

Lake County PASSAGE; FFY '06 Funding: IDOT Agreement

Accounts Payable (2)
Transportation (3) cert.

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

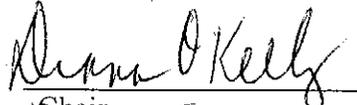
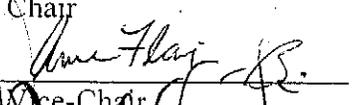
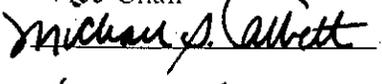
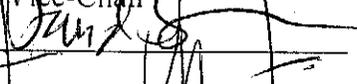
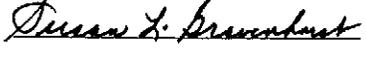
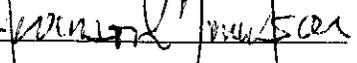
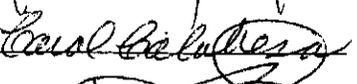
COUNTY BOARD, LAKE COUNTY, ILLINOIS
ADJOURNED REGULAR SEPTEMBER, A.D., 2006 SESSION
APRIL 10, A.D. 2007

MADAM CHAIR AND MEMBERS OF THE COUNTY BOARD:

A joint resolution by the Public Works and Transportation Committee and the Financial and Administrative Committee authorizing the Chair of the County Board, the County Clerk, and the County Engineer to execute an agreement for the use of \$2,252,250.00 of FFY'06 federal highway funds between the State of Illinois, and Lake County for a portion of the Lake County PASSAGE ITS Program (*Phase II*). This resolution appropriates \$2,500,000.00 of Motor Fuel Tax funds for this improvement designated as Section 02-00268-06-TL.

We **RECOMMEND** adoption of this Resolution.

Respectfully submitted,

	Aye	Nay		Aye	Nay
	✓	_____		x	_____
Chair	_____	_____	Chair	_____	_____
	✓	_____		✓	_____
Vice-Chair	_____	_____	Vice-Chair	_____	_____
	✓	_____		✓	_____
	✓	_____		x	_____
_____	_____	_____		✓	_____
_____	_____	_____		x	_____
Public Works and Transportation Committee			Financial and Administrative Committee		

RESOLUTION

WHEREAS, Lake County PASSAGE is the cooperative initiative of IDOT and Lake County to implement Intelligent Transportation System (*ITS*) in Lake County; and

WHEREAS, Lake County PASSAGE is being funded by several years' worth of earmarked federal highway funds that will reimburse a portion of county expenditures; and

WHEREAS, this County Board at its meeting of September 12, 2006 approved an agreement with IDOT for the use of FFY '05 federal highway funds for design and integration work for Phase II of Lake County PASSAGE; and

WHEREAS, this County Board at its meeting of March 13, 2007 approved a contract with Delcan Corporation to provide the consulting engineering services to provide said design and integration work for Phase II of Lake County PASSAGE; and

WHEREAS, Federal Fiscal Year 2006 (*FFY'06*) earmarked funding consists of (2) separate earmarks that total \$2,252,250.00 to be utilized for modifications and additions to the existing Advanced Transportation Management System (*ATMS*) software, the installation of additional Highway Advisory Radio (*HAR*) towers, the purchase of Dynamic Message Signs (*DMS*), the installation of additional fiber optic cable and the addition of signals and video cameras to the network; and

WHEREAS, the FFY '06 federal earmarked funding does not require a local match but remains a reimbursable program; and

WHEREAS, the State of Illinois, and Lake County are desirous of entering into one agreement to utilize both of the FFY '06 federal funding earmarks that total \$2,252,250.00 for the above-said improvements, a draft copy of which is attached hereto.

NOW, THEREFORE BE IT RESOLVED that the Chair of the Lake County Board, the County Clerk, and the County Engineer of Lake County are authorized, and they are directed to execute an agreement pertaining to the financing of the above-named improvement. The County Engineer shall transmit in writing, the final agreement to be executed by the Chair of the Lake County Board and the County Clerk.

BE IT FURTHER RESOLVED that there is hereby appropriated \$2,500,000.00 of Motor Fuel Tax funds to provide for the county's cost for Lake County PASSAGE, using FFY '06 earmarked funds, including modifications and additions to the existing ATMS software, the installation of HAR towers, the purchase of dynamic message signs, the design and construction of additional fiber optic cable, the addition of signals and video cameras to the network and designated as Section 02-00268-06-TL.

BE IT FURTHER RESOLVED that these agreements be administered in accordance with Chapter 605, Act 5, Section 5-205.2 of the Illinois Compiled Statutes without further board action providing the final contract cost chargeable under the funds appropriated herein does not exceed the appropriation aforesaid.

BE IT FURTHER RESOLVED that this agreement when executed in its final form be submitted to the Illinois Department of Transportation for their approval and final processing.

BE IT FURTHER RESOLVED that this appropriation be processed by the County Engineer for final approval of the Illinois Department of Transportation in accordance with the "Agreement of Understanding" between the Illinois Department of Transportation and Lake County Dated January 22, 2003.

County Engineer
On behalf of IDOT pursuant to
Agreement of Understanding
Dated January 22, 2003

Dated at Waukegan, Illinois
this 10th day of April 2007



GRANT AGREEMENT

<p>A. Grantee: Lake County</p> <p>Address: 600 Winchester Road Libertyville, IL 60048</p> <p>Grant Contact: Anthony Khawaja</p> <p>Telephone: 847/362-3950 Fax Number: 847/362-5290 E-Mail: ankhawaja@co.lake.il.us FEIN/TIN: 36-6006600</p>	<p>C. Grant Number: STPD-000S(537) & STPC-00S(538) State Job Number: C-75-003-07 & C-75-004-07</p> <p>Project Title: Lake County Passage</p> <p>Starting Date: Execution</p> <p>Expiration Date: December 31, 2009</p>												
<p>B. Grantee Approval Authority</p> <p>Name: Title:</p> <p>Signature: _____</p> <p>Date:</p>	<p>D. Grantor Approval Authority Illinois Department of Transportation ("Department")</p> <p>Name: Richard J. Smith, Director Office: Planning & Programming</p> <p>Signature: _____</p> <p>Name: Milton R. Sees Title: Acting Secretary of Transportation</p> <p>Signature: _____</p> <p>Date: _____</p>												
<p>E. Grant Summary and permissible expenditure of Grant Funds:</p> <p>This Grant will fund Phase 2 implementation and enhancement of the Lake County Passage Program.</p>													
<p>F. Limit of Compensation</p> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; width: 80%;">Cost Category</th> <th style="text-align: right; width: 20%;">Funds Allocated</th> </tr> </thead> <tbody> <tr> <td>Federal Funds: 100% Section 112 – Surface Transportation Projects (Member Initiative) Funds</td> <td style="text-align: right;">\$2,252,250</td> </tr> <tr> <td style="padding-left: 20px;">C-75-003-07 \$ 965,250</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">C-75-004-07 <u>\$1,287,000</u></td> <td></td> </tr> <tr> <td style="padding-left: 40px;">Total \$2,252,250</td> <td></td> </tr> <tr> <td style="text-align: right; padding-right: 20px;">Total</td> <td style="text-align: right;">\$2,252,250</td> </tr> </tbody> </table>	Cost Category	Funds Allocated	Federal Funds: 100% Section 112 – Surface Transportation Projects (Member Initiative) Funds	\$2,252,250	C-75-003-07 \$ 965,250		C-75-004-07 <u>\$1,287,000</u>		Total \$2,252,250		Total	\$2,252,250	
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Note: The attached Grant Conditions constitute a part of this grant. "Obligation of the State shall 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 grant."

G. State of Illinois Conditions of Approval:

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

1. **Laws of Illinois.** This grant shall be governed in all respects by the laws of the state of Illinois.
2. **Procurement Procedures.** All procurement transactions for Contractual Services, Commodities and Equipment shall be conducted in a manner that provides maximum open and free competition. The GRANTEE shall also meet the following minimum procedural requirements.
 - a. Solicitation of offers shall include a description of the technical requirements for the product or service to be procured.
 - b. Awards shall be made only to responsible bidders that can meet the preceding requirements.
 - c. Small purchase procedures, which consist of obtaining price or rate quotations from an adequate number of qualified resources, may be used for products or services having a total value of not more than \$10,000.
 - d. Formal advertising procedures shall be used for products having a total value of more than \$10,000. An Invitation for bids, with item specifications and supplier requirements, shall be publicly advertised. In addition, bids shall be solicited from an adequate number of known suppliers. Bids shall be opened publicly and a fixed-price contract award made to that responsible bidder whose bid, conforming to the invitation for bids, is lowest; unless that bid is rejected when there are sound documented business reasons in the best interest of the project.
 - e. Competitive negotiation procedures shall be used to procure services having a total value of more than \$10,000. The Request for Proposal shall be publicized, proposals shall be solicited from an adequate number of qualified sources, negotiations are normally conducted with more than one source, and a cost reimbursement contract shall be awarded based on a technical evaluation of the proposals received. Award may be made to the responsible offeror whose proposal will be most advantageous to the procuring part, price and other factors considered. Unsuccessful offerors should be notified promptly. The GRANTEE shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this GRANT in performing such contract, and that the contract is subject to the terms and conditions of this GRANT.
 - f. Non-competitive negotiation, the procurement through solicitation of a proposal from only one source, is allowed only if the products or services are available only from a single source; the DEPARTMENT authorizes such a procedure; or, after solicitation of a number of sources, competition is determined inadequate.
 - g. The GRANTEE shall maintain records sufficient to detail the significant history of a procurement. These records shall include, but are not necessarily limited to: information pertinent to rationale for the method of procurement selection of contract type, contractor selection or rejection, and basis for the cost or price.
 - h. No DEPARTMENT employee shall participate in the procurement of products or services if a conflict of interest, real or apparent, would be involved. No employee shall solicit or accept anything of monetary value from bidders or suppliers.
3. **Consultant Contracts.** After a consultant is selected in accordance with the requirements of Condition G. 2. (Procurement Procedures) as detailed herein, the consultant contract shall be submitted to the DEPARTMENT for approval prior to execution.
4. **Method of Payment.** Project expenditures are paid directly from federal and/or state funds. Because the DEPARTMENT is responsible for obtaining federal reimbursement for project expenditures, it is necessary that The DEPARTMENT monitor all procedures and documents which will be used to claim and support project-related expenditures. The following procedures should be observed to secure payment:
 - a. **Invoices.** The amount shown on each invoice shall be in accordance with the rates established in the Estimated Budget in Block 5, page 1. All non-labor costs, if allowable, shall be listed and itemized as provided in Compensation Section on the final page.
Any invoices/bills issued by the GRANTEE to the DEPARTMENT pursuant to this Grant shall be sent to the following address:
Illinois Department of Transportation
ITS Program Office
120 West Center Court
Schaumburg, Illinois 60195-3161
Attn: Charles Sikaras

All invoices shall be signed by an authorized representative of the GRANTEE.

- b. **Billing and Payment.** All invoices for services performed and expenses incurred by GRANTEE prior to July 1st of each year must be presented to the DEPARTMENT no later than July 31 of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the DEPARTMENT shall not be obligated to make payment to GRANTEE on invoices presented after said date. Failure by GRANTEE to present such invoices prior to said date may require GRANTEE to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this Agreement. The DEPARTMENT will send all payments to the GRANTEE's remittance address listed in this Agreement.
5. **Allocation of Grant Funds.** The GRANTEE may spend only those funds which will be reimbursed by both the Department or by the Federal government. This grant authorizes the GRANTEE to spend no more than the limit of compensation as identified on Page 1. The GRANTEE is required to provide a 20 percent local match.
6. **Cost Category Transfer Request.** Approval from the DEPARTMENT is required for all transfers among appropriated cost categories. DEPARTMENT approval is required for transfers among allocated cost categories. To secure approval, a GRANTEE must submit a written request to the DEPARTMENT detailing the amount of transfer, the cost categories from and to which the transfer is to be made, and rationale for the transfer.
7. **Equipment Inventory.** An inventory of non-expendable personal property having a useful life of more than two years and an acquisition cost of \$500 or more is subject to periodic inspection by the DEPARTMENT.
8. **Alteration or Termination.** All alterations shall be authorized in writing by the DEPARTMENT and shall become part of the grant. This Grant may be terminated by either party upon 7 days written notice. Failure to carry out the conditions set forth herein shall constitute a breach of the grant and may result in termination. The applicant GRANTEE will be paid for work satisfactorily completed prior to the date of termination.
9. **Work Product.** The Department's Office of Planning & Programming or a designated representative shall have access to GRANTEE'S work and applicable records whenever it is in preparation or progress, and GRANTEE shall provide for such access and inspection. Interim reports shall be submitted at key milestones of the project. A final report shall be submitted before or at the time of the final invoice.
10. **Audits.** The records and supportive documentation for all completed projects are subject to an on-site audit by the Illinois Department of Transportation, Bureau of Accounting and Auditing. The Bureau of Accounting and Auditing reserves the right to inspect and review, during normal working hours, the workpapers of the independent auditor in support of their audit report.
11. **Records.** The GRANTEE shall maintain, for a minimum of three years after the completion of the grant, adequate books, records and supporting documents related to the grant which shall be made available for review and audit by the Auditor General; and the GRANTEE agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the grant for which adequate books, records and supporting documentation are not available to support their purported disbursement.
12. **Indemnification.** Unless prohibited by State law, the GRANTEE agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, arising out of any work or services performed by the GRANTEE and/or the GRANTEE'S employees, officials, agents, contractors and subcontractors in connection with this Agreement and shall defend any suit or action, whether at law or in equity, based on any alleged injury or damage of any type arising from the actions or inactions of the GRANTEE and/or the GRANTEE'S employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.
13. **Equal Employment Opportunities -- Affirmative Action Sexual Harassment.** GRANTEE complies with the Illinois Department of Human Rights Act and rules applicable to public GRANTS, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (**775 ILCS 5/2-105**).
14. **Illinois Grant Funds Recovery Act.** Grant Funds are available for expenditure or obligation by the GRANTEE for the period of time set out in block 3, page 1, of this agreement. All funds remaining at the end of the grant agreement or at the expiration of the period of time grant funds are available for expenditure or obligation by the GRANTEE must be returned to the State within 45 days. Any grant funds which have been misspent or are being improperly held are subject to recovery in accordance with the "Illinois Grant Funds Recover Act," 30 ILCS 705.

15. **Ownership of Documents.** All documents, data and records produced by GRANTEE in carrying out GRANTEE's obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of the DEPARTMENT AND GRANTEE. The DEPARTMENT shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to GRANTEE. All documents, data and records utilized in performing research shall be available for examination by the DEPARTMENT 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 DEPARTMENT, be appropriately arranged, indexed and delivered to the DEPARTMENT by GRANTEE.
16. **Confidentiality Clause.** Any documents, data, records, or other information given to or prepared by GRANTEE pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by the DEPARTMENT. All information secured by GRANTEE from the DEPARTMENT in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by the DEPARTMENT.
17. **Debt Certification.** GRANTEE and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and GRANTEE and its affiliates acknowledge the DEPARTMENT may declare the contract void if this certification is false (30 ILCS 500/50-11) or if GRANTEE or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. (30 ILCS 500/50-60).

H. **Federal Conditions of Approval.**

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

1. **Certification Regarding Lobbying.** As required by the United States Department of Transportation (U.S. DOT) regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the Grantee's authorized representative certifies to the best of his or her knowledge and belief that for each agreement for federal assistance exceeding \$100,000:
 - a. 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
 - b. If any funds other than federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for federal assistance, the GRANTEE assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352.
 - c. The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements).

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

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

be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the GRANTEE receives federal assistance.

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

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

3. **Control of Property.** GRANTEE certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of A-102 Common Rule.
4. **Cost Principles.** The cost principles of this Agreement are governed by the cost principles found in Title 48, Code of Federal Regulations, Subpart 31, as amended; and all costs included in this Agreement are allowable under Title 48, Code of Federal Regulations, Part 31, as amended.
5. **Debarment.** GRANTEE shall comply with Debarment provisions as contained in 49 Code of Federal Regulations, Part 29, including Appendices A and B as amended. GRANTEE certifies that to the best of its knowledge and belief, GRANTEE and GRANTEE's principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; b) within a three-year period preceding this Agreement have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (b), above; d) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

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

excluded," as used in this part shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

The GRANTEE agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by the DEPARTMENT. The GRANTEE agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the DEPARTMENT, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The GRANTEE may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless GRANTEE knows the certification is erroneous. GRANTEE may decide the method and frequency by which it determines the eligibility of its principals. Each GRANTEE may, but is not required to, check the Nonprocurement List. If a GRANTEE knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation, in addition to other remedies available to the federal government, the DEPARTMENT may terminate this Agreement for cause or default.

Nothing contained in this section shall be construed to require establishment of a system of records in order to render in good faith the certification required by this section. The knowledge and information of a GRANTEE is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

6. **Single Audit.** The Single Audit Act of 1984 (Public Law 98-502) and the Single Audit Amendments of 1996 (P.L. 104-156) require the following:
 - a. State or local governments that receive \$500,000 or more a year in federal financial assistance shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133.
 - b. State or local governments that receive less than \$500,000 a year shall be exempt from compliance with the Act and other federal requirements.
 - c. Nothing in this paragraph exempts state or local governments from maintaining records of federal financial assistance or from providing access to such records to federal Agencies, as provided for in federal law or in Circular A-133 "Audits of States, Local Governments and Non-Profit Organizations."
 - d. A copy of the audit report must be submitted to the DEPARTMENT within 30 days after completion of the audit, but no later than one year after the end of the GRANTEE'S fiscal year.
7. **Drug Free Workplace.** The GRANTEE certifies that it will comply with the requirements of the federal Drug Free Workplace Act, 41 U.S.C.A. 702 as amended, and 49 C.F.R. Part 29, Subpart F, including Appendix C as amended.
8. **Disadvantaged Business Enterprise Assurance.** In accordance with 49 CFR 26.13(a), as amended, the GRANTEE assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26, as amended. The GRANTEE assures that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from the U.S. DOT. The GRANTEE'S DBE program, as required by 49 CFR Part 26, as amended, will be incorporated by reference and made a part of this Agreement for any Federal assistance awarded by FTA or U.S. DOT. Implementation of this DBE program is a legal obligation of the GRANTEE, and failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification by the Federal Government or the DEPARTMENT to the GRANTEE of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Remedies Act, 31 U.S.C. 3801 et seq., as amended.
9. **Assurance of Nondiscrimination on the Basis of Disability.** As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the GRANTEE assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of

that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The GRANTEE assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*, and implementing U.S. DOT regulations at 49 CFR Parts 27, 37, and 38, and any applicable regulations and directives issued by other Federal departments or agencies.

10. **Procurement Compliance Certification.** The GRANTEE certifies that its procurements and procurement system will comply with all applicable third party procurement requirements of Federal laws, executive orders, regulations, and FTA directives, and requirements, as amended and revised, as well as other requirements FTA may issue including FTA Circular 4220.1E, "Third Party Contracting Guidelines," and any revisions thereto, to the extent those requirements are applicable. The GRANTEE certifies that it will include in its contracts financed in whole or in part with FTA assistance all clauses required by Federal laws, executive orders, or regulations, and will ensure that each subrecipient and each contractor will also include in its subagreements and its contracts financed in whole or in part with FTA assistance all applicable clauses required by Federal laws, executive orders, or regulations.
11. **Intelligent Transportation Systems Program.** As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture."
 - a. In accordance with Section 5206(e) of TEA-21, 23 U.S.C. 502 note, the GRANTEE assures it will comply with all applicable requirements of Section V (Regional ITS Architecture and Section VI (Project Implementation) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and other FTA requirements that may be issued in connection with any ITS project it undertakes financed with Highway Trust Funds (including funds from the mass transit account) or funds made available for the Intelligent Transportation Systems Program authorized by TEA-21, Title V, Subtitle C, 23 U.S.C. 502 note.
 - b. With respect to any ITS project financed with Federal assistance derived from a source other than Highway Trust Funds (including funds from the Mass Transit Account) or TEA-21, Title V, Subtitle C, 23 U.S.C. 502 note, the GRANTEE assures that it will use its best efforts to ensure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the region.
12. **Davis-Bacon Act.** To the extent applicable, the GRANTEE will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assisted subagreements.
13. **Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF-424B and SF-424D).**

As required by OMB, the GRANTEE certifies that it:

 - a. Has the legal authority and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project.
 - b. Will give the U.S. Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
 - c. 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;
 - d. Will initiate and complete the work within the applicable project time periods;
 - e. Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
 - Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
 - Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, which prohibit discrimination on the basis of sex;

- Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
- The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
- The Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972, and amendments thereto, 21 U.S.C. 1174 *et seq.* relating to nondiscrimination on the basis of drug abuse;
- The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, Pub. L. 91-616, Dec. 31, 1970, and amendments thereto, 42 U.S.C. 4581 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-3 and 290ee-3, related to confidentiality of alcohol and drug abuse patient records;
- Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing;
- Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited, to 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and Section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA programs; and
- Any other nondiscrimination statute(s) that may apply to the project.

All of the requirements listed in Paragraph H, *Federal Conditions of Approval*, apply to this federally funded project. The GRANTEE agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

I. GRANTEE shall consult with and keep the DEPARTMENT fully informed as to the progress of all matters covered by this Grant.

J. TAXPAYER IDENTIFICATION NUMBER.

Under penalties of perjury, I certify that the name, taxpayer identification number, and legal status listed below are correct.

Name of GRANTEE (and DBA): Show the official business name used to file Illinois and United States taxes using the SSN or EIN shown below. If you are an entity doing business in another name, please show the name of the official entity and the name of the entity you are doing business as in the following form: "Official EIN Name" d.b.a. "Name Of Contracting Entity"

Name (official EIN name) Lake County

Federal Taxpayer Identification Number 36-6006600

Legal Status (check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Nonresident Alien |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Tax Exempt/Hospital/Extended Care Facility |
| <input type="checkbox"/> Partnership/Legal Corporation | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corporation |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Medical Corporation |
| <input checked="" type="checkbox"/> Government | <input type="checkbox"/> Pharmacy (non-corporate) |
| <input type="checkbox"/> Estate or Trust | <input type="checkbox"/> Non-for-profit corporation |

K. Scope of Work:

Section 112 - Surface Transportation Projects (Member Initiative) funds have been awarded to Lake County to expand the capabilities of the Lake County Passage Program ("Program") system to include a wider geographic area. The initial infrastructure and integration only supported a portion of the county. This expansion more than doubles the total number of field devices that can be controlled and managed through the system. The GRANTEE will perform the following tasks to expand the Program.

1. Installation of new field communications infrastructure and upgrades to existing infrastructure. The new communications infrastructure will fill in the gaps and connect existing fiber networks into a redundant mesh network that shares fiber between the county, state and the Illinois State Toll Highway Authority.
2. Expansion of the Gigabit Ethernet mesh network by adding additional Ethernet switches in the field.
3. Providing additional signalized intersections, and Closed Circuit Television (CCTV) to the Passage system.
3. Existing field controllers will be upgraded as needed to support the new system functionality.
4. Three to five new Dynamic Message Signs (DMS) will be procured and integrated into the Passage system.
5. Additional Highway Advisory Radio (HAR) towers will be installed and integrated to provide more extensive coverage of the county.
6. Additional upgrades to the central signal control system based on lessons learned from the initial deployment. These signal system upgrades will allow the GRANTEE'S traffic engineers to manage the counties signals more efficiently and support coordination between agencies.
7. Minor improvements to the recently upgraded Capacity Analysis Records System based on lessons learned through the initial deployment.