized Representative: Kenneth D. Koehler

Relationship of Authorized Representative: Chairman, McHenry County Board

BY SIGNING BELOW, on behalf of the Grantee, I declare that the Grantee has duly authorized me to make these certifications and assurances and bind the Grantee's compliance. Thus, the Grantee agrees to comply with all local, state and Federal statutes, regulations, executive orders, and requirements applicable to this grant or contract and projects funded by this grant or contract.

The RTA intends that the certifications and assurances selected on the preceding page of these certification and assurances should apply, as provided, to each project for which the Grantee seeks now, or may later seek, RTA assistance during this fiscal year.

The Grantee affirms the truthfulness and accuracy of the certifications and assurances it has made in the statements submitted herein with this document and any other submission made to FTA, IDOT or RTA, and acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 et seq., as implemented by U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31 may apply to any certification, assurance or submission made to RTA. The criminal provisions of 18 U.S.C. 1001 may apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized in 49 U.S.C. chapter 53 or any other statute.

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Grantee are true and correct.

Signature _____

Date _____

Name Kenneth D. Koehler

Authorized Representative of Grantee

AFFIRMATION OF GRANTEE'S ATTORNEY

Name of Grantee: *The McHenry County, Illinois*

As the undersigned Attorney for the above named Grantee, I hereby affirm to the Grantee that it has authority under state, local, or tribal government law, as applicable, to make and comply with these certifications and assurances as indicated on the first page of this certifications and assurances document. I further affirm that, in my opinion, the certifications and assurances have been legally made and constitute legal and binding obligations on the Grantee.

I further affirm to the Grantee that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances, or of the performance of the project. Furthermore, if I become aware of circumstances that change the accuracy of the foregoing statements, I will notify the Grantee, the RTA and, if applicable, IDOT and the FTA.

Signature _____

Date: _____

Name _____

Attorney for Grantee

Each Grantee that requests Federal financial assistance (except 49 U.S.C. 5312(b) assistance) and each Grantee with an active capital or formula project must provide an Affirmation of Grantee's Attorney pertaining to the Grantee's legal capacity. The Grantee may enter its signature in lieu of the Attorney's signature, provided the Grantee has on file this Affirmation, signed by the attorney and dated this Federal fiscal year.

CERTIFICATIONS AND ASSURANCES

I. ASSURANCES REQUIRED FOR EACH GRANTEE

The RTA may not award any assistance or enter into any contract until the Grantee provides all certifications and assurances in this Category "I."

A. *Assurance of Authority of the Grantee and Its Representative*

The authorized representative of the Grantee and the Attorney who sign these certifications, assurances, and agreements affirm that both the Grantee and its authorized representative have adequate authority under applicable state, local or Indian tribal law and regulations, and the Grantee's by-laws or internal rules to:

- (1) Execute and file the grant agreement, cooperative agreement or contract with the RTA on behalf of the Grantee; and
- (2) Execute and file the required certifications, assurances and agreements on behalf of the Grantee binding the Grantee.

B. *Standard Assurances*

The Grantee assures that it will comply with all applicable local, state and Federal statutes, and regulations in carrying out any project supported by a grant agreement, cooperative agreement or contract awarded by the RTA. The Grantee agrees that it is under a continuing obligation to comply with the terms and conditions of the grant agreement, cooperative agreement or contract issued for its project with the FTA, IDOT or the RTA. The Grantee recognizes that local, state and Federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The Grantee understands that Presidential executive orders and Federal directives, including Federal policies and program guidance may be issued concerning matters affecting the Grantee or its project. The Grantee agrees that the most recent local, state and Federal laws, regulations, and directives will apply to the project, unless FTA, IDOT or RTA issues a written determination otherwise.

C. *Intergovernmental Review Assurance*

Except if the Grantee is an Indian tribal government seeking assistance authorized by 49 U.S.C. 531 1(c)(1), the Grantee assures that each grant of Federal assistance that it receives from the RTA or contract that it enters into with the RTA has been submitted or will be submitted, as may be required by each state, for intergovernmental review to the appropriate state and local agencies. Specifically, the Grantee assures that it has fulfilled or will fulfill the obligations imposed on FTA by U.S. Department of Transportation (U.S. DOT) regulations, "Intergovernmental Review of Department of Transportation Programs and Activities," 49 CFR part 17. This assurance does not apply to Grantees receiving Federal assistance under FTA's Tribal Transit Program, 49 U.S.C. 531 1(c)(1).

D. *Nondiscrimination Assurance*

As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), by Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and by U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21 at 21.7, the Grantee assures that it will comply with all requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) funded by Federal assistance and awarded by the RTA.

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

(1) Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, and Grantee understands that this assurance extends to its entire facility and to facilities operated in connection with the project;

(2) It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the Grantee assures that it will submit the required information pertaining to its compliance with these provisions;

(3) It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21 to other parties involved therein including any subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project;

(4) Should it transfer real property, structures, or improvements financed with Federal assistance awarded by the RTA to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the Federal assistance is extended or for another purpose involving the provision of similar services or benefits;

(5) The United States has a right to seek judicial enforcement with regard to any matter arising under Title VI of the Civil Rights Act, U.S. DOT implementing regulations, and this assurance; and

(6) It will make any changes in its Title VI implementing procedures as U.S. DOT or FTA may request to achieve compliance with the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21.

E. *Assurance of Nondiscrimination on the Basis of Disability*

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

F. *U.S. Office of Management and Budget (OMB) Assurances*

Consistent with OMB assurances set forth in SF-424B and SF-424D, the Grantee assures that, with respect to itself or its project, the Grantee:

(1) Has the legal authority to apply for and receive Federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project cost) to assure proper planning, management, and completion of the project described in the grant agreement, cooperative agreement or contract;

(2) Will give FTA, the Comptroller General of the United States, and, if appropriate, the state and RTA, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;

(3) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;

(4) Will initiate and complete the work within the applicable project time periods following receipt of RTA approval;

(5) Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:

(a) Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;

(b) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25, which prohibit discrimination on the basis of sex;

(c) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability;

(d) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;

(e) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. 1101 et seq., relating to nondiscrimination on the basis of drug abuse;

(f) The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. 4541 et seq. relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(g) The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd through 290dd-2, relating to confidentiality of alcohol and drug abuse patient records;

(h) Title VIII of the Civil Rights Act, 42 U.S.C. 3601 et seq., relating to nondiscrimination in the sale, rental, or financing of housing; and

(i) Any other nondiscrimination statute(s) that may apply to the project;

(6) To the extent applicable, will comply with, or has complied with, the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (Uniform Relocation Act) 42 U.S.C. 4601 et seq., which, among other things, provide for fair and equitable treatment of persons displaced or persons whose property is acquired as a result of federally assisted programs. These requirements apply to all interests in real property acquired for project purposes and displacement caused by the project regardless of Federal participation in any purchase. As required by sections 210 and 305 of the Uniform Relocation Act, 42 U.S.C. 4630 and 4655, and by U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR 24.4, the Grantee assures that it has the requisite authority under applicable state and local law to comply with the requirements of the Uniform Relocation Act, 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, and will comply with that Act or has complied with that Act and those implementing regulations, including but not limited to the following:

(a) The Grantee will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24;

(b) The Grantee will provide fair and reasonable relocation payments and assistance as required by 42 U.S.C. 4622, 4623, and 4624; 49 CFR part 24; and any applicable FTA procedures, to or for families, individuals, partnerships, corporations, or associations displaced as a result of any project financed with FTA assistance;

(c) The Grantee will provide relocation assistance programs offering the services described in 42 U.S.C. 4625 to such displaced families, individuals, partnerships, corporations, or associations in the manner provided in 49 CFR part 24;

(d) Within a reasonable time before displacement, the Grantee will make available comparable replacement dwellings to displaced families and individuals as required by 42 U.S.C. 4625(c)(3);

(e) The Grantee will carry out the relocation process in such manner as to provide displaced persons with uniform and consistent services, and will make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin;

(f) In acquiring real property, the Grantee will be guided to the greatest extent practicable under state law, by the real property acquisition policies of 42 U.S.C. 4651 and 4652;

(g) The Grantee will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. 4653 and 4654, with the understanding that FTA will provide Federal financial assistance for the Grantee's eligible costs of providing payments for those expenses, as required by 42 U.S.C. 4631;

(h) The Grantee will execute such amendments to third party contracts and subagreements financed with FTA assistance and execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement the assurances provided herein; and

(i) The Grantee agrees to make these assurances part of or incorporate them by reference into any third party contract or subagreement, or any amendments thereto, relating to any project financed by FTA involving relocation or land acquisition and provide in any affected document that these relocation and land acquisition provisions shall supersede any conflicting provisions;

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

(8) To the extent applicable, will comply with the flood insurance purchase requirements of section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), requiring the Grantee and its subrecipients in a special flood hazard area to participate in the program and purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;

(9) To the extent applicable, will comply with the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4831(b), which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures;

(10) To the extent applicable, will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities on which a construction project supported with FTA assistance takes place without permission and instructions from the RTA;

(11) To the extent required by FTA, will record the Federal interest in the title of real property, and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project;

(12) To the extent applicable, will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications of any construction project supported with FTA assistance. As required by U.S. DOT regulations, "Seismic Safety," 49 CFR 41.117(d), before accepting delivery of any building financed with FTA assistance, it will obtain a certificate of compliance with the seismic design and construction requirements of 49 CFR part 41;

(13) To the extent applicable, will provide and maintain competent and adequate engineering supervision at the construction site of any project supported with FTA assistance to assure that the complete work conforms with the approved plans and specifications, and will furnish progress reports and such other information as may be required by FTA, IDOT, or RTA;

(14) To the extent applicable, will comply with any applicable environmental standards that may be prescribed to implement the following Federal laws and executive orders:

(a) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321 through 4335 and Executive Order No. 11514, as amended, 42 U.S.C. 4321 note;

(b) Notification of violating facilities pursuant to Executive Order No. 11738, 42 U.S.C. 7606 note;

(c) Protection of wetlands pursuant to Executive Order No. 11990, 42 U.S.C. 4321 note;

(d) Evaluation of flood hazards in floodplains in accordance with Executive Order No. 11988, 42 U.S.C. 4321 note;

(e) Assurance of project consistency with the approved state management program developed pursuant to the requirements of the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. 1451 through 1465;

(f) Conformity of Federal actions to State (Clean Air) Implementation Plans under section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 through 7671q;

(g) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f through 300j-6;

(h) Protection of endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 through 1544; and

(i) Environmental protections for Federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, state, or local significance or any land from a historic site of national, state, or local significance to be used in a transportation project as required by 49 U.S.C. 303(b) and 303(c);

(j) Protection of the components of the national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. 1271 through 1287; and

(k) Provision of assistance to FTA, IDOT and RTA in complying with section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470f; with the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. 469 through 469c; and with Executive Order No. 11593 (identification and protection of historic properties), 16 U.S.C. 470 note;

(15) To the extent applicable, will comply with the requirements of the Hatch Act, 5 U.S.C. 1501 through 1508, and 7324 through 7326, which limit the political activities of state and local agencies and their officers and employees whose primary employment activities are financed in whole or part with Federal funds including a Federal loan, grant agreement, cooperative agreement, or contract except, in accordance with 49 U.S.C. 5307(k)(2) and 23 U.S.C. 142(g), the Hatch Act does not apply to a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA assistance to whom that Act does not otherwise apply;

(16) To the extent applicable, will comply with the National Research Act, Pub. L. 93-348, July 12, 1974, as amended, 42 U.S.C. 289 et seq., and U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11, regarding the protection of human subjects involved in research, development, and related activities supported by Federal assistance;

(17) To the extent applicable, will comply with the Animal Welfare Act, as amended, 7 U.S.C. 2131 et seq., and U.S. Department of Agriculture regulations, "Animal Welfare," 9 CFR subchapter A, parts 1, 2, 3, and 4, regarding the care, handling, and treatment of warm

blooded animals held or used for research, teaching, or other activities supported by Federal assistance;

(18) Will have performed the financial and compliance audits as required by the Single Audit Act Amendments of 1996, 31 U.S.C. 7501 et seq., OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," Revised, and the most recent applicable OMB A-133 Compliance Supplement provisions for the U.S. DOT; and

(19) To the extent applicable, will comply with all applicable provisions of all other Federal laws or regulations, and follow Federal directives governing the Project, except to the extent that the FTA or RTA has expressly approved otherwise in writing.

II. LOBBYING CERTIFICATION

A Grantee that executes a grant agreement, cooperative agreement or contract where Federal assistance exceeds \$100,000 is required to provide the following certification.

A. As required by 31 U.S.C. 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the Grantee's authorized representative certifies to the best of his or her knowledge and belief that for each grant agreement, cooperative agreement or contract funded by Federal assistance exceeding \$100,000:

(1) No Federal appropriated funds have been or will be paid by or on behalf of the Grantee to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and

(2) If any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant agreement, cooperative agreement or contract, the Grantee assures that it will complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," Rev. 7-97; and

(3) The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, subagreements, and contracts under grants, loans (including lines of credit), cooperative agreements, loan guarantees and loan insurance).

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

III. PROCUREMENT COMPLIANCE

In accordance with 49 CFR 18.36(g)(3)(ii), each Grantee that is a state, local or Indian tribal government that is seeking Federal assistance to acquire property or services in support of its project is requested to provide the following certification. The RTA also requests other Grantees to provide the following certification. A Grantee that requests RTA assistance to acquire property or services in support of its project that fails to provide this certification may be determined ineligible for award of local or Federal assistance for the project, if the RTA determines that its procurement practices and procurement system are incapable of compliance with local, state and Federal laws, regulations and directives governing procurements financed with RTA or FTA assistance.

The Grantee certifies that its procurements and procurement system will comply with all applicable Federal laws and regulations in accordance with applicable Federal directives, except to the extent the RTA has expressly approved otherwise in writing.

IV. PROTECTIONS FOR PRIVATE TRANSPORTATION PROVIDERS

A Grantee that is a state, local or Indian Tribal government that is seeking Federal assistance authorized under 49 U.S.C. chapter 53 to acquire any property or an interest in the property of a private provider of public transportation or to operate public transportation equipment or facilities in competition with, or in addition to, transportation service provided by an existing private provider of public transportation is required to provide the following certification.

As required by 49 U.S.C. 5323(a)(1), the Grantee certifies that before it acquires the property or an interest in the property of a private provider of public transportation or operates public transportation equipment or facilities in competition with, or in addition to, transportation service provided by an existing public transportation company, it has or will have:

- A. Determined that the assistance is essential to carrying out a program of projects as required by 49 U.S.C. 5303, 5304, and 5306;
- B. Provided for the participation of private companies engaged in public transportation to the maximum extent feasible; and
- C. Paid just compensation under state or local law to the company for any franchise or property acquired.

V. PUBLIC HEARING

A Grantee seeking Federal assistance authorized under 49 U.S.C. chapter 53 for a capital project that will substantially affect a community or a community's public transportation service is required to provide the following certification.

As required by 49 U.S.C. 5323(b), for a proposed capital project that will substantially affect a community, or the public transportation service of a community, the Grantee certifies that it has, or before receiving the grant, it will have:

- A. Provided an adequate opportunity for public review and comment on the project;

- B. After providing notice, including a concise description of the proposed project, published in a newspaper of general circulation in the geographic area to be served, held a public hearing on the project if the project affects significant economic, social, or environmental interests;
- C. Considered the economic, social, and environmental effects of the proposed project; and
- D. Determined that the proposed project is consistent with official plans for developing the community.

VI. ACQUISITION OF ROLLING STOCK

A Grantee seeking Federal assistance authorized under 49 U.S.C. chapter 53 to acquire any rolling stock for use in revenue service is required to provide the following certification.

As required by 49 U.S.C. 5323(m) and implementing FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR part 663, at 49 CFR 663.7, the Grantee certifies that it will comply with the requirements of 49 CFR part 663 as modified by amendments authorized by section 3023(k) of SAFETEA-LU when procuring revenue service rolling stock. Among other things, the Grantee agrees to conduct or cause to be conducted the requisite pre-award and post-delivery reviews, and maintain on file the certifications required by 49 CFR part 663, subparts B, C, and D.

VII. ACQUISITION OF CAPITAL ASSETS BY LEASE

A Grantee that intends to use local, state or Federal assistance authorized under 49 U.S.C. chapter 53 to acquire capital assets by lease is required to provide the following certifications.

As required by FTA regulations, "Capital Leases," 49 CFR part 639, at 49 CFR 639.15(b)(1) and 49 CFR 639.21, if the Grantee acquires any capital asset by lease financed with local, state or Federal assistance authorized under 49 U.S.C. chapter 53, the Grantee certifies as follows:

- (1) It will not use local, state or Federal assistance (authorized by 49 U.S.C. chapter 53) to finance the cost of leasing any capital asset until it performs calculations demonstrating that leasing the capital asset would be more cost-effective than purchasing or constructing a similar asset; and it will complete these calculations before entering into the lease or before receiving a capital grant for the asset, whichever is later; and
- (2) It will not enter into a capital lease for which the RTA or the FTA can provide only incremental local, state or federal assistance unless it has adequate financial resources to meet its future obligations under the lease if local, state or Federal assistance is not available for capital projects in the subsequent years.

VIII. BUS TESTING

A Grantee that receives Federal assistance appropriated or made available for 49 U.S.C. chapter 53 to acquire any new bus model or any bus model with a new major change in configuration or components is required to provide the following certification.

As required by 49 U.S.C. 5318 and FTA regulations, "Bus Testing," at 49 CFR 665.7, the Grantee certifies that, before expending any Federal assistance to acquire the first bus of any new bus model or any bus model with a new major change in configuration or components, or before authorizing final acceptance of that bus (as described in 49 CFR part 665):

- A. The bus model will have been tested at the FTA's bus testing facility; and
- B. The Grantee will have received a copy of the test report prepared on the bus model.

IX. CHARTER SERVICE AGREEMENT

A Grantee receiving Federal assistance authorized under 49 U.S.C. chapter 53 (except as permitted by 49 CRR 604.2), or under 23 U.S.C. 133 or 142 to acquire or operate any public transportation equipment or facilities is required to enter into the following Charter Service Agreement.

A. As required by 49 U.S.C. 5323(d) and (g) and FTA regulations at 49 CFR part 604.4, the Grantee understands and agrees that it and each subrecipient, lessee, third party contractor, or other participant in the project at any tier may provide charter service for transportation projects that uses equipment or facilities acquired with federal assistance authorized under the Federal transit laws (except as permitted by 49 CRR 604.2), or under 23 U.S.C. 133 or 142 only in compliance with those laws and FTA regulations, "Charter Service", 49 CFR part 604, the terms and conditions of which are incorporated herein by reference.

- B. The Grantee understands and agrees that:
- (1) The requirements of FTA regulations, "Charter Service," 49 CFR part 604, will apply to any charter service that it or its subrecipients, lessees, third party contractors, or other participants in the project provide;
 - (2) The definitions of FTA regulations, "Charter Service," 49 CFR part 604 will apply to this Charter Service Agreement; and
 - (3) A pattern of violations of this Charter Service Agreement may require corrective measures and imposition of remedies, including barring the Grantee, subrecipient, lessee, third party contractor, or other participant in the project that has engaged in that pattern of violations from receiving FTA financial assistance, or withholding an amount of Federal assistance as set forth in FTA regulations, "Charter Service," 49 CFR part 604, Appendix D.

X. SCHOOL TRANSPORTATION AGREEMENT

A Grantee receiving federal assistance authorized under 49 U.S.C. chapter 53 or under 23 U.S.C. 133 or 142 to acquire or operate public transportation facilities and equipment is required to enter into the following School Transportation Agreement.

A. As required by 49 U.S.C. 5323(f) and (g) and FTA regulations at 49 CFR 605.14, the Grantee understands and agrees that it and each subrecipient, lessee, third party contractor, or other participant in the project at any tier may engage in school transportation operations in competition with private school transportation operators that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. 5323(f) or (g), the terms and conditions of which are incorporated herein by reference.

B. The Grantee understands and agrees that:

(1) The requirements of FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. 5323(f) or (g), will apply to any school transportation service it or its subrecipients, lessees, third party contractors, or other participants in the project provide,

(2) The definitions of FTA regulations, "School Bus Operations," 49 CFR part 605 will apply to this School Transportation Agreement; and

(3) If there is a violation of this School Transportation Agreement, FTA will bar the Grantee, subrecipient, lessee, third party contractor, or other participant in the project that has violated this School Transportation Agreement from receiving Federal transit assistance in an amount FTA considers appropriate.

XI. DEMAND RESPONSIVE SERVICE

A Grantee that operates demand responsive service and receives direct Federal assistance authorized for 49 U.S.C. chapter 53 to acquire non-rail public transportation vehicles is required to provide the following certification.

As required by U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," at 49 CFR 37.77(d), the Grantee certifies that its demand responsive service offered to individuals with disabilities, including individuals who use wheelchairs, is equivalent to the level and quality of service offered to individuals without disabilities. Viewed in its entirety, the Grantee's service for individuals with disabilities is provided in the most integrated setting feasible and is equivalent with respect to: (1) response time, (2) fares, (3) geographic service area, (4) hours and days of service, (5) restrictions on trip purpose, (6) availability of information and reservation capability, and (7) constraints on capacity or service availability.

XII. ALCOHOL MISUSE AND PROHIBITED DRUG USE

If the Grantee is required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 655, to provide the following certification concerning its activities to prevent alcohol misuse and prohibited drug use in its public transportation operations.

As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 655, subpart I, the Grantee certifies that it has established

and implemented an alcohol misuse and anti-drug program, and has complied with or will comply with all applicable requirements of FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655.

XIII. INTEREST AND OTHER FINANCING COSTS

A Grantee that intends to use Federal assistance for reimbursement of interest or other financing costs incurred for its capital projects financed with Federal assistance under the Urbanized Area Formula Program, the Capital Investment Program, or the Paul S. Sarbanes Transit in Parks Program is required to provide the following certification.

As required by 49 U.S.C. 5307(g)(3), 5309(g)(2)(B)(iii), 5309(g)(3)(B)(iii), 5309(i)(2)(C), and 5320(h)(2)(C), the Grantee certifies that it will not seek reimbursement for interest or other financing costs unless it is eligible to receive Federal assistance for those costs and its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.

XIV. INTELLIGENT TRANSPORTATION SYSTEMS

A Grantee that intends to use FTA assistance for an Intelligent Transportation Systems (ITS) project, defined as any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture," is requested to provide the following assurance.

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

A. As provided in SAFETEA-LU section 5307(c), 23 U.S.C. 512 note, apart from certain exceptions, "intelligent transportation system projects carried out using funds made available from the Highway Trust Fund, including funds made available under this subtitle to deploy intelligent transportation system technologies, [shall] conform to the national architecture, applicable standards or provisional standards, and protocols developed under [SAFETEA-LU, section 5307] subsection (a)." To facilitate compliance with SAFETEA-LU section 5307(c), 23 U.S.C. 512 note, the Grantee assures it will comply with all applicable provisions of Section V (Regional ITS Architecture) and Section VI (Project Implementation) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 FR 1455 et seq., January 8, 2001, and other FTA policies that may be issued in connection with any ITS project it undertakes financed with funds authorized under Title 49 or Title 23, United States Code, except to the extent that the RTA or FTA expressly determines otherwise in writing.

B. With respect to any ITS project financed with Federal assistance derived from a source other than Title 49 or Title 23, United States Code, the Grantee assures that it will use its best efforts to assure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

XV. URBANIZED AREA FORMULA PROGRAM

Each Grantee receiving Urbanized Area Formula Program assistance authorized under 49 U.S.C. 5307 is required to provide the following certifications on behalf of itself and any subrecipients participating in its projects. Unless the RTA or FTA determines otherwise in writing, the Grantee is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the Grantee is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the Grantee has made to the RTA. If, however a "Designated Recipient" as defined at 49 U.S.C. 5307(a)(2)(A) enters into a Supplemental Agreement with the FTA and a Prospective Grantee, that Prospective Grantee is recognized as the Grantee for Urbanized Area Formula Program assistance and must provide the following certifications and assurances.

Each Grantee is required by 49 U.S.C. 5307(d)(1)(J) to expend at least one (1) percent of its Urbanized Area Formula Program assistance for public transportation security projects, unless the Grantee has certified to RTA that such expenditures are not necessary. Information about the Grantee's intentions will be recorded in the "Security" tab page of the TEAM-Web "Project Information" window when the Grantee enters its Urbanized Area Formula Program application in TEAM-Web.

The RTA may not award Urbanized Area Formula Program assistance to any Grantee that is required by 49 U.S.C. 5307(d)(1)(K) to expend one (1) percent of its Urbanized Area Formula Program assistance for eligible transit enhancements unless that Grantee's quarterly report for the fourth quarter of the preceding Federal fiscal year has been submitted to the RTA.

As required by 49 U.S.C. 5307(d)(1), the Grantee certifies as follows:

(a) In compliance with 49 U.S.C. 5307(d)(1)(A), the Grantee has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including the safety and security aspects of that program;

(b) In compliance with 49 U.S.C. 5307(d)(1)(B), the Grantee has or will have satisfactory continuing control over the use of Project equipment and facilities;

(c) In compliance with 49 U.S.C. 5307(d)(1)(C), the Grantee will adequately maintain the Project equipment and facilities;

(d) In compliance with 49 U.S.C. 5307(d)(1)(D), the Grantee will assure that any elderly individual, any individual with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 et seq. or 42 U.S.C. 1395 et seq.), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized for 49 U.S.C. 5307, not more than fifty (50) percent of the peak hour fare;

(e) In compliance with 49 U.S.C. 5307(d)(1)(E), the Grantee, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5307: (1) will use competitive procurement (as defined or approved by FTA), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;

(f) In compliance with 49 U.S.C. 5307(d)(1)(F), the Grantee has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, the Grantee: (1) has made available, or will make available, to the public information on the amounts available for the Urbanized Area Formula Program, 49 U.S.C. 5307, and the program of projects it proposes to undertake; (2) has developed or will develop, in consultation with interested parties including private transportation providers, a proposed program of projects for activities to be financed; (3) has published or will publish a proposed program of projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed program and submit comments on the proposed program and the performance of the Grantee; (4) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed program of projects; (5) has assured or will assure that the proposed program of projects provides for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal government source; (6) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final program of projects; and (7) has made or will make the final program of projects available to the public;

(g) In compliance with 49 U.S.C. 5307(d)(1)(G), the Grantee has or will have available and will provide the amount of funds required by 49 U.S.C. 5307(e) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law;

(h) In compliance with 49 U.S.C. 5307(d)(1)(H), the Grantee will comply with: (1) 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);

(i) In compliance with 49 U.S.C. 5307(d)(1)(I), the Grantee has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation;

(j) In compliance with 49 U.S.C. 5307(d)(1)(J), each fiscal year, the Grantee will spend at least one (1) percent of its funds authorized by 49 U.S.C. § 5307 for public transportation security projects, unless the Grantee has certified to the RTA that such expenditures are not necessary. Public transportation security projects include increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking

lots, and garages), increased camera surveillance of an area in or adjacent to that system, emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation; and

(k) In compliance with 49 U.S.C. 5307(d)(1)(K), if the Grantee is a Designated Recipient serving an urbanized area with a population of at least 200,000, (1) the Grantee certifies either that it has expended or will expend for transit enhancements as defined at 49 U.S.C. 5302(a)(15) not less than one (1) percent of the amount of the Urbanized Area Formula Assistance it receives this Federal fiscal year, or that at least one Designated Recipient in its urbanized area has certified or will certify that the Designated Recipients within that urbanized area together have expended or will expend for transit enhancements as defined at 49 U.S.C. 5302(a)(15) not less than one (1) percent of the amount of the total amounts the Designated Recipients receive each fiscal year under 49 U.S.C. 5307, and (2) either the Grantee has listed or will list the transit enhancement projects it has carried out with those funds, or at least one Designated Recipient in the Grantee's urbanized area has listed or will list the transit enhancement projects carried out with funds authorized under 49 U.S.C. 5307. If the Designated Recipient's quarterly report for the fourth quarter of the preceding Federal fiscal year includes a list of transit enhancement projects the Designated Recipients in its urbanized area have implemented during that preceding Federal fiscal year using those funds, the information in that quarterly report will fulfill the requirements of 49 U.S.C. 5307(d)(1)(K)(ii), and thus that quarterly report will be incorporated by reference and made part of the Designated Recipient's and Grantee's certifications and assurances.

XVI. CLEAN FUELS GRANT PROGRAM

Each Grantee receiving Clean Fuels Grant Program assistance authorized under 49 U.S.C. 5308 is required to provide the following certifications on behalf of itself and its subrecipients. Unless the RTA determines otherwise in writing, the Grantee is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the Grantee is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the Grantee has made to the RTA.

As required by 49 U.S.C. 5308(d)(1), which makes the requirements of 49 U.S.C. 5307 applicable to Clean Fuels Grant Program assistance, and 49 U.S.C. 5307(d)(1), the designated recipient or the recipient serving as the Grantee on behalf of the designated recipient, or the state or state organization serving as the Grantee on behalf of the state, certifies as follows:

- A. In compliance with 49 U.S.C. 5307(d)(1)(A), the Grantee has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including the safety and security aspects of that program;
- B. In compliance with 49 U.S.C. 5307(d)(1)(B), the Grantee has or will have satisfactory continuing control over the use of project equipment and facilities;

- C. In compliance with 49 U.S.C. 5307(d)(1)(C), the Grantee will adequately maintain the project equipment and facilities;
- D. In compliance with 49 U.S.C. 5307(d)(1)(D), the Grantee will assure that any elderly individual, any individual with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized under 49 U.S.C. 5308, not more than fifty (50) percent of the peak hour fare;
- E. In compliance with 49 U.S.C. 5307(d)(1)(E), the Grantee, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5308: (1) will use competitive procurement (as defined or approved by the Secretary), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
- F. In compliance with 49 U.S.C. 5307(d)(1)(F), the Grantee has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, the Grantee: (1) has made available, or will make available, to the public information on the amounts available for the Clean Fuels Grant Program, 49 U.S.C. 5308, and the projects it proposes to undertake; (2) has developed or will develop, in consultation with interested parties including private transportation providers, the proposed projects to be financed; (3) has published or will publish a list of the proposed projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed projects and submit comments on the proposed projects and the performance of the Grantee; (4) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects; (5) has ensured or will ensure that the proposed projects provide for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal Government source; (6) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects; and (7) has made or will make the final list of projects available to the public;
- G. In compliance with 49 U.S.C. 5307(d)(1)(G), the Grantee has or will have available and will provide the amount of funds required by 49 U.S.C. 5308(d)(2) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law;
- H. In compliance with 49 U.S.C. 5307(d)(1)(H), the Grantee will comply with: 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and

individuals with disabilities); and 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);

- I. In compliance with 49 U.S.C. 5307(d)(1)(I), the Grantee has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation; and
- J. The Grantee certifies that it will operate vehicles purchased with Federal assistance provided under the Clean Fuels Grant Program, 49 U.S.C. 5308 only with clean fuels.

XVII. ELDERLY INDIVIDUALS AND INDIVIDUALS WITH DISABILITIES FORMULA PROGRAM AND PILOT PROGRAM

This Category does not apply to this Agreement

XVIII. NONURBANIZED AREA FORMULA PROGRAM FOR STATES

This Category does not apply to this Agreement

XIX. JOB ACCESS AND REVERSE COMMUTE FORMULA GRANT PROGRAM

Each Grantee receiving Job Access and Reverse Commute (JARC) Formula Grant Program assistance authorized under 49 U.S.C. 5316 is required to provide the following certifications on behalf of itself and any subrecipient that may be implementing its project. Unless FTA determines otherwise in writing, the Grantee itself is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the Grantee is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the Grantee has made to the RTA.

As required by 49 U.S.C. 5316(f)(1), which makes the requirements of 49 U.S.C. 5307 applicable to Job Access and Reverse Commute (JARC) formula grants, and 49 U.S.C. 5307(d)(1), the Grantee for JARC Formula Program assistance authorized under 49 U.S.C. 5316, certifies on behalf of itself and its subrecipients, if any, as follows:

- (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Grantee has or will have the legal, financial, and technical capacity to carry out its proposed program of project(s), including the safety and security aspects of that program;
- (2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Grantee has or will have satisfactory continuing control over the use of project equipment and facilities;

- (3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Grantee will adequately maintain the project equipment and facilities;
- (4) In compliance with 49 U.S.C. 5307(d)(1)(D), the Grantee will assure that any elderly individual, any individual with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized under 49 U.S.C. 5316 not more than fifty (50) percent of the peak hour fare;
- (5) In compliance with 49 U.S.C. 5307(d)(1)(E), the Grantee, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5316: (1) will use competitive procurement (as defined or approved by FTA), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
- (6) In compliance with 49 U.S.C. 5307(d)(1)(G), the Grantee has or will have available and will provide the amount of funds required by 49 U.S.C. 5316(h) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law;
- (7) In compliance with 49 U.S.C. 5307(d)(1)(H), the Grantee will comply with: (1) 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements); and
- (8) In compliance with 49 U.S.C. 5307(d)(1)(I), the Grantee has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation;

XX. NEW FREEDOM PROGRAM

Each Grantee that receives New Freedom Program assistance authorized under 49 U.S.C. 5317 must provide the following certifications on behalf of itself and any subrecipient that may be implementing its project. Unless FTA determines otherwise in writing, the Grantee itself is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the Grantee is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure

the validity of all certifications and assurances the Grantee has made to the RTA.

As required by 49 U.S.C. 5317(e)(1), which makes the requirements of 49 U.S.C. 5310 applicable to New Freedom grants to the extent the Federal Transit Administrator or his or her designee determines appropriate, by 49 U.S.C. 5310(d)(1), which makes the requirements of 49 U.S.C. 5307 applicable to Elderly Individuals and Individuals with Disabilities Formula grants to the extent the Federal Transit Administrator or his or her designee determines appropriate, and by 49 U.S.C. 5307(d)(1), the Grantee for New Freedom Program assistance authorized under 49 U.S.C. 5317 certifies and assures on behalf of itself and its subrecipients, if any, as follows:

- (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Grantee has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including the safety and security aspects of that program;
- (2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Grantee has or will have satisfactory continuing control over the use of project equipment and facilities;
- (3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Grantee will adequately maintain the project equipment and facilities;
- (4) In compliance with 49 U.S.C. 5307(d)(1)(E), the Grantee, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5317: (1) will use competitive procurement (as defined or approved by FTA), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
- (5) In compliance with 49 U.S.C. 5307(d)(1)(G), the Grantee has or will have available and will provide the amount of funds required by 49 U.S.C. 5317(g), and if applicable by section 3012b(3) and (4), for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law; and
- (6) In compliance with 49 U.S.C. 5307(d)(1)(H), the Grantee will comply with: (1) 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements).

XXI. PAUL S. SARBANES TRANSIT IN PARKS PROGRAM

This Category does not apply to this Agreement

XXII. TRIBAL TRANSIT PROGRAM

Each Grantee receiving Tribal Transit Program assistance must provide all certifications and assurances set forth below. In accordance with 49 U.S.C. 5311(c)(1) that authorizes the Secretary of Transportation to establish terms and conditions for direct grants to Indian tribal governments, the Grantee certifies and assures as follows:

A. The Grantee assures that:

- (1) It has or will have the necessary legal, financial, and managerial capability to apply for, receive, and disburse Federal assistance authorized for 49 U.S.C. 5311; and to carry out each project, including the safety and security aspects of that project;
- (2) It has or will have satisfactory continuing control over the use of project equipment and facilities;
- (3) The project equipment and facilities will be adequately maintained; and
- (4) Its project will achieve maximum feasible coordination with transportation service assisted by other Federal sources.

B. In accordance with 49 CFR 18.36(g)(3)(ii), the Grantee certifies that its procurement system will comply with the requirements of 49 CFR 18.36, or will inform the RTA promptly that its procurement system does not comply with 49 CFR 18.36.

C. To the extent applicable to the Grantee or its Project, the Grantee certifies that it will comply with the certifications, assurances, and agreements in Category VIII (Bus Testing), Category IX (Charter Bus Agreement), Category X (School Transportation Agreement), Category XI (Demand Responsive Service), Category XII (Alcohol Misuse and Prohibited Drug Use), and Category XIV (National Intelligent Transportation Systems Architecture and Standards) of this document.

D. If its grant exceeds \$100,000, the Grantee agrees to comply with the certification in Category II (Lobbying) of this document.

XXIII. TIFIA PROJECTS

Each Grantee that receives Transportation Infrastructure Finance and Innovation Act (TIFIA) credit assistance authorized under 23 U.S.C. chapter 6, is required to provide the following certifications.

- A. As required by 49 U.S.C. 5323(o), which makes the requirements of 49 U.S.C. 5307 applicable to Grantees seeking TIFIA credit assistance authorized under 23 U.S.C.

chapter 6, and by 49 U.S.C. 5307(d)(1), the Grantee certifies as follows:

- (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Grantee has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including the safety and security aspects of that program;
- (2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Grantee has or will have satisfactory continuing control over the use of project equipment and facilities;
- (3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Grantee will adequately maintain the project equipment and facilities;
- (4) In compliance with 49 U.S.C. 5307(d)(1)(D), the Grantee will assure that any elderly individual, any individual with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized under 23 U.S.C. chapter 6 not more than fifty (50) percent of the peak hour fare;
- (5) In compliance with 49 U.S.C. 5307(d)(1)(E), the Grantee, in carrying out a procurement financed with Federal assistance authorized under 23 U.S.C. chapter 6: (1) will use competitive procurement (as defined or approved by FTA), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
- (6) In compliance with 49 U.S.C. 5307(d)(1)(F), the Grantee has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, it: (1) has made available, or will make available, to the public information on the amounts available for Infrastructure Finance assistance, 23 U.S.C. chapter 6, and the projects it proposes to undertake; (2) has developed or will develop, in consultation with interested parties including private transportation providers, the proposed projects to be financed; (3) has published or will publish a list of projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed projects and submit comments on the proposed projects and the performance of the Grantee; (4) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects; (5) has assured or will assure that the proposed projects provide for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal government source; (6) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects; and (7) has made or will make the final list of projects available to the public;
- (7) In compliance with 49 U.S.C. 5307(d)(1)(G), the Grantee has or will have available and will provide the amount of funds required for the local share, and that those funds will

be provided from approved non-Federal sources except as permitted by Federal law;

- (8) In compliance with 49 U.S.C. 5307(d)(1)(H), the Grantee will comply with: (1) 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);
 - (9) In compliance with 49 U.S.C. 5307(d)(1)(I), the Grantee has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation;
 - (10) To the extent that the Grantee will be using funds authorized under 49 U.S.C. 5307 for the project, in compliance with 49 U.S.C. 5307(d)(1)(J), each Federal fiscal year, the Grantee will spend at least one (1) percent of those funds authorized under 49 U.S.C. 5307 for public transportation security projects (this includes only capital projects in the case of a Grantee serving an urbanized area with a population of 200,000 or more), unless the Grantee has certified to FTA that such expenditures are not necessary. Public transportation security projects include increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation; and
 - (11) To the extent that the Grantee will be using funds authorized under 49 U.S.C. 5307 for the project, in compliance with 49 U.S.C. 5309(d)(1)(K): (1) an Grantee that serves an urbanized area with a population of at least 200,000 will expend not less than one (1) percent of the amount it receives each Federal fiscal year under 49 U.S.C. 5307 for transit enhancements, as defined at 49 U.S.C. 5302(a), and (2) if it has received transit enhancement funds authorized by 49 U.S.C. 5307(k)(1), its quarterly report for the fourth quarter of the preceding Federal fiscal year includes a list of the projects it has implemented during that Federal fiscal year using those funds, and that report is incorporated by reference and made part of its certifications and assurances.
- B. As required by 49 U.S.C. 5323(o), which makes the requirements of 49 U.S.C. 5309 applicable to Grantees seeking TIFIA credit assistance authorized under 23 U.S.C. chapter 6, and by 49 U.S.C. 5309(g)(2)(B)(iii), 5309(g)(3)(B)(iii), and 5309(i)(2)(C), the Grantee certifies that it will not seek reimbursement for interest and other financing costs incurred in connection with the Project unless it is eligible to receive Federal assistance for those expenses and its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent the RTA or the FTA may require.

XXIV. DEPOSITS OF FEDERAL FINANCIAL ASSISTANCE TO STATE INFRASTRUCTURE BANKS

This Category does not apply to this Agreement

XXV. ADDITIONAL FTA CERTIFICATIONS AND ASSURANCES

Section 25-1 Definitions

As used in Sections XXV of these certifications and assurances:

- A. "Agreement" means the agreement between the RTA and Grantee to which these certifications and assurances are appended as an exhibit.
- B. "Government" means the government of the United States of America, the State of Illinois and the RTA.
- C. "Project" means the studies, demonstrations, and/or development projects described in the Grantee's approved application, for which grant funds are intended to be provided pursuant to this Agreement.
- D. "Project Cost" means costs, eligible for reimbursement or payment under the Agreement, incurred by the Grantee and/or its contractor(s) in performing the Project.

Section 25-2. Project Implementation

A. Grantee's Responsibility to Extend Federal Requirements to Other Entities.

(1) Entities Affected. Only the entities that are signatories to the Agreement are parties to the Agreement. To achieve compliance with certain Federal laws, regulations, or directives, however, other Project participants, such as subrecipients and third party contractors, will necessarily be affected. Accordingly, the Grantee agrees to take appropriate measures necessary to ensure all Project participants comply with applicable Federal requirements affecting their performance.

(2) Documents Affected. The applicability provisions of Federal statutes, regulations, and directives establishing each Federal requirement determine the extent to which that requirement affects a Project participant. Accordingly, the Grantee agrees to include adequate provisions to ensure that each Project participant complies with those Federal requirements. In addition, the Grantee also agrees to require its third party contractors and subrecipients to include adequate provisions to ensure compliance with applicable Federal requirements in each lower tier subcontract and subagreement financed in whole or in part with financial assistance provided by the FTA, through the RTA, under the Agreement. Additional requirements include the following:

(a) Third Party Contracts. Because Project activities performed by a third party contractor must comply with Federal requirements, the Grantee agrees to include appropriate

clauses in each third party contract stating the third party contractor's responsibilities under Federal law, regulation, or directive, including any necessary provisions requiring the third party contractor to extend applicable requirements to its subcontractors to the lowest tier necessary. When the third party contract requires the third party contractor to undertake responsibilities for the Project usually performed by the Grantee, the requirements applicable to the Grantee imposed by the Master Agreement and the Agreement for the Project must be included in that third party contract and extended throughout each tier to the extent appropriate. Additional guidance pertaining to third party contracting is contained in the FTA's "Best Practices Procurement Manual." FTA cautions, however, that its "Best Practices Procurement Manual" focuses mainly on third party procurement processes and may omit certain other Federal requirements applicable to the work to be performed.

(b) Subagreements. Because Project activities performed by a subrecipient must be carried out in accordance with Federal requirements, the Grantee agrees to include appropriate clauses in each subagreement stating the subrecipient's responsibilities under Federal law, regulation, or directive, including any necessary provisions requiring the subrecipient to impose applicable Federal requirements on other Project participants to the lowest tier necessary. When the subagreement requires the subrecipient to undertake primary responsibilities for the Project usually performed by the Grantee, the requirements applicable to the Grantee imposed by the Agreement for the Project must be included in that subagreement and extended throughout each tier to the extent appropriate.

B. No Government Obligations to Third Parties. The Grantee agrees that, absent the Government's express written consent, the Government shall not be subject to any obligations or liabilities to any subrecipient, third party contractor, or other person not a party to the Agreement in connection with the performance of the Project. Notwithstanding that the Government may have concurred in or approved any solicitation, subagreement, or third party contract, the Government has no obligations or liabilities to any party, including any subrecipient or third party contractor.

Section 25-3. Ethics

A. Code of Ethics. The Grantee agrees to maintain a written code or standards of conduct that shall govern the performance of its officers, employees, board members, or agents engaged in the award or administration of third party contracts or subagreements supported by Federal assistance. The code or standards of conduct must provide that the Grantee's officers, employees, board members, or agents may not solicit or accept gratuities, favors, or anything of monetary value from any present or potential third party contractor or subrecipient or agent. The Grantee may set minimum rules for insubstantial financial interests or gifts of unsolicited items of nominal intrinsic value. The code or standards of conduct must prohibit the Grantee's officers, employees, board members, or agents from using their positions in a manner that creates a real or apparent personal or organizational conflict of interest or personal gain. The code or standards of conduct must include penalties, sanctions, or other disciplinary actions for violations by the Grantee's officers, employees, board members, or agents, or by the Grantee's third party contractors or subrecipients or their agents as permitted by State or local law or regulations.

(1) Personal Conflicts of Interest. The Grantee's code or standards of conduct shall prohibit the Grantee's employees, officers, board members, or agents from participating in the selection, award, or administration of any third party contract or subagreement supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family; partner; or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in the firm selected for award.

(2) Organizational Conflicts of Interest. The Grantee's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subagreement may, without some restrictions on future activities, result in an unfair competitive advantage to the third party contractor or subrecipient or impair its objectivity in performing the contract work.

B. Debarment and Suspension. The Grantee agrees to comply, and assures the compliance of each third party contractor and subrecipient at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Governmentwide Debarment and Suspension (Nonprocurement)," within 49 C.F.R. Part 29.

Section 25-4. Accounting Records

A. Project Accounts. The Grantee agrees to establish and maintain for the Project either a separate set of accounts, or separate accounts within the framework of an established accounting system, that can be identified with the Project, consistent with applicable Federal regulations and other requirements that the RTA or the FTA may impose. The Grantee agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents related in whole or in part to the Project shall be clearly identified, readily accessible and available to the RTA or the FTA upon its request, and, to the extent feasible, kept separate from documents not related to the Project.

B. Funds Received or Made Available for the Project. The Grantee agrees to deposit in a financial institution all advance Project payments it receives from the RTA or the Federal Government and record in the Project account all amounts provided by the RTA or by the Federal Government in support of the Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project (Project funds) consistent with applicable Federal regulations and other requirements the RTA or the FTA may impose. Use of financial institutions owned at least 50 percent by minority group members is encouraged.

C. Documentation of Project Costs and Program Income. The Grantee agrees to support all costs charged to the Project, including any approved services contributed by the Grantee or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The Grantee also agrees to maintain accurate records of all program income derived from Project implementation, except certain income determined by FTA to be exempt from the general Federal program income requirements.

Section 25-5. Record Retention and Access

A. Record Retention. The Grantee agrees to maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting materials relating to the Project as the Government may require during the course of the Project and for three years thereafter.

B. Access to Records of Grantees and Subrecipients. Upon request, the Grantee agrees to permit, and require its subrecipients to permit, the U.S. Secretary of Transportation, the Comptroller General of the United States, and, to the extent appropriate, the State, the RTA, or their authorized representatives, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Grantee and its subrecipients pertaining to the Project.

Section 25-6. Civil Rights

A. Equal Employment Opportunity. The Grantee agrees to comply, and assures the compliance of each third party contractor and each subrecipient at any tier of the Project, with all equal employment opportunity (EEO) requirements of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and 49 U.S.C. § 5332 and any implementing requirements FTA may issue. Those EEO requirements include, but are not limited to, the following:

(1) General Requirements. The Grantee agrees as follows:

(a) The Grantee agrees that it will not discriminate against any employee or Grantee for employment because of race, color, creed, sex, disability, age, or national origin. The Grantee agrees to take affirmative action to ensure that Grantees are employed and that employees are treated during employment without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, 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. The Grantee also agrees to comply with any implementing requirements FTA may issue.

(b) If the Grantee is required to submit and obtain Federal Government approval of its EEO program, that EEO program approved by the Federal Government is incorporated by reference and made part of the Agreement. Failure by the Grantee to carry out the terms of that EEO program shall be treated as a violation of the Agreement. Upon notification to the Grantee of its failure to carry out the approved EEO program, the RTA or the Federal Government may impose such remedies as it considers appropriate, including termination of Federal financial assistance in accordance with the Agreement, or other measures that may affect the Grantee's eligibility to obtain future Federal financial assistance for transportation Projects.

B. Disadvantaged Business Enterprise. To the extent required by Federal law, regulation, or directive, the Grantee agrees to take the following measures to facilitate participation by disadvantaged business enterprises (DBE) in the Project:

(1) The Grantee agrees and assures that it will comply with TEA-21 § 1101(b), 23 U.S.C. §

101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26.

(2) The Grantee agrees and assures that it shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from U.S. DOT or in the administration of its DBE program and will comply with the requirements of 49 C.F.R. Part 26. The Grantee agrees to take all necessary and reasonable steps set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from U.S. DOT. As required by 49 C.F.R. Part 26 and approved by U.S. DOT, the Grantee's DBE program is incorporated by reference and made part of the Agreement. The Grantee agrees that implementation of this DBE program is a legal obligation, and that failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification by U.S. DOT to the Grantee of its failure to implement its approved DBE program, U.S. DOT may impose sanctions as provided for under 49 C.F.R. 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.*

C. Access Requirements for Persons with Disabilities. The Grantee agrees to comply with all applicable requirements of the following regulations and any subsequent amendments thereto:

(1) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

(2) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

(3) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

(4) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;

(5) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;

(6) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and

(7) Any implementing requirements FTA may issue.

D. Access to Services for Persons with Limited English Proficiency. The Grantee agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited

English Proficient (LEP) Beneficiaries," 66 Fed. Reg. 6733 *et seq.*, January 22, 2001.

E. Environmental Justice. The Grantee agrees to 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.

F. Other Nondiscrimination Statutes. The Grantee agrees to comply with all applicable requirements of any other Federal laws and regulations prohibiting discrimination that may apply to the Project.

Section 25-7. Procurement

A. Clean Air and Clean Water. The Grantee agrees to include in each third party contract, subgrant, and subagreement exceeding \$100,000 adequate provisions to ensure that Project participants report the use of facilities placed or likely to be placed on U.S. Environmental Protection Agency (U.S. EPA) "List of Violating Facilities," that it will not use violating facilities, report violations to FTA and the Regional U.S. EPA Office, and that it will comply with the inspection and other applicable requirements of:

(1) Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7414, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401, 7671q; and

(2) Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and any other applicable requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251-1377.

B. Access to Third Party Contract Records. The Grantee agrees to require its third party contractors and third party subcontractors, at as many tiers of the Project as required, to provide to the RTA, the U.S. Secretary of Transportation and the Comptroller General of the United States or their duly authorized representatives, access to all third party records as requested to conduct audits and inspections related to any third party contract that has not been awarded on the basis of competitive bidding for a capital or improvement Project, as required by 49 U.S.C. § 5325(a). The Grantee further agrees to require its third party contractors and third party subcontractors, at as many tiers of the Project as required, to provide sufficient access to third party procurement records as needed for compliance with Federal regulations or to assure proper Project management as determined by the FTA or the RTA.

C. Electronic and Information Technology. When using Federal financial assistance to procure reports or information to be delivered to the Grantee for distribution to FTA, among others, the Grantee agrees to include in its specifications a requirement that the reports or information will be prepared using electronic or information technology capable of assuring that, when provided to the RTA or the FTA, the reports or information will meet the applicable accessibility standards of section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794d, and U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194, and any amendments thereto.

Section 25-8. Patent Rights

A. General. If any invention, improvement, or discovery by the Grantee or any of its third party contractors or subrecipients at any tier of the Project is conceived or first actually reduced to practice in the course of or under the 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 RTA immediately and provide a detailed report in a format satisfactory to the RTA.

B. Federal Rights. The Grantee agrees that its rights and responsibilities, and those of each third party contractor and each subrecipient at any tier of the Project, pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, including any waiver thereof. Absent a determination in writing to the contrary by the Federal Government, the Grantee agrees to transmit to FTA those rights due the Federal Government in any invention, improvement, or discovery resulting from that third party contract or subcontract as specified in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401 (implementing 35 U.S.C. §§ 200 *et seq.*), irrespective of the status of the Grantee, subrecipient, or third party contractor at any tier of the Project (*i.e.*, a large business, small business, State government or State instrumentality, local government, nonprofit organization, institution of higher education, individual, *etc.*)

Section 25-9. Rights in Data and Copyrights.

A. Definition. The term "subject data," as used in this Section 25-9 means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Agreement. Examples include, but are not limited to: computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information. "Subject data" does not include financial reports, cost analyses, or similar information used for Project administration.

B. Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Agreement:

(1) 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 Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.

(2) The restriction on publication of Subsection 25-9.b(1) of these Certifications and Assurances, however, does not apply to an agreement with an institution of higher learning.

C. Federal Rights in Data and Copyrights. The Grantee agrees to provide to the Federal Government a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes the subject data described in Subsections 25-9.C(1) and 25-9.C(2) of these Certifications & Assurances. As used herein, "for Federal Government purposes," means use only for the direct purposes of the Federal

Government. Without the copyright owner's consent, the Federal Government may not provide or otherwise extend to other parties the Federal Government's license to:

(1) Any subject data developed under the Agreement, or under a third party contract or subagreement financed by the Agreement, whether or not a copyright has been obtained; and

(2) Any rights of copyright to which a Grantee, subrecipient, or a third party contractor purchases ownership with Federal assistance.

D. Special Federal Rights in Data for Research, Development, Demonstration, and Special Studies (Planning) Projects. In general, FTA's purpose in providing financial assistance for a special studies (planning), research, development, or demonstration Project is to increase transportation knowledge, rather than limit the benefits of the Project to participants in the Project. Therefore, unless FTA determines otherwise, the Grantee of financial assistance to support a research, development, demonstration, or a special studies (planning) Project agrees that, in addition to the rights in data and copyrights of Subsection 25-9.c of these Certifications & Assurances, FTA may make available to any FTA recipient, subrecipient, third party contractor, or third party subcontractor, either FTA's license in the copyright to the subject data or a copy of the subject data. If the Project is not completed for any reason whatsoever, all data developed under the Project shall become subject data as defined in Subsection 25-9.a of these Certifications & Assurances and shall be delivered as the Federal Government may direct. This Subsection 25.9.d of these Certifications & Assurances, however, does not apply to adaptations of automatic data processing equipment or programs for the Grantee's use when the costs thereof are financed with Federal funds for capital Projects.

E. Hold Harmless. Except as prohibited or otherwise limited by State law, upon request by the Federal Government, the Grantee agrees to indemnify, save, and hold harmless the Federal Government and its 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 the Project. The Grantee shall not be required to indemnify the Federal Government for any such liability caused by the wrongful acts of Federal employees or agents.

F. Restrictions on Access to Patent Rights. Nothing in this Section 25-7 pertaining to rights in data shall imply a license to the Federal Government under any patent or be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent.

G. Data Developed Without Federal Funding or Support. In connection with the Project, the Grantee may find it necessary to provide data developed without any Federal funding or support to the Federal Government. The requirements of Subsections 25-7.B, 25-7.C and 25-7.D of these certifications and assurances do not apply to data developed without Federal funding or support, even though that data may have been used in connection with the Project. Nevertheless, the Grantee understands and agrees that the Federal Government will not be able to protect data from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential."

H. Statutory Requirements to Release Data. To the extent required by U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," at 49 C.F.R. § 19.36(d), or by subsequent Federal laws or regulations, the Grantee understands and agrees that the data and information it submits to the Federal Government may be required to be released in accordance with the provisions of the Freedom of Information Act (or another Federal statute providing access to such records).

Section 25-10. Employee Protection

A. Activities Not Involving Construction. The Grantee agrees to comply, and assures the compliance of each third party contractor and each subrecipient at any tier of the Project, with the employee protection requirements for nonconstruction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 *et seq.*, in particular the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and with U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

Section 25-11. Environmental Requirements

The Grantee recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Project. Some, but not all, of the major Federal laws that may affect the Project include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321-4335; the Clean Air Act, as amended, 42 U.S.C. §§ 7401-7671q and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, 33 U.S.C. §§ 1251-1377; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901- 6992k; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601-9675. The Grantee also recognizes that U.S. EPA, FHWA and other Federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect the Project. Thus, the Grantee agrees to comply, and assures the compliance of each subrecipient and each third party contractor, with any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are environmental requirements of particular concern to FTA and the Grantee. The Grantee agrees that those laws and regulations may not constitute the Grantee's entire obligation to meet all Federal environmental and resource conservation requirements.

A. Environmental Protection. The Grantee agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321-4335; Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements at 49 U.S.C. § 5324(b); U.S. Council on Environmental Quality regulations imposing requirements for compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500-1508; joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

B. Air Quality. The Grantee agrees to comply with all applicable regulations, standards, orders, and requirements implementing the Clean Air Act, as amended, 42 U.S.C. §§ 7401-7671q. In addition:

(1) The Grantee agrees to comply with the applicable requirements of the 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 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. 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 as a Transportation Control Measure will be wholly consistent with the design concept and scope of the Project described in the State Implementation Plan.

(2) U.S. EPA also imposes requirements implementing the Clean Air Act, as amended, that may apply to transit operators, particularly operators of large transit bus fleets. Accordingly, 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 C.F.R. Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 C.F.R. Part 86; and "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600.

(3) The Grantee agrees to comply with the notification of violating facility requirements 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. Clean Water. The Grantee agrees to comply with all applicable regulations, standards, or orders issued pursuant to the Clean Water Act, as amended, 33 U.S.C. §§ 1251-1377. In addition:

(1) The Grantee agrees to protect underground sources of drinking water as required by the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f-300j-6.

(2) The Grantee agrees to comply with the notification of violating facility requirements 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.

D. Historic Preservation. The Grantee agrees to encourage and compliance with the Federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 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-469c, as follows:

(1) In accordance with U.S. Advisory Council on Historic Preservation regulations, "Protection of Historic and Cultural Properties," 36 C.F.R. Part 800, the Grantee agrees to consult with the State Historic Preservation Officer concerning investigations to identify properties and resources included in or eligible for inclusion in the National Register of Historic Places that may be affected by the Project, and agrees to notify the RTA or the FTA of those properties that are affected.

(2) The Grantee agrees to comply with all Federal requirements to avoid or mitigate adverse effects on those historic properties.

E. Mitigation of Adverse Environmental Effects. Should the proposed Project cause or result in adverse environmental effects, the Grantee agrees to take all reasonable measures to minimize the impact of those adverse effects, as required by 49 U.S.C. § 5324(b), and other applicable Federal laws and regulations, including joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622. The Grantee agrees to comply with all environmental mitigation measures identified as commitments in applicable environmental documents, such as environmental assessments, environmental impact statements, memoranda of agreement, and other documents required by 49 U.S.C. § 303, and with any conditions imposed by the Federal Government in a finding of no significant impact or record of decision. The Grantee agrees that those mitigation measures are incorporated by reference and made part of the Agreement. The Grantee also agrees that any deferred mitigation measures will be incorporated by reference and made part of the Agreement as soon as an agreement with the Federal Government is reached. The Grantee understands and agrees that those mitigation measures that have been agreed upon may not be modified or withdrawn without the express written approval of the Federal Government.

Section 25-12. Substance Abuse.

The Grantee agrees to comply with the following Federal substance abuse regulations:

a. Drug-Free Workplace. U.S.DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance), 49 C.F.R. Part 32, implementing the Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 701 *et seq.*

b. Alcohol Misuse and Prohibited Drug Use. FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, to the extent applicable.

Section 25-13. Seat Belt Use

In accordance with Executive Order No. 13043, "Increasing Seat Belt Use in the United States," 23 U.S.C. § 402 note, the Grantee is encouraged to adopt on-the-job seat belt use policies and programs for its employees that operate company-owned, rented, or personally-operated vehicles and include this provision in third party contracts and subcontracts, and subagreements financed with Federal assistance awarded for the Project.

Section 25-14. Special Provision for Urbanized Area Formula Projects.

A. Reporting Requirements. For each fiscal year, the Grantee agrees to conform, and assures that any transit operator to which the Grantee provides funds authorized by 49 U.S.C. 5307 will conform, to the reporting system and the uniform system of accounts and records required by 49 U.S.C. § 5335(a) for FTA's national transit database and FTA regulations, "Uniform System of Accounts and Records and Reporting System," 49 C.F.R. Part 630.

XXVI. IDOT CERTIFICATIONS AND ASSURANCES

Section 26-1. Procurement

- A. Contracts – The RTA reserves the right to approve all contracts for goods, property, and services that exceed \$10,000 before the Grantee executes or obligates itself to these contracts. Any of these contracts or their subcontracts shall contain and comply with all of the contract clauses pursuant to FTA Circular 4220.1E and 49 CFR Parts 18.36, 19.40-19.48. The Grantee shall follow state and federal law and procedures (and local policies not inconsistent with them) when awarding and administering contracts. The Grantee agrees to give each contract full opportunity for free, open, and competitive procurement as state law requires.
- B. Exclusionary or Discriminatory Specifications - Apart from inconsistent requirements that federal and state law impose, the Grantee and its contractors will agree that it will not use federal or state funds to support procurement utilizing exclusionary or discriminatory specifications and will comply with 49 U.S.C. Section 5323(h)(2).
- C. Buy America - Each third-party contract (valued at more than \$100,000 for Construction and Acquisition of Goods or Rolling Stock), which uses FTA assistance must conform with 49 U.S.C. Section 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR Part 661. The Grantee will include the applicable Buy America Certifications and will incorporate its provisions as a part of every relevant third-party contract.
- D. Geographic Restrictions - The Grantee and its contractors agree to refrain from using state or local geographic preferences, except for those which federal statutes expressly mandate or encourage and those that the RTA, IDOT and the FTA permit.
- E. Third-Party Disputes or Breaches - The Grantee agrees to pursue all legal rights available to it when enforcing or defending any third-party contract. The RTA, IDOT and the FTA reserve the right to concur in any compromise or settlement of any third-party contract claim involving the Grantee. The Grantee will notify the RTA, IDOT and the FTA of any current or prospective major dispute concerning any third-party contract. If the Grantee seeks to name the Government as a litigant, the Grantee agrees to inform the RTA, IDOT and the FTA beforehand. The Government retains a right to a proportionate share of any proceeds derived from any third-party recovery. Unless the Government permits otherwise, the Grantee will credit the Project Account with any recovered liquidated damages. Nothing in here shall waive or intend to waive IDOT or the FTA's immunity to suit.

Section 26-2. Ethics

Bribery - Non-governmental 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. They also certify that they have not admitted guilt of such conduct

which is a matter of record, nor do they have an official, agent, or employee who has committed bribery or attempted bribery on the firm's behalf under the direction or authorization of one of the Grantee's responsible officials. They also certify that they have not been barred from contracting with a State or local governmental unit as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code.

Section 26-3. 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), demands, suits, and claims and shall defend any suit or action, brought at law or in equity, based on any alleged injury (including death) or damage arising from actions or inactions of the Grantee and the Grantee's employees, officers, agents, and contractors (and their subcontractors), and shall pay all damages, judgments, costs, fees and expenses, including attorney's fees, incurred by the Government and its officials, employees, and agents concerning this Project.

The Grantee agrees that it will maintain or cause to be maintained for the Project's duration, these self-insurance or insurance policies to protect the Grantee from any property damage or bodily injury claims, including death, which may arise from or regard the operations, actions, and/or inactions hereunder by the Grantee, or by anyone that the Grantee directly or indirectly employed or had associated. The Grantee shall also furnish the RTA with certificate(s) evidencing all such required insurance coverage, with the Government named as an additional insured and protected party, where appropriate. The Grantee's cost for this insurance shall not be an item of eligible Project Cost.

Section 26-4. Independence of Grantee

The Grantee or any of its employees, agents, contractors, or subcontractors shall never be considered agents or employees of the RTA, IDOT, the FTA, the US DOT, or State of Illinois. The Grantee also agrees that none of its employees, agents, contractors, or subcontractors will hold themselves out as, or claim to be, the Government's agents, officers, or employees and will not by reason of any relationship with the Grant make any claim or demand to, or apply for, any right or privilege applicable to an agent, officer or employee of the Government, including but not limited to, rights and privileges concerning workmen's compensation and occupational diseases coverage, unemployment compensation benefits, Social Security coverage, or retirement membership or credit.

Section 26-5. Civil Rights

- A. Federal Equal Employment Opportunity - The Grantee agrees to include the following requirements, which apply to this Project, in each contract and subcontract financed wholly or partly with the FTA's assistance:
1. General Requirements: The Grantee agrees as follows:
 - a. Discrimination Prohibited - Under 42 U.S.C. Section 2000e and 49 U.S.C. Section 5332, the Grantee agrees to comply with applicable Federal statutes, executive orders, regulations, and Federal policies, including the U.S. Department of Labor regulations entitled, "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 and "Amending E.O. No. 11246, 'Relating to Equal

Employment Opportunity,") that may in the future affect construction activities that are undertaken in the course of this Project. The Grantee agrees to take affirmative action to ensure that Grantees 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. The Grantee also agrees to comply with any implementing requirements that the FTA may issue.

- B. Illinois Human Rights Act - The Grantee shall comply with the "Equal Employment Opportunity Clause" that the Illinois Department of Human Rights requires. 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:

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, if the Grantee fails to comply with any provisions of the Illinois Equal Employment Opportunity Clause and/or the Illinois Human Rights Act Rules and Regulations of the Illinois Department of Human Rights (hereinafter "Department" for this subsection only). The Agreement may be wholly or partly canceled or voided and other sanctions or penalties may be imposed or remedies invoked as statutes or regulations have provided. During the Grantee's performance of the Agreement, the Grantee agrees as follows:

1. That it will not discriminate against any employee or Grantee for employment because of race, color, religion, sex, national origin, sexual orientation, ancestry, age, physical or mental handicap unrelated to ability, or unfavorable discharge from military service. It will also examine all job classifications to determine if minorities or women are underutilized and take appropriate affirmative action to rectify any underutilization.
2. That, if it hires additional employees to perform this contract or any portion of it, the Grantee will determine the availability (under the Department's Rules and Regulations) of minorities and women in area(s) where it may reasonably recruit and hire for each job classification that employees are hired, in a way that minorities and women are not underutilized.
3. That the Grantee will state that all Grantees will be given equal opportunity without discrimination based on color, race, religion, sex, national origin, sexual orientation, ancestry, physical or mental handicap unrelated to ability, or unfavorable discharge from military service in all solicitations or advertisements for employees placed by it or on its behalf.
4. That the Grantee will send a notice to each labor organization or workers' representative that has a collective bargaining agreement or other agreement or understanding that binds the Grantee, to advise them of the Grantee's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If a labor organization or representative fails or refuses to cooperate with the Grantee in its efforts to comply with the aforementioned Act and Rules and Regulations, the Grantee will promptly notify the Department and the contracting agency and recruit employees from other sources when necessary to fulfill its obligations thereunder.

5. That the Grantee will submit reports that the Department's Rules and Regulations have required, furnish all relevant information that the Department or contracting agency may request from time-to-time, and fully comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
6. That the Grantee will allow the contracting agency and Departmental personnel to access all relevant books, records, accounts, and work sites to determine its compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
7. That it will include this section's provisions verbatim or by reference in every subcontract it awards, under which any portion of the contract obligations are undertaken or assumed, so that these provisions will bind the subcontractors. In the same manner as with other provisions of these Certifications & Assurances, the Grantee will be liable for its subcontractors' compliance with this clause's applicable provisions and will promptly notify the RTA and IDOT if any subcontractor fails or refuses to comply with these provisions. The Grantee will also not use any subcontractor that the Illinois Human Rights Commission declares ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

C. Disadvantaged Business Enterprise ("DBE") - To the extent required by federal law, regulation, or directive, the RTA 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 vehicles purchases, see 49 CFR Part 26.67, or \$100,000 in planning funds) agree to facilitate participation of disadvantaged business enterprises (DBE) as follows:

1. The Grantee agrees to comply with current U.S. DOT regulations at 49 CFR Part 26, including any amendments thereto that may be issued during the term of the Agreement.
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 into the Agreement. Implementation of this program is a legal obligation, and the RTA shall treat failure to carry out its terms as a violation of the 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.
3. The Grantee agrees to include the following clause in all of its agreements and in of its third party contracts funded wholly or partly with Governmental assistance:

"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 U.S. 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 RTA deems appropriate.”

D. Disabilities

1. Access Requirements for Individuals with Disabilities - The Grantee agrees to comply with and assure the RTA that any third party contractor under this Project complies with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA); 42 U.S.C. Section 12101 *et seq.*; 49 U.S.C. Section 5301(d); Section 504 of the Rehabilitation Act of 1973, as amended; 29 U.S.C. Section 794; Section 16 of the Federal Transit Act, as amended; 49 U.S.C. App. Section 1612; Architectural Barriers Act, as amended; 42 U.S.C. Section 4151 *et seq.*; and the following regulations and any amendments thereto:
 - a) DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
 - b) DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38;

Section 26-6. Substance Abuse/Drug Free Workplace

The Grantee agrees to comply with the Illinois (30 ILCS 580/1 *et seq.*) and U.S. DOT Drug Free Workplace Acts; U.S. DOT regulations entitled, "Drug-Free Workplace Requirements (Grants)," 49 CFR Part 29 Subpart F, as modified by 41 U.S.C. Section 702, *et seq.*; when promulgated, U.S. DOT regulation, "Government-wide Requirements for Drug Free Workplace (Grants)," 49 CFR Part 32; and other U.S. DOT and FTA regulations and guidance pertaining to substance abuse (drugs and alcohol) that may be promulgated.

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, the "Procedures for Transportation in Workplace Drug and Alcohol Testing Program, as revised December 19, 2000" regulation, 49 CFR Part 654, and to require contractors and subcontractors, when applicable under 49 U.S.C. Section 5331 and 49 CFR Part 655, to do the same.

Section 26-7. Environmental Requirements

The Grantee recognizes that many federal and state statutes, which impose environmental, resource conservation, and energy requirements, may apply to the Project.

Accordingly, the Grantee agrees to adhere to, and impose on its third party contractors, any federal and state requirements that the Government may now or in the future promulgate. The Grantee expressly understands that the following list does not constitute the Grantee's entire obligation to meeting federal requirements.

- A. Environmental Protection - To the extent applicable, the Grantee agrees to comply with the requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. Section 4321 *et seq.*; Section 14 of the Federal Transit Act, as amended, 49 U.S.C. App. Section 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.

- B. Air Quality - The Grantee agrees to comply with applicable requirements of the following Environmental Protection Agency (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. To support this Project's requisite air quality conformity finding, the Grantee agrees to implement each air quality mitigation and control measure incorporated in the Project. The Grantee agrees that any Project that is identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure, will be wholly consistent with the description of the Project's design concept and scope set forth in the SIP.

The EPA also imposes requirements pertaining to the Clean Air Act, as amended that may apply to transit operators, particularly operators of large transit bus fleets. Thus, the Grantee should be aware that the following EPA regulations, among others, may apply to this Project: "Control of Air Pollution from Motor Vehicles and Motor Vehicle Engines," 40 CFR Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines: Certification and Test Procedures," 40 CFR Part 86; and "Fuel Economy of Motor Vehicles," 40 CFR Part 600.

- C. Use of Public Lands - To the extent applicable, no publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of national, state, or local significance as determined by federal, state, or local officials having jurisdiction thereof, or any land from a historic site of national, state, or local significance may be used for this Project, unless U.S. DOT has made specific findings required under 49 U.S.C. Section 303.
- D. 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. Section 5324, all other applicable statutes, and the procedures set forth in 23 CFR Part 771 and 49 CFR Part 622.
- E. Energy Conservation - The Grantee and its third party contractors at all tiers shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued under the Energy Policy and Conservation Act, 42 U.S.C. Section 6321 *et seq.*
- F. Clean Water - For all contracts and subcontracts exceeding \$100,000, Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Water Pollution Control Act, 33 U.S.C. Section 1251 *et seq.*
- G. Clean Fuels - To the extent applicable to the Grantee and its contractors and subcontractors, the Grantee shall comply with the requirements of the "Clean Fuels Formula Grant Program," 49 CFR Part 624 and any of the federal government other requirements, 49 U.S.C. Section 5308.

Section 26-8. Privacy

Should the Grantee, or any of its third party contractors, or their employees, administer any system of records on behalf of the Federal or State Government, the Privacy Act of 1974, 5 U.S.C. Section 552a and 49 CFR Part 29 Subpart F, imposes information restrictions on the party managing the system of records.

EXHIBIT D

**INSTRUCTIONS FOR ANNUAL CERTIFICATION TO COMPLY
WITH OMB CIRCULAR A-133**

Project Name: McHenry County Service Integration and Coordination (Operating and Mobility Management)

Does this Project receive federal funds? Yes No

Amount of federal funds: \$302,617

Federal Project Number: IL-57-X003

CFDA Number*, Federal Agency, Program Title: 20.521, Federal Transit Administration, New Freedom

*For CFDA (Catalog of Federal Domestic Assistance) Number, refer to original Federal Award/Grant Agreement.

In accordance with OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, a Grantee that expends \$500,000 or more of federal funds from all sources during its fiscal year is required to have a single audit performed in accordance with OMB Circular A-133. The Regional Transportation Authority (RTA) is required by federal law to obtain and review the single audit of all Grantees that had any federally participating funds pass through it, irrespective of the amount provided by the RTA. It is the responsibility of the Grantee expending federal funds to comply with the requirements of OMB Circular A-133 and determine whether they are required to have a single audit performed. Therefore, the Grantee must submit to the RTA a copy of the Grantee's OMB A-133 single audit and/or the attached Certification Form on an annual basis for each fiscal year that corresponds with expenditures associated with the RTA Technical Services Agreement (TSA) contract period:

1. If your agency expended \$500,000 (or the current OMB Circular A-133 qualifying amount) or more in federal awards from all sources, including other agencies, in a fiscal year, you are required to have a single audit performed in accordance with OMB Circular A-133 and submit a copy of the report to the RTA within the earlier of 30 days after completion of the single audit or no more than nine months after the end of your fiscal year end.
2. If your agency did not expend \$500,000 (or the current OMB Circular A-133 qualifying amount) or more in federal awards from all sources, including other agencies, in a fiscal year, and are not required to conduct a single audit, you must complete and return the Certification Form as attached.
3. If your agency receives multiple awards from the RTA, only one annual submittal of this information is required.

The single audit must be comprised of four parts. The Grantee has the option of including the four parts in one report or a combination of reports. The four parts are commonly known as:

1. Comprehensive Annual Financial Report (Financial Statements).
2. Schedule of Expenditures of Federal Awards and Independent Auditor's Report thereon.
3. Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and other matters based on an Audit of Financial Statements performed in accordance with Government Auditing Standards.
4. Independent Auditor's Report on Compliance with Requirements Applicable to each Major Program and on Internal Control over Compliance in accordance with OMB Circular A-133.

Additional information which should be submitted, if applicable:

1. Corrective Action Plan(s)
2. Management Letter
3. Status of Prior Year Findings

OMB CIRCULAR A-133 SINGLE AUDIT CERTIFICATION FORM

Grantee's Legal Name: The County of McHenry, Illinois

Grantee's Address: 16111 Nelson Road, Woodstock, Illinois 60098

Grantee's Fiscal Year*: _____
(month) / (day) / (year) - (month) / (day) / (year)

*A **fiscal year** (or financial year, or sometimes budget year) is a period used for calculating annual ("yearly") financial statements in businesses and other organizations. The fiscal year is **not** your TSA contract period. Please indicate above the fiscal year this certification covers.

Project Name(s): McHenry County Service Integration and Coordination (Operating and Mobility Management)

Please (1) check the appropriate box, (2) sign below, and (3) return this certification to the address below.

- I certify our agency did not expend \$500,000 or more in federal awards during the fiscal year entered above and was not required to have a single audit conducted.
- We have attached our most recently completed OMB Circular A-133 single audit.

Grantee's Signature: _____ Date: _____

Print Name and Title: _____

Phone: (____) _____ E-Mail: _____

Please return to: Regional Transportation Authority
Attn: John Yu, Controller
175 W. Jackson Blvd., Suite 1550
Chicago, IL 60604

Questions: John Yu, Controller
(312) 9163-3161
yuj@rtachicago.org

RESOLUTION
APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF MCHENRY AND THE CITY OF CRYSTAL LAKE, THE CITY OF MCHENRY AND THE CITY OF WOODSTOCK FOR ANNUAL DIAL-A-RIDE SERVICES IN 2012

WHEREAS, the McHenry County Board approved \$275,000 on September 15, 2009 (R-200909-82-272) to contract with Pace Suburban Bus Dial-a-Ride services in and between the municipalities of Crystal Lake, McHenry, and Woodstock; and

WHEREAS, the County Dial-a-Ride service commonly known as the Pilot Program service and the Tri-City service has been in operation since February 12, 2010; and

WHEREAS, the municipalities of Crystal Lake, McHenry, and Woodstock provide Dial-a-Ride services under individual contracts with Pace Suburban Bus; and

WHEREAS, to enable the sharing of vehicles, reduce administrative costs, and standardize service fares and hours, the County Board approved an application for Job Access Reverse Commute and New Freedom federal grants on July 6, 2010 (R-201007-82-169) to fund the consolidation of the County and municipal services under one County contract as part of the McHenry County Service Integration and Coordination project; and

WHEREAS, the Regional Transportation Authority approved \$502,825 in Job Access Reverse Commute (JARC) funding and \$302,619 in New Freedom (NF) funding on October 25, 2010 for the McHenry County Service Integration and Coordination project; and

WHEREAS, as part of this intergovernmental agreement the County of McHenry and the City of Crystal Lake, the City of McHenry, and the City of Woodstock agree to consolidate dial-a-ride contracts into one service called MCRide to be funded in part with the JARC and NF grants.

NOW THEREFORE BE IT RESOLVED, by the McHenry County Board, with approval from the Transportation Committee and the Finance and Audit Committee, that the Intergovernmental Agreement between the County of McHenry and the City of Crystal Lake, the City of McHenry, and the City of Woodstock attached hereto and made a part hereof, is hereby approved; and

BE IT FURTHER RESOLVED, that the County Board Chairman is authorized to execute an agreement on behalf of the County of McHenry with the City of Crystal Lake, the City of McHenry, and the City of Woodstock, and the County Clerk of the County of McHenry is authorized and directed on behalf of the County of McHenry to attest said agreements; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to transmit a certified copy of this resolution to the County Board Chairman, County Administrator, Deputy County Administrator, Associate County Administrator-Finance, County Auditor, County Treasurer, and six copies to the Director of Transportation/County Engineer, six of which to be distributed to the City of Crystal Lake, the City of McHenry, the City of Woodstock and Pace Suburban Bus.

DATED at Woodstock, Illinois, this 1st day of November, A.D., 2011.

 KENNETH D. KOEHLER, Chairman
 McHenry County Board

ATTEST:

 KATHERINE C. SCHULTZ, County Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF McHENRY, THE
CITY OF CRYSTAL LAKE, THE CITY OF McHENRY, AND
THE CITY OF WOODSTOCK
FOR ANNUAL DIAL-A-RIDE TRANSIT SERVICES IN 2012**

This Intergovernmental Agreement is entered into by and between the County of McHenry, the City of Crystal Lake, the City of McHenry, and the City of Woodstock for the purpose of improving dial-a-ride transit services in McHenry County.

1. McHenry County, the City of Crystal Lake, the City of McHenry, and the City of Woodstock (the Partner Agencies) agree to combine local dial-a-ride programs into one contracted service called MCRide with Pace Suburban Bus to improve service delivery, reduce administrative costs, and better utilize grant monies.
2. The Partner Agencies Agree that McHenry County will contract with Pace Suburban Bus to offer dial-a-ride service currently being provided under separate contracts between Pace Suburban Bus and the Partner Agencies. The existing contracts will end when the contract between Pace Suburban Bus and McHenry County begins.
3. The Partner Agencies agree that each municipality will be invoiced 25% of the Operating Deficit by the County and any minimum fare differential. The Operating Deficit to each community will be accounted for separately and will be based on the total costs of trips with an origin and destination in the community after fares are deducted. Minimum fare differential is an amount charged by Pace for fares below the set minimum for dial-a-ride services.
4. The Partner Agencies agree that funding from Pace to cover 75% of the Operating Deficit of the municipal dial-a-ride services will continue to be dedicated to provide dial-a-ride service in the municipalities.
5. The Partner Agencies agree that grant monies will be reimbursed to each municipality for eligible costs paid by the municipality after the County has received reimbursement.
6. The Partner Agencies agree to make incremental fare changes on January 2, 2012 and no later than January 1, 2014 to be equal to or greater than the Pace Minimum Fare as detailed in Table 1.

Fare Type	Current Flat Fares by Service					New Base Fare up to 5 miles and 25 cents for each additional mile	
	Pace Minimum Fare	Crystal Lake	McHenry	Woodstock	County	Crystal Lake & McHenry on January 2, 2012	Woodstock & County on January 2, 2012 (all by Jan. 2014)
General	\$1.75	\$1.50	\$1.75	\$2.00	\$3.00	\$1.75	\$2.00
Senior	\$0.85	\$0.75	\$0.75	\$1.00	\$3.00	\$0.85	\$1.00
Disabled	\$0.85	\$0.75	\$0.75	\$1.00	\$3.00	\$0.85	\$1.00
Student	\$0.85	\$0.75	\$0.75	\$1.50	\$3.00	\$1.75	\$2.00

7. The Partner Agencies agree to make changes to the service hours on January 2, 2012 and trip reservation hours on December 31, 2011 as detailed in Table 2.

Table 2	Monday-Friday Start	Monday-Friday End	Saturday Start	Saturday End
Service Hours	6:00 a.m.	7:00 p.m.	9:00 a.m.	5:00 p.m.
Reservation Hours	5:30 a.m.	6:00 p.m.	8:30 a.m.	4:00 p.m.
Service Minutes Added				
Crystal Lake	0 minutes	30 minutes	0 minutes	30 minutes
McHenry	30 minutes	60 minutes	0 minutes	30 minutes
Woodstock	0 minutes	150 minutes	0 minutes	150 minutes
County	0 minutes	0 minutes	0 minutes	0 minutes

8. The Partner Agencies agree to define seniors as individuals 60 years and older.
9. The Partner Agencies agree to make changes to the trip reservation periods on December 31, 2011 to allow trips to be reserved the day before the requested trip up to 1 hour before the requested trip.
10. The Partner Agencies agree to implement the following No-Show Policy: Any ride cancelled with less than 2 hours notice is considered a "late cancel". Any ride where the vehicle arrives and the client does not take the ride is considered a "no show." Riders with habitual late cancels or no shows may be suspended from service for one week.
11. The Partner Agencies agree to monitor service cost effectiveness and make additional changes to service hours, fares, and trip reservation policies only after all Partner Agencies have affirmed changes in writing and the public has been given at least 4 weeks notice of these changes.
12. The Partner Agencies agree that this agreement shall be subject to reapproval annually before November 30, 2012.

Headings

The headings of several paragraphs of this Agreement are inserted only as a matter of convenience and for reference, and are in no way intended to define, limit, or describe the scope or intent of any provision of this Agreement; nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Indemnification

The Cities of Crystal Lake, McHenry, and Woodstock agree to indemnify, defend, and hold harmless the County, its elected officials, its duly appointed officials, agents, employees and representatives, from and against any and all claims suits, settlements, actions, losses, expenses, damages, injuries, judgements, and demands arising out of this Agreement.

The County agrees to indemnify, defend, and hold harmless the Cities of Crystal Lake, McHenry, and Woodstock, its elected officials, its duly appointed officials, agents, employees and representatives, from and against any and all claims suits, settlements, actions, losses, expenses, damages, injuries, judgements, and demands arising out of this Agreement.

Severability

The terms of this Agreement shall be severable. In the event any of the terms or provision of this Agreement are deemed to be void or otherwise unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect.

Choice of Law

This Agreement shall be subject to and governed by the laws of the State of Illinois. Venue for the resolution of any disputes or the enforcement of any right pursuant to this Agreement shall be in the Circuit Court of McHenry County, Illinois.

No Personal Liability

No official, director, officer, agent, or employee of the County shall be charged personally or held contractually liable under any term or provision of the Agreement or because of their execution, approval or attempted execution of this Agreement.

Modification or Amendment

This Agreement, the documents it incorporates, and its attachments constitute the entire Agreement of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the parties unless expressed in writing herein or in a duly executed amendment hereof, or change order as herein provided.

Termination

Any party may terminate this Agreement for any or no reason upon providing sixty (60) days' written notice to the other parties.

McHenry County

Name: Kenneth D. Koehler

Signature: _____

Title: Chairman McHenry County Board

Date: _____

Attested: _____

Date: _____

City of Crystal Lake

Name: _____

Signature: _____

Title: _____

Date: _____

Attested: _____

Date: _____

City of McHenry

Name: _____

Signature: _____

Title: _____

Date: _____

Attested: _____

Date: _____

City of Woodstock

Name: _____

Signature: _____

Title: _____

Date: _____

Attested: _____

Date: _____

RESOLUTION

APPROPRIATING FUNDS FOR THE 2012 TRANSIT GRANT PROGRAM

WHEREAS, the McHenry County Board approved a McHenry County Transit Plan as the long-range transit plan for McHenry County on November 15, 2005 (R-200511-82-321); and

WHEREAS, the McHenry County Board appointed the McHenry County Transit Plan Implementation Task Force (ITF) on March 23, 2006 to make recommendations to implement the approved County Board Transit Plan; and

WHEREAS, the McHenry County Board approved \$421,346 on September 15, 2009 (R-200909-82-272) to fund seven recommendations of the ITF to collect ridership data, expand and coordinate services; and

WHEREAS, the McHenry County Board approved \$515,000 on February 15, 2011 (R-201102-82-036) to continue funding five projects to collect ridership data, expand service, and/or coordinate services including the County Pilot Program, the City of Marengo project, the Faith in Action of McHenry County project, the Algonquin Township Road District project, and the Veterans Assistance Commission project; and

WHEREAS, the McHenry County Fiscal Year 2012 Budget includes \$825,000 in County RTA Sales Tax funds for the Transit Grant Program; and

WHEREAS, McHenry County, through intergovernmental agreements, is to be reimbursed approximately \$550,000 in Fiscal Year 2012 from federal and local sources to supplement the funds expended for transit services.

NOW THEREFORE BE IT RESOLVED, with approval from the Transportation Committee and the Finance and Audit Committee, the McHenry County Board hereby appropriates the sum of eight hundred and twenty-five thousand dollars (\$825,000.00) from the County Regional Transportation Authority Fund (Dept. 82 OCA 820007 Obj. 4240) for the following projects:

- \$754,000.00 for the MCRide Dial-a-Ride Pace Contract (formerly known as the Pilot Program). This project will be reimbursed \$50,000 in Senior Grant funding and an estimated \$500,000 from the City of Crystal Lake, City of McHenry, and the City of Woodstock and USDOT.
- \$43,000.00 for data and additional transportation services to Faith in Action of McHenry County.
- \$13,000.00 for data and additional transportation services to the Algonquin Township Road District.
- \$10,000.00 for an additional weekday hour and Saturday service in the City of Marengo, Village of Union, Riley Township, and Marengo Township.
- \$5,000.00 for fuel and vehicle lease expenditures to the Veterans Affairs Commission; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to transmit a certified copy of this resolution to the County Administrator, Deputy County Administrator, Associate County Administrator-Finance, and five copies to the Director of Transportation/County Engineer, four of to be distributed to project participants.

DATED at Woodstock, Illinois, this 1st day of November, A.D., 2011.

KENNETH D. KOEHLER, Chairman
McHenry County Board

ATTEST:

KATHERINE C. SCHULTZ, County Clerk

**RESOLUTION
APPROPRIATING FUNDS FOR CULVERT MATERIALS**

WHEREAS, in order to properly maintain the County Highway System it is necessary to replace culverts and sections of culverts throughout the County Highway System as part of the approved FY 2011 to 2015 Highway Improvement Program; and

WHEREAS, said culvert materials are part of the annual maintenance program and were included in the FY 2011-2012 budget; and

WHEREAS, bids were received by and accepted by the McHenry County Purchasing Department for the quantities of culvert materials provided by the McHenry County Division of Transportation and the low bidder was Ray Schramer & CO of Libertyville IL for \$16,133.40; and

WHEREAS, the Transportation Committee of the County Board met on October 19, 2011 and concurs in said purchase.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois, that the Chairman of the Board is hereby authorized to execute the necessary documentation to purchase the above items; and that the Director of Purchasing is hereby authorized and directed to negotiate the final document to purchase said materials; and

BE IT FURTHER RESOLVED, by this County Board of McHenry County, Illinois that there is hereby appropriated the sum of seventeen thousand dollars (\$17,000.00) from the Motor Fuel Tax Fund, OCA code 820110-5190 for said maintenance materials; and

BE IT FURTHER RESOLVED, that this project is hereby designated as Section Number 12-00000-02-GM; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to distribute a certified copy of this resolution to the Director of Purchasing and three certified copies to the Director of Transportation/County Engineer, two of which will be forwarded to the Illinois Department of Transportation through its regional engineer's office at Schaumburg, Illinois.

DATED at Woodstock, Illinois, this 1st day of November, A.D., 2011.

KENNETH D. KOEHLER, Chairman
McHenry County Board

ATTEST:

KATHERINE C. SCHULTZ, County Clerk

SUMMARY SHEET
County of McHenry Purchasing

Date: 9/29/2011
 Bid/RFP:11-46

		VENDOR	VENDOR	VENDOR	VENDOR
NAME		CONTECH	METAL CULVERTS	RAY SCHRAMER & CO	
CITY/STATE		OAKBROOK IL	JEFFERSON CITY MO	LIBERTYVILLE IL	
ORIGINAL SIGNATURE		YES	YES	YES	
Item Description	Qty				
12" DIAM 16 GA CMP x 30' LF Lengths	120' LF	\$7.34/lf	\$6.68	\$824.40	\$
12" DIAM Bands (12" wide)	4 EA	\$7.64/ea	\$10.02	\$27.48	\$
15" DIAM 16 GA CMP x 30' LF Lengths	240' LF	\$9.28/lf	\$8.40	\$1,980.00	\$
15" ARCH 16 GA CMP x 30' LF Lengths	240' LF	\$10.02/lf	\$9.00	\$2,148.00	\$
15" DIAM Bands (12" wide)	8 EA	\$9.28/ea	\$12.60	\$66.00	\$
18" DIAM 16 GA CMP x 30' LF Lengths	300' LF	\$11.45/lf	\$9.98	\$3,087.00	\$
18" DIAM Bands (12" wide)	8 EA	\$11.45/ea	\$14.97	\$82.32	\$
24" ARCH 14 GA CMP x 30' LF Lengths	120' LF	\$19.15/lf	\$17.70	\$2,034.00	\$
24" DIAM Bands (12" wide)	4 EA	\$19.15/ea	\$26.55	\$67.80	\$
30" DIAM 14 GA CMP x 30' LF Lengths	120' LF	\$22.95/lf	\$20.63	\$2,478.00	\$
30" DIAM Bands (24" wide)	4 EA	\$45.90/ea	\$41.26	\$165.20	\$
36" DIAM 14 GA CMP x 30' LF Lengths	120' LF	\$27.78/lf	\$24.60	\$2,974.80	\$
36" DIAM Bands (24" wide)	4 EA	\$55.50/ea	\$49.20	\$198.40	\$
TOTAL COST FOR MATERIAL		\$	\$	\$	\$
DELIVERY COST		Included	Included	Not stated	\$
TOTAL COST		\$18,048.00	\$16,251.88	\$16,133.40	\$
Date of delivery after receipt of purchase order.		7-10 working days	7-10 business days A.R.O.	7-14 days	

Sent to 9 potential bidders. Submittals received from 3.

UNOFFICIAL RESULTS

RAY SCHRAMER & COMPANY

1054 E Park Ave
P O Box 204
Libertyville, IL 60048

Phone: 847-362-9530
Fax: 847-362-8149

Fax Transmittal Form

To *AMY*

From *MIKE*

Name:

Organization Name/Dept:

CC:

Phone number: *815-334-4680*

Phone: 847-362-9530

Fax: 847-362-8149

Urgent

For Review

Please Comment

Date sent:

Time sent:

Number of pages including cover page: *1*

Message:

*FOR BID # 11-46 DELIVERY IS INCLUDED
IN TOTAL BID AMOUNT.*

**RESOLUTION
ACCEPTING SIGN MATERIAL BIDS AND APPROPRIATING FUNDS**

WHEREAS, the Division of Transportation annually requires various materials necessary to construct and repair traffic control signs along all County Highways which is part of the approved FY 2011 to 2015 Highway Improvement Program; and

WHEREAS, the Transportation Committee of the County Board met on October 19, 2011 and received the bid tabulations and quotations for said materials with the low bidder/quotation for the individual sections of the sign material bid/quotations and appropriation amounts as follows:

<u>Bid Item</u>	<u>Awarded Bidder</u>	<u>Bid/Quote Amount</u>	<u>Appropriation Amount</u>
Telescoping steel sign posts	TAPCO	\$8,715.00	\$9,000.00
Aluminum blanks	TAPCO	\$4,147.65	\$4,500.00
Sign roll goods	3M Company	\$29,073.45	\$30,000.00
Highway Sign Faces	Rocal	\$9,329.88	\$9,500.00
Barricades, cones, roll-up signs	Decker Supply Company	\$17,594.50	\$18,000.00
Completed Signs	Rocal	\$991.00	\$1,000.0
Flexible delineator posts	TAPCO	\$4,200.00	\$4,500.00
Sign mounting hardware	TAPCO	\$1,785.00	\$2,000.00
County Route Signing	TAPCO	\$14,897.44	\$15,000.00

NOW THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois, that the material bids/quotations as described above are hereby accepted at a cost of ninety thousand seven hundred thirty-three dollars and ninety-two cents (\$90,733.92); and

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of ninety-three thousand five hundred dollars and no cents (\$93,500.00) from the County Option Motor Fuel Tax Fund, OCA code 820125-5190, for said contracts; and

BE IT FURTHER RESOLVED, that this project is hereby designated as Section 11-00000-06-GM; and

BE IT FURTHER RESOLVED, that the Chairman is hereby authorized to execute the necessary contract documents; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to distribute one certified copy of this resolution to the Director of Transportation/County Engineer.

DATED at Woodstock, Illinois, this 1st day of November, A.D., 2011.

KENNETH D. KOEHLER, Chairman
McHenry County Board

ATTEST:

KATHERINE C. SCHULTZ, County Clerk

McHenry County Division of Transportation

Bid Tabulation

Sign Materials, Section #11-00000-06-GM

10/12/2011 10:00:00 AM

Item				Engineer's Estimate		3M		TAPCO	
No.	Items	Unit	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	Sign Materials Reflective Sheeting Roll Goods (Fluorescent Diamond Grade DG3)								
	12" x 50 yards	Roll	1	\$650.00	\$650.00	\$612.00	\$612.00	\$736.52	\$736.52
	24" x 50 yards	Roll	1	\$1,300.00	\$1,300.00	\$1,224.00	\$1,224.00	\$1,473.03	\$1,473.03
	30" x 50 yards	Roll	2	\$1,600.00	\$3,200.00	\$1,530.00	\$3,060.00	\$1,841.30	\$3,682.60
	36" x 50 yards	Roll	2	\$1,900.00	\$3,800.00	\$1,836.00	\$3,672.00	\$2,209.55	\$4,419.10
	Sign Materials Diamond Grade DG3 Sheeting Roll Goods (Various Colors)								
	9" x 50 yards	Roll	1	\$450.00	\$450.00	\$447.75	\$447.75	\$534.70	\$534.70
	12" x 50 yards	Roll	9	\$600.00	\$5,400.00	\$597.00	\$5,373.00	\$712.92	\$6,416.28
	18" x 50 yards	Roll	4	\$900.00	\$3,600.00	\$895.50	\$3,582.00	\$1,069.38	\$4,277.52
	24" x 50 yards	Roll	1	\$1,200.00	\$1,200.00	\$1,194.00	\$1,194.00	\$1,425.85	\$1,425.85
	30" x 50 yards	Roll	2	\$1,500.00	\$3,000.00	\$1,492.50	\$2,985.00	\$1,782.30	\$3,564.60
	48" x 50 yards	Roll	1	\$2,400.00	\$2,400.00	\$2,388.00	\$2,388.00	\$2,851.69	\$2,851.69
	Non-Reflective Vinyl Films								
	36" x 50 yards, black	Roll	1	\$340.00	\$340.00	\$351.95	\$351.95	\$395.45	\$395.45
	36" x 50 yards, white	Roll	1	\$340.00	\$340.00	\$351.95	\$351.95	\$395.45	\$395.45
	Transparent EC Films for use in Electronic Cutting Apparatus (Various Colors)								
	30" x 50 yards	Roll	1	\$400.00	\$400.00	\$393.75	\$393.75	\$425.56	\$425.56
	36" x 50 yards	Roll	3	\$480.00	\$1,440.00	\$472.50	\$1,417.50	\$510.67	\$1,532.01
	Sign Materials Engineer Grade EG Sheeting Roll Goods (Various Colors)								
	30" x 50 yards	Roll	1	\$290.00	\$290.00	\$330.00	\$330.00	\$269.67	\$269.67
	Conspicuity Tape (DG3)								
	2" x 50 yards, Red/White	Roll	2	\$100.00	\$200.00	\$90.50	\$181.00	\$85.96	\$171.92
	3" x 50 yards, yellow	Roll	1	\$130.00	\$130.00	\$135.75	\$135.75	\$128.95	\$128.95
	VHB Double Coated Foam Tape								
	1" x 108' x 45 mil	Roll	10	\$75.00	\$750.00	\$74.98	\$749.80	\$112.65	\$1,126.50
	PVT MKG Tape Series 471 4" x 100 yd	Roll	2	\$110.00	\$220.00	\$312.00	\$624.00	\$300.00	\$600.00
	Total				\$29,110.00		\$29,073.45		\$34,427.40

Low Bid

Bidders:

3M Company
TAPCO

3M Center, Bldg 235-3A-09
5100 W. Brown Deer Rd

St. Paul, MN 55144-1000
Brown Deer, WI 53223

**RESOLUTION
APPROPRIATING FUNDS FOR ROADWAY LIGHTING AND TRAFFIC
SIGNAL ELECTRICAL POWER**

WHEREAS, it is necessary for the Division of Transportation to power traffic signals and lighting systems located on the County Highway System on a 24 hour-a-day basis as part of the approved FY 2011 to 2015 Highway Improvement Program; and

WHEREAS, the Division of Transportation needs to annually budget and pay to power fifteen roadway lighting systems and thirty-five traffic signal systems; and

WHEREAS, said electrical power is provided by Commonwealth Edison; and

WHEREAS, said budget for the expenses of electrical power was included in the FY 2011-2012 budget for the Division of Transportation.

NOW THEREFORE BE IT RESOLVED, by the McHenry County Board that there is hereby appropriated the sum of ninety thousand dollars (\$90,000.00) from the County Option Motor Fuel Tax Fund, OCA code 820125-4498 for said electrical power; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to transmit one certified copy of this resolution to the Director of Transportation/County Engineer.

DATED at Woodstock, Illinois, this 1st day of November, A.D., 2011.

KENNETH D. KOEHLER, Chairman
McHenry County Board

ATTEST:

KATHERINE C. SCHULTZ, County Clerk

**RESOLUTION
APPROPRIATING FUNDS FOR FY2012 TRAFFIC
SIGNAL AND ROADWAY LIGHTING MAINTENANCE CONTRACT**

WHEREAS, it is necessary for the Division of Transportation to maintain traffic signals, lighting systems, and flashing beacons located on the County Highway System on a 24 hour-a-day basis; and

WHEREAS, said annual maintenance contract is a part of the annual maintenance program and budget for the County Highway System; and

WHEREAS, the McHenry County Division of Transportation currently has a maintenance contract with Meade Electric Company, Inc. for 24-hour traffic signal maintenance (section 12-00000-01-GM) that has a one year option to extend the contract; and

WHEREAS, the Transportation Committee of the County Board met on October 19, 2011 and agreed to the contract extension and approved of appropriating FY2012 funding for traffic signal and roadway lighting maintenance.

NOW THEREFORE BE IT RESOLVED, by the McHenry County Board that there is hereby appropriated out of the County's 2012 budget the sum of three hundred fifty thousand dollars (\$350,000.00) from County Option Motor Fuel Tax Fund, OCA code 820125-4003 for said 2012 traffic signal and roadway lighting maintenance (section 12-00000-01-GM); and

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to distribute one certified copy of this resolution to the Director of Transportation/County Engineer.

DATED at Woodstock, Illinois, this 1st day of November, A.D., 2011.

KENNETH D. KOEHLER, Chairman
McHenry County Board

ATTEST:

KATHERINE C. SCHULTZ, County Clerk

MCHENRY COUNTY DIVISION OF TRANSPORTATION

TRAFFIC SIGNAL, HIGHWAY LIGHTING, AND FLASHER MAINTENANCE LOCATION LIST

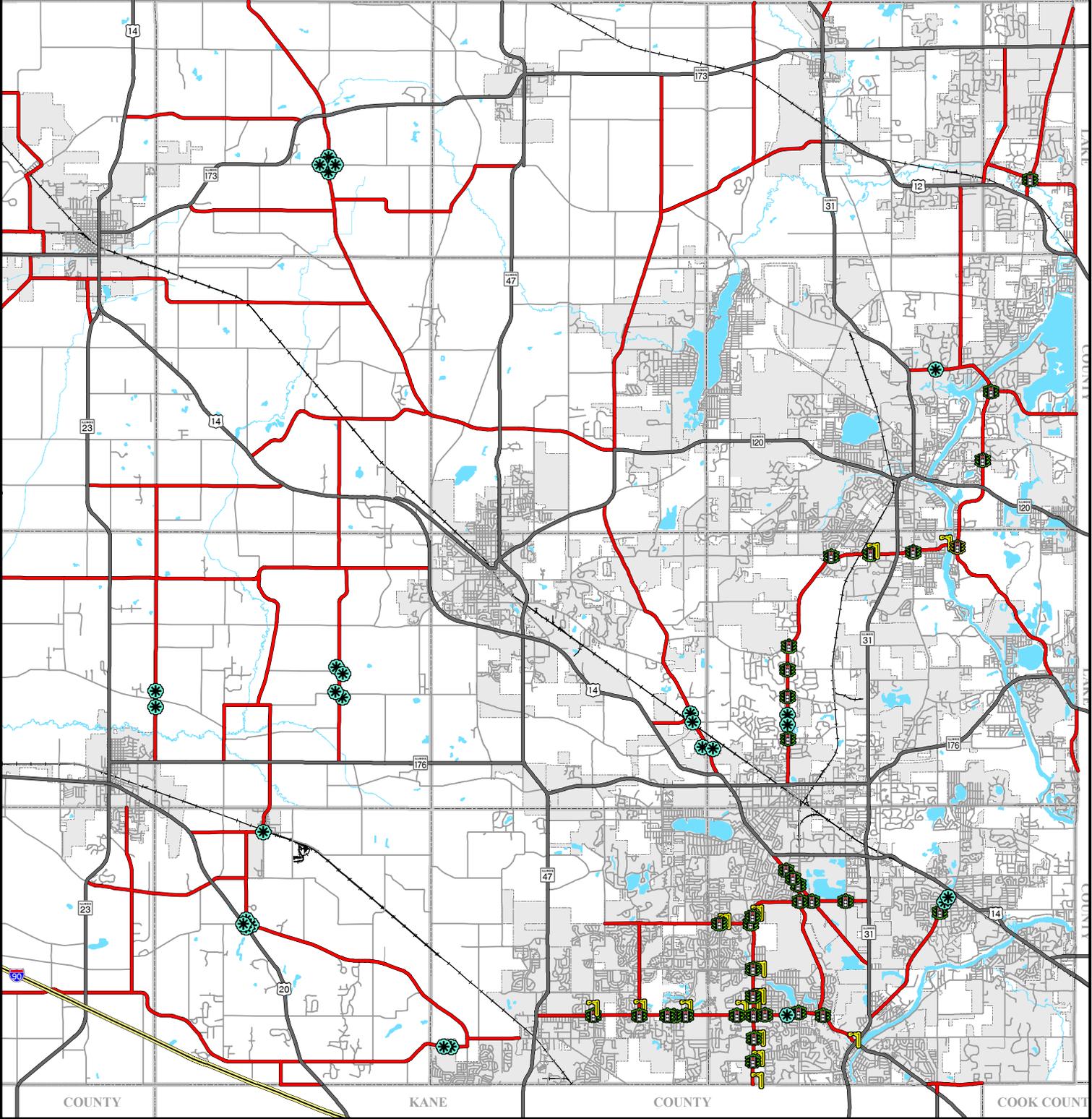
Item #	Location	Type of System	Nearest Village/City
MCHENRY COUNTY FLASHERS, HIGHWAY LIGHTING, AND TRAFFIC SIGNALS			
FB-1	Johnsburg Road @ Riverside Drive	Overhead Flashing Beacon	Village of Johnsburg
FB-2	Jefferson Street (West Union Rd) @ Main Street (Union Rd)	Overhead Flashing Beacon	Village of Union
FB-3	Algonquin Road, West of Hanson Rd/Hilltop Dr	Post Mount Flasher	Village of Algonquin
FB-4	Walkup Road, North & South of Dvorak Drive	Post Mount Flasher, 2 Total Flashers	City of Crystal Lake
FB-5	Harmony Road, East & West of Huntley High School Entrance	Post Mount Flasher, 2 Total Flashers	Village of Huntley
FB-6	Deerpass Road, North & South of River Road	Post Mount Flasher, 2 Total Flashers	City of Marengo
FB-7	Marengo Road (East & West Legs) @ South Union Road	Post Mount Flasher, 2 Total Flashers	Village of Union
FB-8	South Union Road, North & South of Marengo Road	Post Mount Flasher, 2 Total Flashers	Village of Union
FB-9	Cary Road, North & South of Norman Drive	Post Mount Flasher, 2 Total Flashers	Village of Cary
FB-10	Alden Road, North & South of O'Brien Road	Post Mount Flasher, 2 Total Flashers	Village of Alden
FB-11	O'Brien Road (East & West Legs) @ Alden Road	Post Mount Flasher, 2 Total Flashers	Village of Alden
FB-12	Country Club Road , North & South of Hillside Road	Post Mount Flasher, 2 Total Flashers	City of Crystal Lake
FB-13	Franklinville Road, North & South of Perkins Road	Post Mount Flasher, 2 Total Flashers	City of Woodstock
FB-14	Perkins Road, (East & West Legs) @ Franklinville Road	Post Mount Flasher, 2 Total Flashers	City of Woodstock
FB-15	Ridgefield Road, North of US RT 14 (North & South of Bikepath)	Post Mount Flasher, 2 Total Flashers	City of Crystal Lake
HL-1	Algonquin Road Lighting, West of IL RT 31	Highway Lighting System	Village of Algonquin
HL-2	Algonquin Road Lighting @ Randall Road	Highway Lighting System	Village of Algonquin
HL-3	Algonquin Road Lighting @ Harvest Gate Road/Talaga Drive	Highway Lighting System	Village of Lake in the Hills
HL-4	Algonquin Road Lighting @ Square Barn Road/Frank Road	Highway Lighting System	Village of Lake in the Hills
HL-5	Algonquin Road Lighting @ Lakewood Road	Highway Lighting System	Village of Lake in the Hills
HL-6	Algonquin Road Lighting @ Haligus Road	Highway Lighting System	Village of Huntley
HL-7	Rakow Rd/Randall Rd Lighting @ McHenry Ave/Ackman Rd	Highway Lighting System	City of Crystal Lake
HL-8	Randall Road Lighting @ Miller Road	Highway Lighting System	City of Crystal Lake
HL-9	Randall Road Lighting @ Acorn Lane/Polaris Drive	Highway Lighting System	Village of Lake in the Hills
HL-10	Randall Road Lighting @ Huntington Drive/Bunker Hill Drive	Highway Lighting System	Village of Algonquin
HL-11	Randall Road Lighting @ Harnish Drive	Highway Lighting System	Village of Algonquin
HL-12	Randall Road Lighting, North of County Line Road	Highway Lighting System	Village of Algonquin
HL-13	Ackman Road Lighting @ Golf Course Road	Highway Lighting System	City of Crystal Lake
HL-14	Bull Valley Road Lighting @ Ridgeview Drive	Highway Lighting System	City of McHenry
HL-15	Miller Road Bridge Lighting, West of River Road	Highway Lighting System	City of McHenry

Item #	Location	Type of System	Nearest Village/City
TS-1	Algonquin Road @ Pyott Road	Traffic Signal	Village of Algonquin
TS-2	Algonquin Road @ Hanson Rd/Hilltop Dr	Traffic Signal	Village of Algonquin
TS-3	Algonquin Road @ Crystal Lake Road	Traffic Signal	Village of Lake in the Hills
TS-4	Algonquin Road @ Harvest Gate Road/Talaga Drive	Traffic Signal	Village of Lake in the Hills
TS-5	Algonquin Road @ Frank Road	Traffic Signal	Village of Lake in the Hills
TS-6	Algonquin Road @ Square Barn Road	Traffic Signal	Village of Lake in the Hills
TS-7	Algonquin Road @ Huntley Fire Station Entrance	Traffic Signal (HAWK)	Village of Algonquin
TS-8	Algonquin Road @ Lakewood Road	Traffic Signal	Village of Lake in the Hills
TS-9	Algonquin Road @ Haligus Road	Traffic Signal	Village of Huntley
TS-10	Rakow Road @ Pingree Road	Traffic Signal	City of Crystal Lake
TS-11	Rakow Road @ Virginia Road	Traffic Signal	City of Crystal Lake
TS-12	Rakow Road @ Pyott Road	Traffic Signal	City of Crystal Lake
TS-13	Randall Rd/Rakow Rd @ McHenry Avenue	Traffic Signal	City of Crystal Lake
TS-14	Randall Road @ Ackman Road/Meredith Drive	Traffic Signal	City of Crystal Lake
TS-15	Randall Road @ Miller Road	Traffic Signal	City of Crystal Lake
TS-16	Randall Road @ Acorn Lane/Polaris Drive	Traffic Signal	Village of Lake in the Hills
TS-17	Randall Road @ Algonquin Road	Traffic Signal	Village of Algonquin
TS-18	Randall Road @ Huntington Dr/Bunker Hill Rd	Traffic Signal	Village of Algonquin
TS-19	Randall Road @ Harnish Drive	Traffic Signal	Village of Algonquin
TS-20	Virginia Road @ Pyott Rd/Main St	Traffic Signal	City of Crystal Lake
TS-21	Virginia Road @ Berkshire Drive	Traffic Signal	City of Crystal Lake
TS-22	Virginia Road @ Teckler Boulevard	Traffic Signal	City of Crystal Lake
TS-23	Walkup Road @ Hillside Road	Traffic Signal	City of Crystal Lake
TS-24	Walkup Road @ Pleasant Hill Road/Deerwood Drive	Traffic Signal	City of Crystal Lake
TS-25	Walkup Road @ Edgewood Road/Berry Court	Traffic Signal	City of Crystal Lake
TS-26	Walkup Road @ Crystal Springs Road	Traffic Signal	City of Crystal Lake
TS-27	Bull Valley Road @ Crystal Lake Road	Traffic Signal	City of McHenry
TS-28	Bull Valley Road @ Ridgeview Drive	Traffic Signal	City of McHenry
TS-29	Miller Road @ Green Street	Traffic Signal	City of McHenry
TS-30	Miller Road @ River Road	Temporary Traffic Signal	City of McHenry
TS-31	Ackman Road @ Golf Course Road	Traffic Signal	City of Crystal Lake
TS-32	Cary Road @ Main Street	Traffic Signal	Village of Cary
TS-33	Chapel Hill Road @ Bay Road	Traffic Signal	Village of Johnsburg
TS-34	Chapel Hill Road @ Lincoln Road	Traffic Signal	City of McHenry
TS-35	Wilmot Road @ Main Street	Traffic Signal	Village of Spring Grove



WALWORTH COUNTY, WISCONSIN

KENOSHA COUNTY, WISCONSIN



DATE
October 11, 2011

SOURCE
MCDOT GIS

PROJECTION
Transverse Mercator
NAD 1983
State Plane IL East

FILE
Signalized
Intersections

DISCLAIMER
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LEGEND

- Traffic Signal
- Temp Traffic Signal
- Flasher Systems
- Lighting Systems

0 0.75 1.5 2.25 3 Miles

SCALE
1 inch = 3 miles

LOCATIONS OF COUNTY MAINTAINED SIGNALIZED INTERSECTIONS, LIGHTING AND FLASHER SYSTEMS

McHenry County Division of Transportation



RESOLUTION
APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF HUNTLEY, KANE COUNTY AND MCHENRY COUNTY FOR CONSTRUCTION ENGINEERING (PHASE III) SERVICES AND CONSTRUCTION FOR A FULL INTERCHANGE ON INTERSTATE 90 AT ILLINOIS ROUTE 47

WHEREAS, the economic viability and regional transportation network in and around the Huntley area and reaching northward into McHenry County is hampered by the existing partial interchange at Illinois Route 47 and Interstate 90 which only provides access to and from the east; and

WHEREAS, the Illinois State Toll Highway Authority (ISTHA), the Illinois Department of Transportation (IDOT), the Village of Huntley, and the Counties of Kane and McHenry are desirous to construct a full interchange and associated improvements at the Illinois Route 47/Interstate 90 interchange which is part of the approved FY 2011 to 2015 McHenry County Division of Transportation Highway Improvement Program; and

WHEREAS, all parties had previously entered into agreements as approved by the McHenry County Board on September 16, 2008 and September 15, 2009 to fund conceptual engineering studies and contract plans and specifications that were required to design said full interchange and was paid for by the Village and Counties; and

WHEREAS, Kane, McHenry, Huntley, IDOT and ISTHA desire to enter into an intergovernmental agreement for the Phase III Construction of the Project; and

WHEREAS, Kane, McHenry, Huntley, IDOT, and ISTHA have determined a mutually satisfactory allocation of responsibilities and all costs for the Project as set forth in the intergovernmental agreement; and

WHEREAS, McHenry County's remaining financial participation is estimated at \$4,900,000.00 which represents the County's estimated share of the project cost plus 20% contingency, less the amount that McHenry County has already committed to financially towards engineering.

NOW THEREFORE BE IT RESOLVED, by the County Board of McHenry County that the Intergovernmental Agreement between McHenry County, Kane County, the Village of Huntley, IDOT, and the ISTHA attached hereto and made a part hereof, is hereby approved; and

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of one million six hundred thirty-three thousand three hundred thirty-three dollars and thirty-three cents (\$1,633,333.33) from the RTA Sales Tax Fund for FY 2012, OCA code 820006-6095, one million six hundred thirty-three thousand three hundred thirty-three dollars and thirty-three cents (\$1,633,333.33) from the RTA Sales Tax Fund for FY 2013, OCA code 820006-6095, one million six hundred thirty-three thousand three hundred thirty-three dollars and thirty-three cents (\$1,633,333.33) from the RTA Sales Tax Fund for FY 2014, OCA code 820006-6095 for said agreement; and

BE IT FURTHER RESOLVED, that the Chairman is hereby authorized to execute said agreement; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to transmit five certified copies of this resolution to the Director of Transportation/County Engineer, one each will be forwarded to the Village of Huntley, Kane County Division of Transportation, the Illinois Department of Transportation and the Illinois State Toll Highway Authority.

DATED at Woodstock, Illinois, this 1st day of November, A.D., 2011.

 KENNETH D. KOEHLER, Chairman
 McHenry County Board

ATTEST:

 KATHERINE C. SCHULTZ, County Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
THE ILLINOIS DEPARTMENT OF TRANSPORTATION
THE COUNTY OF MCHENRY
THE COUNTY OF KANE
AND
THE VILLAGE OF HUNTLEY**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____ AD, 20___, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "TOLLWAY"; THE STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the "DEPARTMENT"; THE COUNTY OF MCHENRY, a body corporate and politic of the State of Illinois, acting by and through its Division of Transportation, hereinafter called "MCHENRY COUNTY"; THE COUNTY OF KANE, a body corporate and politic of the State of Illinois, acting by and through its Division of Transportation, hereinafter called "KANE COUNTY"; and THE VILLAGE OF HUNTLEY, a municipal corporation of the State of Illinois, hereinafter called the "VILLAGE"; collectively referred to as "PARTIES" and individually referred to as "PARTY".

WITNESSETH:

WHEREAS, the PARTIES in order to facilitate the free flow of traffic and ensure safety to the motoring public, desire to improve the existing interchange at the Jane Addams Memorial Tollway (I-90) (hereinafter sometimes referred to as "Toll Highway") at Illinois Route 47, and included in TOLLWAY construction contract(s) including but not limited to TOLLWAY Contract I-11-5623 (hereinafter referred to as the "PROJECT") by making the following improvements:

Constructing the complete full access interchange as generally set forth in the preliminary plans therefore, entitled "I-90 Interchange with IL Route 47 Preliminary Submittal", dated 5/6/11 and any amendments made there to as agreed to by the PARTIES; and

WHEREAS, the PARTIES by this instrument, desire to determine and establish their respective responsibilities toward engineering, right of way acquisition, utility relocation, construction, funding and maintenance of the PROJECT as proposed; and

WHEREAS, the TOLLWAY by virtue of its powers as set forth in the "Toll Highway Act," 605 ILCS 10/1 is authorized to enter into this AGREEMENT; and

WHEREAS, the DEPARTMENT by virtue of its powers as set forth in 605 ILCS 5/101 is authorized to enter into this AGREEMENT; and

WHEREAS, MCHENRY COUNTY by virtue of its powers as set forth in the County Code 55 ILCS 5/1-1001 is authorized to enter into this AGREEMENT; and

WHEREAS, KANE COUNTY by virtue of its powers as set forth in the County Code 55 ILCS 5/1-1001 is authorized to enter into this AGREEMENT; and

WHEREAS, the VILLAGE by virtue of its powers as set forth in the Illinois Municipal Code 65 ILCS 5/1-1-1 is authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative Intergovernmental Agreement is appropriate and such an Agreement is authorized by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1.

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the parties hereto agree as follows:

I. ENGINEERING

- A. The VILLAGE, MCHENRY COUNTY and KANE COUNTY have agreed, to perform preliminary and final design engineering, obtain any necessary surveys, and prepare the final plans and specifications for the PROJECT, estimated at \$2,600,000, said costs to be shared equally among the VILLAGE, MCHENRY COUNTY and KANE COUNTY and to be credited as part of their overall PROJECT costs as detailed in the cost estimate, attached hereto as "EXHIBIT A". The VILLAGE, acting as lead agency for engineering, shall submit the preliminary and design engineering plans to the PARTIES for review and comment at the following stages of plan preparation:

60% Complete - Preliminary

90% Complete – Pre Final

100% Complete-Final

- B. The PARTIES shall review the plans and specifications which impact those highways under each PARTY's jurisdiction, within thirty (30) calendar days of receipt thereof. If the VILLAGE does not receive comments or objections from the PARTIES within this time period, the lack of response shall be deemed approval of the plans and specifications. Approval by the PARTIES shall mean the PARTIES agree with all specifications in the plans, including alignment and location of the PROJECT improvements which impact the highway under the jurisdiction of each PARTY. In the event of disapproval, the PARTIES will detail in writing their objections to the proposed plans and specifications for review and consideration by the VILLAGE
- C. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.

- D. The final approved plans and specifications for the PROJECT shall be promptly delivered to the PARTIES by the VILLAGE.
- E. The VILLAGE agrees to prepare all permit applications subject to TOLLWAY approval for submittal by the TOLLWAY.
- F. The TOLLWAY agrees to assume the overall PROJECT responsibility for the submittal of environmental permit applications, including assuring that all permits (U.S. Army Corps of Engineers, Office of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Environmental Protection Agency, etc.) wetland mitigation and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. All PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authority allow, with the timely acquisition and clearance of said permits mitigation and agreements, and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.
- G. The VILLAGE agrees to assume the responsibility for the development of the required PROJECT wetland mitigation strategy to be in compliance with all applicable Federal and State laws of which the TOLLWAY agrees to assume the responsibility for the implementation of the stated strategy which is to be assumed as part of the overall PROJECT cost.
- H. The TOLLWAY shall require all construction performed within the TOLLWAY's rights of way to comply with the TOLLWAY Standard Specifications and Supplemental Specifications for construction issued on June 1, 2011, as amended, and shall require all work performed within the DEPARTMENT's rights of way to conform to the current DEPARTMENT's Standards and Specifications.

II. RIGHT OF WAY

- A. The VILLAGE as part of Phase II Engineering shall perform all survey work and prepare all parcel plats and legal descriptions for all right of way (both permanent and temporary) necessary for the construction of the PROJECT pursuant to the plans and specifications as part of the overall PROJECT costs.
- B. The TOLLWAY shall obtain and prepare all right of way title work for use by the VILLAGE as part of the TOLLWAY's overall costs, and the TOLLWAY shall be credited an estimated \$340,000 towards the TOLLWAY's overall PROJECT costs. Upon receipt of the plats and legal descriptions from the VILLAGE, the TOLLWAY shall acquire the necessary right of way (both permanent and temporary) for the construction of the PROJECT as part of the overall PROJECT costs to be shared by all PARTIES in accordance with Section V.

- C. Right of way acquired exclusively for improvements to Illinois Route 47, I-90 or for other property or improvements to be maintained by the PARTIES (if needed), shall be acquired in the name of the TOLLWAY free and clear of all encumbrances and shall be conveyed by the TOLLWAY to the respective PARTY having jurisdiction and ownership after acquisition thereof by the TOLLWAY.
 - a. Parcel plats and legal descriptions for property required for TOLLWAY facilities shall conform to the TOLLWAY format.
- D. Right of way previously acquired by any of the PARTIES other than the TOLLWAY, (if any) shall be transferred by those PARTIES to the PARTY having jurisdiction and ownership, free and clear of any encumbrances, and the PARTY acquiring the right of way, upon proper documentation as outlined in Section II Subsection G, shall be credited that amount.
- E. It is understood that none of the PARTIES have consented in this AGREEMENT to the transfer of any interest in their property or rights of way which they deem necessary for the maintenance and operation of their respective highway systems.
- F. The DEPARTMENT agrees to convey fee simple title to the TOLLWAY of all right of way acquired by the DEPARTMENT that the TOLLWAY requires for the maintenance and operation of I-90 at no cost to the TOLLWAY, by virtue of its powers as set forth in 20 ILCS 2705/550.
- G. Right of way costs shall include the purchase price thereof, as well as the costs of negotiations, appraisals, title evidence, relocation assistance payment, property management, and such legal fees and expenses as may be necessary to acquire said right of way. These costs are to be considered PROJECT costs and shall be credited to the PARTY assuming those costs as part of their contribution as shown on EXHIBIT A.
- H. The DEPARTMENT, the VILLAGE and KANE COUNTY agree that prior to the award of the contract for the construction of the PROJECT, KANE COUNTY shall transfer, the VILLAGE shall accept jurisdiction and ownership of KANE COUNTY Highway No. 52 (commonly known as Manning Road) in its entirety from its intersection with KANE COUNTY Highway No. 21 (commonly known as Big Timber Road) to its intersection with Illinois Route 47 to the VILLAGE under a separate document(s) not germane to this AGREEMENT. The DEPARTMENT shall approve said jurisdictional transfer.

III. UTILITY RELOCATION

- A. The VILLAGE agrees to provide the PARTIES, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within the existing PARTIES rights of way which require adjustment as part of the PROJECT. As part of its PROJECT engineering responsibilities, the TOLLWAY shall identify adjustments to the aforementioned existing utilities.

- B. The VILLAGE agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of improvements.
- C. Each PARTY agrees to make arrangements for and issue all necessary utility permits for the PROJECT and cooperate with necessary adjustments to existing utilities located within the PARTIES existing rights of way, and on PARTIES proposed rights of way where improvements are proposed to be done in conjunction with the PROJECT, in accordance with the individual PARTIES Utility Policies.
- D. The PARTIES further agree if an individual PARTY incurs any out of pocket costs in causing the aforementioned existing utilities to be adjusted the costs thereof are to be considered PROJECT costs and shared by all PARTIES as shown on EXHIBIT A.

IV. CONSTRUCTION

- A. The TOLLWAY shall advertise and receive bids, obtain each individual PARTY's concurrence as to the amount of bids (for work to be funded wholly or partially by the PARTY) before award, award the contract(s) subsequent to January 1, 2012, provide construction engineering inspections and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications, subject to reimbursement by the PARTIES as hereinafter stipulated in Section V.
- B. After award of the construction contract(s), any proposed changes to the plans and specifications that affect any of the PARTIES shall be submitted to that individual PARTY for approval prior to commencing such work. Proposed changes that increase the cost of the PROJECT greater than 2% shall be deemed to affect a PARTY and/or all of the PARTIES. The PARTY or PARTIES in question shall review the proposed changes and indicate its approval or disapproval thereof in writing. If the proposed change to the plans and specifications are not acceptable, the PARTY shall detail in writing its specific objections. If the TOLLWAY receives no written response from the PARTY within fifteen (15) calendar days after delivery to the PARTY of the proposed change, the proposed change shall be deemed approved by the PARTY. Notwithstanding any disapproval by the PARTY, the TOLLWAY may, after considering the PARTY's objections, proceed as the Chief Engineer of the TOLLWAY deems appropriate.
- C. After award of the construction contract(s), assuming there are no proposed changes to the plans and specifications that affect any of the PARTIES, the TOLLWAY shall provide thirty (30) calendar days written notice to the PARTIES prior to commencement of work on the PROJECT.
- D. The TOLLWAY shall require its contractor(s) working within the PARTIES respective rights of way to comply with the indemnification provision contained at Section 107.26 in the TOLLWAY Standard Specifications Supplemental Specifications for construction, issued on June 1, 2011 or the indemnification provision in the applicable version of the TOLLWAY's Standard Specifications subsequently in effect.

- E. The TOLLWAY's sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract(s). The TOLLWAY shall carry out applicable requirements of 49 CFR Part 26, in the award and administration of DEPARTMENT assisted contracts. Failure by the TOLLWAY to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the DEPARTMENT deems appropriate.
- F. The TOLLWAY shall require that each PARTY, and their agents, officers and employees be included as additional insured PARTIES in the General Liability Insurance the TOLLWAY requires of its contractor(s) and that the PARTIES will be added as an additional protected PARTY on all performance bonds required of the contractor(s). These requirements shall be included in the Special Provisions of the construction contract(s).
- G. Each PARTY with jurisdiction over any right of way that is part of the PROJECT and their authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects their highway system. Each PARTY with jurisdiction over right of way that is part of the PROJECT shall assign personnel to perform inspections on behalf of that PARTY of all work included in the PROJECT that affects their individual right of way, and will deliver written notices to the Chief Engineer of the TOLLWAY advising the TOLLWAY as to who has been assigned to perform said inspections. The PARTIES with jurisdiction over right of way that is part of the PROJECT, on their own behalf and on the behalf of any entity working on behalf of the PARTIES pursuant to this AGREEMENT, agree to the extent permitted by law, to indemnify and hold harmless the TOLLWAY, its officers, directors, employees and agents from and against, and shall pay all damages, costs and expenses, including attorneys' fees (including the internal costs related to the Attorney General of the State of Illinois) incurred by the Indemnified PARTIES with respect to any claim arising out of or relating to bodily injury, including death, or property damage caused by any of the PARTIES or their employees', agents' or representatives' acts or omissions in the performance of the PARTIES obligations pursuant to this paragraph.
- H. Notices required to be delivered by any PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- I. No inspections or approvals of the specifications or the work by any PARTY or their employees, officers or agents shall relieve the TOLLWAY's contractor(s) of responsibility and liability for the proper performance of the work as determined by the TOLLWAY. TOLLWAY inspections and approvals shall not be considered a waiver of any right the PARTIES may have pursuant to this AGREEMENT. All PARTIES communications and correspondence with the TOLLWAY's contractor(s) or relating to a contract shall be through the TOLLWAY, unless otherwise specifically approved by the Chief Engineer of the TOLLWAY. In the event a PARTY representative discovers PARTY related work that is not being performed or has not been performed in accordance with the approved plans and specifications, the representative shall promptly

notify in writing the Chief Engineer of the TOLLWAY or the Chief Engineer's duly designated representative.

- J. The TOLLWAY shall give notice to the PARTIES upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by various PARTIES, and each PARTY may make an inspection thereof not later than seven (7) calendar days after notice thereof. If the PARTY does not perform a final inspection within seven (7) calendar days after receiving notice of completion of 100% of all PROJECT construction contracts or other inspection arrangements are not agreed to by the PARTIES hereto, the PROJECT shall be deemed accepted by that PARTY. At the request of the PARTY, the TOLLWAY's representative shall join in on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the PARTY representative shall give immediate verbal notice to the TOLLWAY's representative of any deficiency, and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the Chief Engineer of the TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The PARTY shall perform such joint re-inspections within seven (7) calendar days after receiving notice from the TOLLWAY that the deficiencies have been remedied.
- K. The TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the TOLLWAY Standard Specifications Supplemental Specifications for construction, issued on June 1, 2011 or the Canceled Items provision in the applicable version of the TOLLWAY's Standard Specifications. Any alteration that would increase the cost of the PROJECT greater than 2% shall require the approval of the PARTIES.

V. FINANCIAL

- A. It is mutually agreed by the PARTIES hereto that estimated cost of preliminary and final design engineering for the PROJECT is estimated at \$2,600,000. It is further agreed that the VILLAGE shall act as the lead agency for preliminary and final design engineering and share the initial cost equally with MCHENRY COUNTY and KANE COUNTY in accordance with the Resolution Authorizing an Intergovernmental Agreement with Kane County, McHenry County and the Village of Huntley – Start Up Agreement Engineering Services Agreement for the I-90/Route 47 Full interchange Engineering Design executed on May 22, 2008, the Intergovernmental Agreement Between the Village of Huntley, the County of McHenry and the County of Kane for Professional Engineering Services Interstate 90 at Illinois Route 47 Full Interchange dated May 22, 2008 and fully executed on November 14, 2008, and the Intergovernmental Agreement Between the Village of Huntley, the County of McHenry and the County of Kane for Phase II Design Engineering Services: I-90 at Route 47 Full Interchange dated October 7, 2009 and fully executed on November 16, 2009, which are attached hereto and referred to herein by reference. The shared costs shall be credited towards the VILLAGE, MCHENRY

COUNTY and KANE COUNTY's PROJECT obligation as hereinafter shown on EXHIBIT A.

- B. The TOLLWAY agrees to pay for PROJECT related right of way acquisition, construction engineering and construction costs subject to reimbursement as hereinafter stipulated.
- C. The PARTIES agree to pay their share of overall PROJECT costs as hereinafter stipulated and as shown on EXHIBIT A.
- D. It is mutually agreed by the PARTIES hereto that the estimated cost of the PROJECT is \$68,505,198.00 as shown on EXHIBIT A.
- E. It is further agreed that notwithstanding the estimated cost, the PARTIES will be responsible for the actual costs to construct the PROJECT. The obligations of the PARTIES shall be as follows and as shown on EXHIBIT A:

TOLLWAY	50.000%	
DEPARTMENT	25.979%	\$17,380,000 maximum.
VILLAGE	9.059%	
KANE COUNTY	8.427%	
MCHENRY COUNTY	6.535%	

- F. It is mutually agreed by the PARTIES hereto that credit(s) toward the PARTIES PROJECT obligations shall be predicated upon actual costs expended and the providing of proper documentation accepted by all PARTIES. The acceptance of proper documentation shall not be unreasonably withheld by any PARTY.
- G. The VILLAGE, KANE COUNTY, and MCHENRY COUNTY all agree that subsequent to the full execution of this AGREEMENT, upon award of the contract for the PROJECT, and receipt of an invoice from the TOLLWAY based on actual bid prices, each PARTY will pay to the TOLLWAY within thirty (30) calendar days of receipt of the invoice an amount equal to 33% of its obligation incurred under this AGREEMENT, based on actual bid prices. Upon the first anniversary of the award of the PROJECT and receipt of an invoice from the TOLLWAY based on actual bid prices, each PARTY will pay to the TOLLWAY within thirty (30) calendar days of receipt of the invoice an amount equal to 33% of its obligation. Upon the second anniversary of the award of the PROJECT and receipt of an invoice from the TOLLWAY, each PARTY will pay to the TOLLWAY within thirty (30) calendar days of receipt of the invoice an amount equal to 10% of its obligation based upon actual bid prices/final costs if available. Upon the third anniversary of the award of the PROJECT or first anniversary of the completion of the PROJECT, whichever comes first, each PARTY will pay to the TOLLWAY within thirty (30) calendar days of receipt of an invoice from the TOLLWAY the remainder of its obligation based upon final costs.

- H. The DEPARTMENT agrees that upon award of the contract for this PROJECT and receipt of an invoice from the TOLLWAY based on actual bid prices, the DEPARTMENT will pay to the TOLLWAY, an amount equal to 90% of its obligation incurred under this AGREEMENT, based upon actual bid prices, and will pay to said TOLLWAY the remainder of its obligation in a lump sum, upon completion of the PROJECT, based on final cost, up to a maximum amount of \$17,380,000.
- I. Any PARTY can cancel or request reconsideration of this AGREEMENT if prior to the award of the construction contract it is estimated that the total cost of the PROJECT will exceed \$68,505,198.00 by more than 20% or a construction contract has not been awarded within five (5) years of the effective date of this AGREEMENT. Any PROJECT costs incurred by any and all PARTIES prior to the cancellation or reconsideration of this AGREEMENT shall be shared pursuant to the allocation of PROJECT costs set forth in Section V Sub-Section E and be payable within thirty (30) calendar days of receipt of an invoice from the TOLLWAY.
- J. Any PARTY may request, after the construction contract(s) are let by the TOLLWAY, that supplemental work that increases the total costs of the PROJECT or more costly substitute work be added to the construction contract(s). The TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.

VI. MAINTENANCE - DEFINITIONS

- A. The term "local" means any PARTY to this AGREEMENT other than the TOLLWAY. With respect to this AGREEMENT, it either means the DEPARTMENT, MCHENRY COUNTY, KANE COUNTY, or the VILLAGE.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the PARTIES, other than the TOLLWAY.
- C. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not limited to:
- D. "Routine maintenance" refers to the day to day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal, and grate and scupper cleaning and repair, including compliance with state laws and local ordinances.

- E. "Structural maintenance" refers to the integrity of the grade separation structure, including abutments, bridge deck beams, bridge deck (except wearing surface), expansion joints, parapet walls and drainage structures.
- F. "Signal maintenance" refers to all aspects of installation, repair, replacement, timing, and operation of traffic signals, including signal loops, signal supports or bases, interconnects to Ramp Queue Detection Warning Systems and power, but shall not include permanently installed variable message signs or temporary signals or signs relating to construction or repair projects.
- G. "Lighting maintenance" refers to all aspects of installation, repair, replacement and operation of roadway lighting including power, but shall not include temporary lighting relating to construction or repair projects.
- H. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roadway or right of way which causes or threatens imminent danger or destruction to roadway facilities or rights of way of the parties hereto, to the motoring public, or to public health, safety or welfare, including but not limited to accident restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.
- I. The term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only, and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.
- J. The terms "notify", "give notice" and "notification" refer to written, verbal or digital communication from one party to another concerning a matter covered by this AGREEMENT, for which the party transmitting the communication produces and retains a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.
- K. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a party may arrange for actual performance of the duty or provision of the service by another competent entity if the other party to this AGREEMENT is notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.
- L. The terms "consultation" or "consult with" refer to the duty of a party to give notice to the other party of a proposed action, with reasonable time for that party to respond, but the party with the duty to consult may proceed with the proposed action if the other party does not respond within the time frame set forth in the notice provided, or in the case of the TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineer.

- M. The term "approve" refers to the duty of a party not only to consult with the other party but also to provide consent for the proposed action and to retain a record which documents such consent.
- N. The term "grade separation structure" refers to all structural elements between the abutments and below the wearing surface of a bridge carrying one roadway over another, unless otherwise specified.
- O. These are three types of bridge structures that intersect the TOLLWAY rights of way:
 - Type 1. An intersection where a grade separation structure has been constructed to carry the toll highway over the local road.
 - Type 2. An intersection where a grade separation structure has been constructed to carry the local road over the toll highway.
 - Type 3. An intersection where a partial or complete ramp interchange system, as well as a grade separation structure, has been constructed between the local road and the toll highway.

VII. MAINTENANCE - RESPONSIBILITIES

- A. The TOLLWAY agrees to maintain, or cause to be maintained, I-90 in its entirety.
- B. The DEPARTMENT agrees to maintain, or cause to be maintained, Illinois Route 47, in its entirety except as noted herein. The DEPARTMENT shall be responsible for the roadway lighting along Illinois Route 47 that is required for the interchange and the associated limited transition lighting.
- C. KANE COUNTY agrees to retain jurisdiction of, maintain, or cause to be maintained, all highways under its jurisdiction affected by this PROJECT, in their entirety.
- D. The VILLAGE agrees to retain jurisdiction of, maintain, or cause to be maintained, all highways under its jurisdiction affected by this PROJECT, in their entirety. The VILLAGE further agrees that it shall be responsible for all roadway lighting along Illinois Route 47, installed as part of this PROJECT, beyond what is required for the interchange and associated limited transition lighting.
- E. The bridge improvements being constructed under this AGREEMENT are of the following types as described in Section VI, Paragraph O above and involve the following roadway(s):

Type of Bridge Structure	Affected Roadway
Type 3	Illinois Route 47

1. Type 1 - TOLLWAY Right of Way over a DEPARTMENT Roadway

The DEPARTMENT has all maintenance responsibility as to the following:

- a. All DEPARTMENT right of way, highway roadways, guardrail and other protective devices, pier protective structures or devices, roadway slopes and shoulders, including but not limited to the portions thereof underneath the grade separation structure;
- b. All drainage facilities on DEPARTMENT right of way which drain DEPARTMENT highway facilities, except such facilities installed by the TOLLWAY on DEPARTMENT property for the purpose of carrying exclusively Toll Highway drainage;
- c. All underpass lighting;
- d. All DEPARTMENT traffic signals;

The TOLLWAY has all maintenance responsibility as to all remaining portions of the TOLLWAY right of way at an intersection not maintained by the DEPARTMENT, as set forth herein, including but not limited to the entire grade separation structure, drainage facilities, bridge slope walls and embankments within TOLLWAY access control fencing, and fences.

2. Type 2 - DEPARTMENT Roadway over TOLLWAY Right of Way

The DEPARTMENT has all maintenance responsibility as to the following:

- a. All DEPARTMENT right of way and DEPARTMENT highway roadway approaches to the grade separation structure, including but not limited to pavement, curb and gutter, shoulders, sidewalks, guardrail, approach slabs, and approach embankments outside access control fences.
- b. The following portions of the grade elevation structure:
- c. The wearing surface;
- d. The deck, below the wearing surface and above the structural beams including expansion joints, parapet walls, railings, etc.;
- e. Drainage facilities above structural beams and girders;
- f. All lighting except underpass and as described herein;
- g. All DEPARTMENT signals and signs;

- h. To the extent not addressed in other intergovernmental agreements to which the DEPARTMENT is a PARTY, any facilities designed for traffic other than motor vehicles, such as bicycle or pedestrian paths or lanes;
- i. All drainage facilities carrying exclusively DEPARTMENT drainage.

The TOLLWAY has all maintenance responsibility for all portions thereof not maintained by the DEPARTMENT as set forth herein, including but not limited to the following:

- j. All parts of the grade separation structure, including but not limited to bearings, beams, girders, slope walls, abutments and piers;
 - k. All fences along TOLLWAY routes, except overpass fencing installed to separate pedestrians, bicycles and non-vehicular traffic from highway traffic;
 - l. All bridge deck downspouts, from a clean-out installed directly below the scuppers to the outfall;
 - m. All remaining drainage facilities installed for the purpose of carrying exclusively Toll Highway drainage;
 - n. All underpass lighting.
3. Type 3 - Bridge Structure with a Partial or Complete Ramp Interchange System

The DEPARTMENT and the TOLLWAY shall have the same maintenance responsibilities for the grade separation structure as set forth above for "TOLLWAY over" and "DEPARTMENT over".

- a. At all bridge structures with a partial or complete interchange system; the DEPARTMENT has all maintenance responsibility for the following:
- b. All DEPARTMENT right of way, highway roadway and highway turning lane facilities, including pavement, curb and gutter, barrier wall, pavement marking deceleration and acceleration merging lanes contiguous to the DEPARTMENT highway pavement connecting the DEPARTMENT highway roadway pavement with TOLLWAY ramps;
- c. All grassed areas and embankments along DEPARTMENT highway roadway, outside fences installed to protect the Toll Highway;
- d. All traffic signals on the DEPARTMENT highway and at the intersections between the DEPARTMENT highway and the ramps to and from the Toll Highway;
- e. All guardrails on the DEPARTMENT right of way and highway roadway;

- f. All drainage facilities on DEPARTMENT highways, except for drainage structures under Toll Highway ramps;
- g. All lighting on the DEPARTMENT right of way and on areas of the intersection outside fences installed to protect the Toll Highway.

The TOLLWAY has all maintenance responsibility for the following:

- h. All ramp facilities on Toll Highway right of way or inside fences installed to protect the Toll Highway, and all pavement, shoulders, curb and gutter, pavement marking and delineators of both entrance and exit ramps onto and from the Toll Highway as follows:
 - i. At diamond interchanges, or where ramps are signalized, the TOLLWAY shall maintain ramps which intersect at approximately ninety (90) degrees to the DEPARTMENT highway, as well as right turn exit ramps for which no acceleration merge lane has been developed, to the point of connections with the DEPARTMENT's highway system which point shall be the longitudinal (to the DEPARTMENT highway roadway pavement), construction joint or edge of pavement of the outside (far right) through lane of the DEPARTMENT highway roadway;
 - j. At all ramps onto and from the Toll Highway for which acceleration-deceleration merge lanes, collector-distributor roads or through lanes have been developed at the connection with DEPARTMENT highway roadway, or which otherwise do not conform to the description in subparagraph (i) above, the TOLLWAY shall maintain ramps to a point of connection defined by a line drawn at a forty five (45) degree angle to the edge of pavement of the outside DEPARTMENT highway roadway through traffic lane (or collector-distributor lane) passing through the nose (gore) of the ramp to its intersection with the outside edge of said ramp;
 - k. At interstate to interstate interchanges, ramps, including traffic surveillance equipment, from one agency to another shall be maintained by the agency from which traffic is exiting to the point of connection of the exit ramp to the receiving agency mainline pavement. Notwithstanding, the TOLLWAY shall maintain all ramp bridge structures;
 - l. All grassed area and embankments, traffic signs, guardrail, drainage facilities and other structures not to be maintained by the DEPARTMENT as set forth above;
 - m. All lighting installed on TOLLWAY right of way or inside fences installed to protect the Toll Highway, for the purpose of illuminating the Toll Highway and ramps to and from the Toll Highway, except as otherwise specified elsewhere in this AGREEMENT;
 - n. Sound walls installed by the TOLLWAY.
- F. The PARTIES agree that the TOLLWAY reserves the exclusive right to approve the following:

1. Any and all signage affixed to the grade separation structure or placed on TOLLWAY right of way;
2. The permitting of any and all loads traversing the grade separation structure which exceed the limits set forth in Title 92 Chapter 4 Part 2520 Appendix A of the Illinois Administrative Code;
3. Pavement markings, including embedded reflectors;
4. Standards governing right of way maintenance;
5. Restriction of load limits for the grade separation structure, in the event bridge conditions so warrant, provided that the TOLLWAY will consult with the DEPARTMENT as to the bridge conditions which warrant such restrictions;
6. Closure of lanes of traffic on the grade separation structure, for a repair or replacement project or in the event bridge conditions so warrant, provided that the TOLLWAY will consult with the DEPARTMENT before such closure;
7. Attachment to the grade separation structure, or placement on or across TOLLWAY right of way, of any and all conduit, pipe, wire, pole, device or appurtenance, provided that if such attachment or placement is directly in connection with operation of the DEPARTMENT roadway or performance of DEPARTMENT maintenance obligations under this AGREEMENT, the DEPARTMENT may make such attachment or placement after consultation with the TOLLWAY.
- G. The PARTIES agree that each PARTY has the duty as set forth in this AGREEMENT to perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill their respective obligations under this AGREEMENT.
- H. In the event that one PARTY observes that emergency maintenance is needed, then the observing PARTY shall immediately notify the others of the observed condition, the nature of the immediate need, and a general description of the measures the observing PARTY intends to take to remedy the immediate need. The observing PARTY may then implement such measures without consultation, provided however that the observing PARTY remains subject to such emergency response and disaster protocols as apply generally to governmental entities. The other PARTIES shall not be charged for the cost of the emergency measures taken by the observing PARTY, except after consultation and then only to the extent such maintenance is within the duties of the other PARTIES under this AGREEMENT.
- I. In the event that any PARTY places, on the grade separation structure or on the right of way of the other, appurtenances such as architectural enhancements, "gateway logos", conduit pipe, or other devices which are not directly required in connection with the TOLLWAY or DEPARTMENT roadway operations or required for the performance of maintenance obligations of the respective PARTY under this AGREEMENT, then the

PARTY placing such appurtenances shall have sole responsibility for all maintenance, repair, replacement, removal and/or renewal of such items, including such maintenance, repair, replacement, removal and/or renewal of such items which is necessitated by maintenance projects performed by the other PARTY pursuant to this AGREEMENT.

- J. Signalization and pavement markings at the interchange, if any, will be under the control of the DEPARTMENT. Such control shall be subject to reasonable review and approval of signal timing, traffic progression and pavement marking by the TOLLWAY. The DEPARTMENT consents to the interconnection of a Ramp Queue Detection/Warning System installed on Toll Highway exit ramps to both the temporary and permanent traffic signal system and will program the traffic signal option to give exit ramps priority to preclude exiting traffic from backing up onto TOLLWAY mainline pavement.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. It is understood and agreed by the PARTIES hereto that this AGREEMENT shall supersede any and all earlier Agreements entered into by the PARTIES hereto regarding maintenance of any of the PARTIES highways and Toll Highway facilities within the limits of this PROJECT.
- B. During construction, the PARTIES shall continue to maintain all portions of the PROJECT within each PARTY's respective right of way that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications.
- C. All items of construction which are stipulated in this AGREEMENT to be maintained by a PARTY(IES) shall, upon completion of construction and final inspection, be the sole maintenance responsibility of that PARTY(IES).
- D. The DEPARTMENT and the TOLLWAY agree to remove all snow and ice from the roadways under their respective jurisdiction, and such removal shall be accomplished in such a manner as not to block or obstruct any roadway of the other PARTIES.
- E. Nothing herein is intended to prevent or preclude the PARTIES from entering into reciprocal agreements in the future for any particular interchange for the efficient removal of snow, ice, and debris or for incident management.
- F. The DEPARTMENT agrees to allow the TOLLWAY to review major roadway access issues along Illinois Route 47 that arise within one half (1/2) mile from the centerline of the I-90 Toll Highway. All access control shall be addressed for the mutual benefit of the DEPARTMENT and the TOLLWAY in an effort to maintain free traffic movement at points of intersection. The DEPARTMENT and the TOLLWAY encourage private sector funding of regional collector/distributor roadways to minimize throughway traffic impacts. For those sections where access control has been purchased by the TOLLWAY, the TOLLWAY agrees to review and coordinate access requests with the

DEPARTMENT. For those sections with no access control, the DEPARTMENT shall retain the exclusive statutory right to control access to Illinois Route 47.

- G. THE DEPARTMENT agrees to allow the TOLLWAY to review all signalization and timing issues that arise within one half (1/2) mile from the centerline of the I-90 Toll Highway on DEPARTMENT owned and maintained roadways. The DEPARTMENT agrees to discuss any reasonable comments and concerns with the TOLLWAY. The TOLLWAY's comments will primarily focus on safety considerations for priority traffic movement off of the Toll Highway to prevent backups which may extend onto the mainline pavement.
- H. The DEPARTMENT and the TOLLWAY agree to cooperatively manage incidents as expeditiously as possible to minimize impact and maximize response efficiency. Each agency shall be responsible for incident management within their jurisdictional limits and shall provide reciprocal timely incident response, management, and notification as need demands regardless of incident location.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an INTERGOVERNMENTAL AGREEMENT between the Illinois Department of Transportation, the County of McHenry, the County of Kane, the Village of Huntley, and the Illinois State Toll Highway Authority.
- B. It is understood and agreed by the PARTIES hereto, that the TOLLWAY shall have jurisdiction of I-90 (Jane Addams Memorial Tollway) the DEPARTMENT shall retain jurisdiction of Illinois Route 47 traversed or affected by I-90 except as otherwise expressly provided for in this AGREEMENT, KANE COUNTY and the VILLAGE shall retain jurisdiction of their respective highways traversed or affected by I-90 except as otherwise expressly provided for in this AGREEMENT. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.
- C. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- D. Wherever in this AGREEMENT approval or review by any of the PARTIES is provided for, said approval or review shall not be unreasonably delayed or withheld.
- E. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the construction of the PROJECT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be

changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.

- F. In the event of a dispute between the DEPARTMENT, MCHENRY COUNTY, KANE COUNTY, the VILLAGE and the TOLLWAY representatives in the preparation of the Plans and Specifications, or changes thereto, or in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the TOLLWAY, the Deputy Director/Region One District Engineer of the DEPARTMENT, the County Engineer of MCHENRY COUNTY, the Director of Transportation of KANE COUNTY and the Village Manager/Village Engineer of the VILLAGE shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications or in the carrying out of the terms of this AGREEMENT, the decision of the Chief Engineer of the TOLLWAY shall be final.
- G. This AGREEMENT may be executed in five (5) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- H. The TOLLWAY agrees that in the event any work is performed by other than TOLLWAY forces, the applicable provisions of the "Prevailing Wage Act" 820 ILCS 130/1 shall apply.
- I. Under penalties of perjury, the DEPARTMENT certifies that its correct Federal Tax Identification number is 10 0049401 and it is doing business as a governmental entity, whose mailing address is Illinois Department of Transportation, Region One/District One, 201 W. Center Court, Schaumburg, Illinois 60196.
- J. Under penalties of perjury, MCHENRY COUNTY certifies that its correct Federal Tax Identification number is _____ and it is doing business as a governmental entity, whose mailing address is McHenry County Division of Transportation, 16111 Nelson Road, Woodstock, Illinois 60098.
- K. Under penalties of perjury, KANE COUNTY certifies that its correct Federal Tax Identification number is 36-6006585 and it is doing business as a governmental entity, whose mailing address is Kane County Division of Transportation, 41W011 Burlington Road, Saint Charles, Illinois 60175.
- L. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is _____ and it is doing business as a governmental entity, whose mailing address is Village of Huntley, 10987 Main Street, Huntley, Illinois 60142.
- M. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.

- N. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within five (5) years subsequent to the date of execution of this AGREEMENT.
- O. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- P. The failure by any of the PARTIES to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by any of the PARTIES unless such provision is waived in writing.
- Q. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in DuPage County, Illinois.
- R. All notices shall be in writing and shall be personally delivered or mailed to the following persons at the following addresses:

To the TOLLWAY: Illinois Toll Highway Authority
2700 Ogden Avenue
Downers Grove, IL 60515
Attn: Chief Engineer

To the DEPARTMENT: Illinois Department of Transportation
Region One/District One
201 W. Center Court
Schaumburg, IL 60196
Attn: Deputy Director/Region One Engineer

To MCHENRY COUNTY: McHenry County Division of Transportation
16111 Nelson Road
Woodstock, IL 60098
Attn: County Engineer

To KANE COUNTY: Kane County Division of Transportation
41W011 Burlington Road
Saint Charles, IL 60175
Attn: Director of Transportation

To the VILLAGE: Village of Huntley
10987 Main Street
Huntley, IL 60142
Attn: Village Manager

- S. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.
- T. The PARTIES certify that they are not barred from being awarded a contract under 30 ILCS 500/50-10. Section 50-10 prohibits a contractor from entering into a contract with a State agency if the contractor has been convicted of a felony and 5 years have not passed from the completion of the sentence for that felony. The contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.
- U. The PARTIES certify that neither the PARTIES nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
- V. The PARTIES agree to maintain books and records related to the performance of this AGREEMENT and necessary to support amounts charged to the TOLLWAY and/or the PARTIES under the AGREEMENT for a minimum of three (3) years from the last action on the AGREEMENT. The PARTIES further agree to cooperate fully with any audit and to make its books and records, and books and records within its custody or control available to the Illinois Attorney General, the Illinois Auditor General, the TOLLWAY Inspector General, the TOLLWAY Department of Internal Audit, the TOLLWAY or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.
- W. Financial obligations of the DEPARTMENT and the TOLLWAY will cease immediately without penalty or further payment being required, if in any Fiscal Year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract(s). Notwithstanding, if this provision is triggered, all maintenance and non-financial obligations shall remain in force. Financial obligations will resume immediately, if in any Fiscal Year, the Illinois General Assembly or Federal funding source make funds available once again for this contract(s).

IN WITNESS THEREOF, the parties have executed this AGREEMENT on the dates indicated.

THE VILLAGE OF HUNTLEY

By: _____
Charles H. Sass, Village President

Attest: _____
Rita M. McMahan, Village Clerk

Date: _____

MCHENRY COUNTY

By: _____
Ken Koehler, Chairman,
McHenry County Board

Attest: _____
Katherine C. Schultz, Clerk,
McHenry County Board

Date: _____

KANE COUNTY

By: _____
Karen McConnaughay, Chairman,
Kane County Board

Attest: _____
John A. Cunningham, Clerk,
Kane County Board

Date: _____

THE ILLINOIS DEPARTMENT OF TRANSPORTATION

By: _____
Ann L. Schneider,
Acting Secretary of Transportation

Date: _____

By: _____
Christine M. Reed
Director-Division of Highways
Chief Engineer

Date: _____

By: _____
Matt Hughes
Acting Director of Finance
and Administration

Date: _____

By: _____
Ellen J. Schanzle-Haskins
Chief Counsel

Date: _____

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Kristi Lafleur, Executive Director

Date: _____

By: _____
Michael Colsch, Chief of Finance

Date: _____

By: _____
Elizabeth M.S. Looby, Acting General Counsel

Date: _____

Approved as to form and constitutionality

Tiffany I. Bohn, Assistant Attorney General,
State of Illinois

JMR_IGA_ISTHA_IDOT_McHenryCo_KaneCo_Huntley_I90@IL47_Revised083011.doc

DRAFT

**EXHIBIT A
ESTIMATE OF COST PARTICIPATION**

<u>TYPE OF WORK</u>	<u>TOLLWAY</u>		<u>DEPARTMENT</u>		<u>VILLAGE</u>		<u>KANE COUNTY</u>		<u>MCHENRY COUNTY</u>		<u>TOTAL</u>
	<u>COST</u>	<u>%</u>	<u>COST</u>	<u>%</u>	<u>COST</u>	<u>%</u>	<u>COST</u>	<u>%</u>	<u>COST</u>	<u>%</u>	
All roadway work excluding the following:	\$ 17,611,776.50	50%	\$ 9,151,078.99	25.98%	\$ 3,191,253.93	9.06%	\$ 2,969,345.55	8.43%	\$ 2,300,098.03	6.53%	\$ 35,223,553.00
Bridge Work	\$ 3,059,410.50	50%	\$ 1,589,669.70	25.98%	\$ 554,365.18	9.06%	\$ 515,816.61	8.43%	\$ 399,559.01	6.53%	\$ 6,118,821.00
Sidewalk	\$ 9,970.00	50%	\$ 5,180.41	25.98%	\$ 1,806.57	9.06%	\$ 1,680.94	8.43%	\$ 1,302.08	6.53%	\$ 19,940.00
Lighting	\$ 908,360.50	50%	\$ 471,984.12	25.98%	\$ 164,594.92	9.06%	\$ 153,149.58	8.43%	\$ 118,631.88	6.53%	\$ 1,816,721.00
Watermain Work	\$ 86,961.00	50%	\$ -	0%	\$ 29,044.97	16.70%	\$ 29,044.97	16.70%	\$ 28,871.06	16.60%	\$ 173,922.00
Traffic Signal Work	\$ 636,438.50	50%	\$ 330,693.44	25.98%	\$ 115,322.66	9.06%	\$ 107,303.53	8.43%	\$ 83,118.87	6.53%	\$ 1,272,877.00
Land Acquisition	\$ 6,500,000.00	50%	\$ 3,377,400.00	25.98%	\$ 1,177,800.00	9.06%	\$ 1,095,900.00	8.43%	\$ 848,900.00	6.53%	\$ 13,000,000.00
Land Acquisition Title Work	\$ 170,000.00	50%	\$ 88,332.00	25.98%	\$ 30,804.00	9.06%	\$ 28,662.00	8.43%	\$ 22,202.00	6.53%	\$ 340,000.00
Utility Relocation	\$ 1,542,751.00	50%	\$ -	0%	\$ 515,278.83	16.70%	\$ 515,278.83	16.70%	\$ 512,193.34	16.60%	\$ 3,085,502.00
Wetland Mitigation	\$ 257,489.50	50%	\$ 133,791.54	25.98%	\$ 46,657.10	9.06%	\$ 43,412.73	8.43%	\$ 33,628.13	6.53%	\$ 514,979.00
Design Engineering	\$ 1,244,250.00	50%	\$ 646,512.30	25.98%	\$ 225,458.10	9.06%	\$ 209,780.55	8.43%	\$ 162,499.05	6.53%	\$ 2,488,500.00
Construction Engineering	\$ 2,225,191.50	50%	\$ 1,156,209.51	25.98%	\$ 403,204.70	9.06%	\$ 375,167.29	8.43%	\$ 290,610.00	6.53%	\$ 4,450,383.00
Subtotal	\$ 34,252,599.00		\$ 16,950,852.01		\$ 6,455,590.96		\$ 6,044,542.58		\$ 4,801,613.45		\$ 68,505,198.00
Credit for Design Engineering					\$ (866,667.00)	33%	\$ (866,667.00)	33%	\$ (866,667.00)	33%	\$ (2,600,000.00)
Credit for Land Acquisition Title Work	\$ (340,000.00)										\$ (340,000.00)
Total	\$ 33,912,599.00		\$ 16,950,852.01		\$ 5,588,923.96		\$ 5,177,875.58		\$ 3,934,946.45		\$ 65,565,198.00

- NOTES:**
1. The PARTIES hereto cost participation shall be predicated on the percentages shown above for the specified work.
 2. The PARTIES hereto cost's shall be determined by multiplying the final quantities times the contract(s) unit price.
 3. The VILLAGE, KANE COUNTY and MCHENRY COUNTY shall receive a credit towards their overall PROJECT costs by equally sharing the costs of preliminary and design engineering which includes obtaining any necessary surveys, and preparing the plans and specifications for the PROJECT.
 4. The TOLLWAY shall receive a credit towards its overall PROJECT costs by obtaining and preparing all right of way title work for use by the VILLAGE.
 5. The VILLAGE shall receive a credit towards its overall PROJECT costs from the VILLAGE's prior acquisition of 0.133 acres of land purchased for the PROJECT.
 6. The DEPARTMENT's total cost participation shall be based upon final costs up to a maximum amount of \$17,380,000.00.

**RESOLUTION
APPROPRIATING FUNDS FOR PARCEL TITLE SEARCHES**

WHEREAS, the McHenry County Division of Transportation has the need to often acquire property to be able to implement County Highway projects; and

WHEREAS, as part of the land acquisition process the County needs to verify the ownership of a given property through a title search; and

WHEREAS, this is an annual budgeted expense by the Division of Transportation to provide for said title searches; and

WHEREAS, the Division of Transportation has utilized the services of Wheatland Title Company for the past eight years receiving good service; and

WHEREAS, the Transportation Committee has reviewed and recommends approval of the appropriation in the amount of \$50,000 from the County Option Motor Fuel Tax Fund and to continue the services of Wheatland Title Company.

NOW THEREFORE BE IT RESOLVED, by the McHenry County Board that there is hereby appropriated the sum of fifty thousand dollars (\$50,000.00) from the County Option Motor Fuel Tax Fund, OCA code 820125-6090, for these administrative related expenses for land acquisition; and

BE IT FURTHER RESOLVED, that the McHenry County Division of Transportation continue to use the services of Wheatland Title Company for said parcel title searches; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to distribute a certified copy of this resolution to the Director of Transportation/County Engineer.

DATED at Woodstock, Illinois this 1st day of November, A.D. 2011.

KENNETH D. KOEHLER, Chairman
McHenry County Board

ATTEST:

KATHERINE C. SCHULTZ, County Clerk

McHenry County Division of Transportation



Project Status Update October 19, 2011



JAMES R. RAKOW ROAD



Reconstruction and widening from Ackman Road to IL 31 including multi-use path bridge over Rakow Road.

The mainline concrete base course pours for Stage I (eastbound lanes) are now complete with turn lanes, intersection pours and curb & gutter in progress. Asphalt paving will start the third week of October, and the eastbound traffic is anticipated to be driving on the new pavement by the end of October. Intersection reconstruction will continue and the westbound traffic should then be shifted to the new pavement around the third week of November.

Estimated Completion: November 30, 2012
Contract Amount: \$26.6 million (Construction)
\$ 3.5 million (Construction Engineering)



Follow us on Twitter @RakowRoad and the website at www.RakowRoad.com

BRIDGE PROJECTS

North Union Road Bridge Replacement

Contract Amount: \$1.54 million.
Project complete and OPENED to traffic on October 12, 2011.



Graf Road Bridge over Lawrence Creek

Contract Amount: \$0.97 million.
Deck pour complete, approach roadways in progress.
Estimated completion: Mid November 2011.

Lawrence Road Bridge over Lawrence Creek

Contract Amount: \$1.53 million.
Stage II deck pour October 13., 2011.
Estimated Completion: Late October 2011.

Blivin Street Bridge over Nippersink Creek

Contract Amount: \$1.81 million.
Closed to traffic on August 8, 2011 to facilitate utility relocations, with all complete by October 14, 2011 The project has been accelerated due to utility delays with the primary goal of opening the bridge to traffic at the end of December 2011. Final completion is anticipated in May of 2012.

Burlington Road Resurfacing

Contract Amount: \$124,000 — 80% Federal Funds
Contractor: Peter Baker & Sons
0.42 miles of milling and resurfacing
Work started October 4 and on schedule to be completed by October 14, 2011.



