

SFY 2008 Chicago Metropolitan Agency for Planning (CMAP) PL Contract: Agreement

Accounts Payable (2) cert.  
Transportation (3) cert.

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF LAKE     )

**COUNTY BOARD, LAKE COUNTY, ILLINOIS**  
**REGULAR JUNE, A.D. 2007 SESSION**  
**JUNE 12, 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 providing for the receipt of the State Fiscal Year 2008 reimbursement from the Chicago Metropolitan Agency for Planning (CMAP) to the Lake County Division of Transportation of federal highway planning assistance funds which flow through IDOT.

**WE RECOMMEND** adoption of this Resolution.

Respectfully submitted,

	Aye	Nay
<u>Allyson O'Kelly</u> ✓	_____	_____
Chair		
<u>Paul S.</u> ✓	_____	_____
Vice-Chair		
<u>Ann B. Mair</u> ✓	_____	_____
<u>Debra Jordan</u> ✓	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
Public Works and Transportation Committee		

	Aye	Nay
<u>[Signature]</u> ✓	_____	_____
Chair		
<u>[Signature]</u> ✓	_____	_____
Vice-Chair		
<u>[Signature]</u> ✓	_____	_____
<u>[Signature]</u> ✓	_____	_____
<u>Allyson O'Kelly</u> ✓	_____	_____
_____	_____	_____
<u>[Signature]</u>	_____	_____
Financial and Administrative Committee		

## RESOLUTION

**WHEREAS**, Section 104 of Chapter 1 of Subpart A of Title 23, United States Code, has authorized through the State of Illinois, Metropolitan Planning Funds, hereinafter referred to as “PL” funds to carry out Section 134 of Chapter 1 of Subpart A of Title 23, United States Code; and

**WHEREAS**, the State of Illinois makes this funding available to the Chicago Metropolitan Agency for Planning (*CMAP*) for carrying out the responsibilities under Section 134 of Title 23, United States Code through the CMAP Transportation Committee and the region’s designated Metropolitan Planning Organization (*MPO*) ; and

**WHEREAS**, the Chicago Metropolitan Agency for Planning (*CMAP*) has determined a need for subregional transportation planning activities and has allocated “PL” funds to the Lake County Council of Mayors to be utilized under the direction of the Lake County CMAP Council of Mayors to perform said planning activities; and

**WHEREAS**, the Lake County CMAP Council of Mayors and Lake County have determined that it is in their best interests to mutually cooperate in the coordination of transportation planning activities in Lake County; and

**WHEREAS**, the Lake County CMAP Council of Mayors has processed a resolution agreeing to re-allocate their “PL” funds to the Lake County Division of Transportation to retain a transportation planning professional to carry out various transportation planning tasks; and

**WHEREAS**, Lake County must enter into a grant agreement with the Chicago Metropolitan Agency for Planning (*CMAP*) to receive “PL” funds to provide said various transportation planning activities.

**WHEREAS**, the Chicago Metropolitan Agency for Planning (*CMAP*) and Lake County are now desirous of entering into a Grant Agreement, stating the terms and conditions by which Lake County will provide transportation planning activities for the Lake County CMAP Council of Mayors.

**NOW, THEREFORE BE IT RESOLVED** by this County Board, that the Chair of the County Board, the County Clerk, and the County Engineer be authorized and are hereby directed, to execute a "PL" grant agreement and any future revisions thereto with the Chicago Metropolitan Agency for Planning (*CMAP*). The County Engineer shall transmit in writing the final "PL" grant agreement and/or revised "PL" grant agreement to be executed by the Chair of the Lake County Board and the County Clerk.

**BE IT FURTHER RESOLVED** that said "PL" Contract be administered in accordance with Section 5-205.2 of the Illinois Highway Code without further Board action.

Dated at Waukegan, Illinois  
this 12<sup>th</sup> day of June 2007



# Chicago Metropolitan Agency for Planning

233 South Wacker Drive  
Suite 800, Sears Tower  
Chicago, IL 60606

312-454-0400 (voice)  
312-454-0411 (fax)  
www.chicagoareaplanning.org

## Grant Agreement

between

**Chicago Metropolitan Agency for Planning**

and

**Lake County, Illinois**

600 W. Winchester Road, Libertyville, IL 60048

FEIN/TIN \_\_\_\_\_

Telephone # \_\_\_\_\_

Fax # \_\_\_\_\_

THIS AGREEMENT, entered into as of the 1<sup>st</sup> day of July, 2007, by and between the Chicago Metropolitan Agency for Planning, herein called CMAP, and Lake County Council of Mayors, herein called GRANTEE.

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

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

#### **FY 2008 Planning Liaison Scope of Services**

**Approved by the Council of Mayors Executive Committee on February 20, 2007**

**1. *Communication***

The Planning Liaison program will be the basic communication link between CMAP and the suburban mayors. PL staff will provide information about CMAP policies, programs and initiatives to local officials, provide feedback regarding those issues to the CMAP staff and Board and ensure that CMAP is apprised of regional and sub-regional issues of importance to their communities.

**2. *General Liaison***

The PL program will provide staff assistance as part of the regional comprehensive planning effort. This includes being involved in the CMAP committee structure, providing technical and other support to help achieve CMAP objectives, and providing input on regional planning efforts.

**3. *Program Development***

The PL program will assist in the development of sub-regional annual and multi-year multi-modal transportation improvement programs based upon locally approved methodology and consistent with regional strategies. These efforts will be focused on, but not limited to, the Surface Transportation Program, the Congestions Mitigation and Air Quality Program, the Enhancement Program and Safe Routes to Schools.

**DRAFT**

**4. Program Monitoring**

The PL program will work with local officials, regional, state and federal agencies and consultants to ensure the timely, efficient and effective implementation of transportation projects. This will include providing regular project status reports as well as close coordination with CMAP and IDOT staff.

**5. Technical Assistance**

The PL program will provide technical support and assistance to CMAP and local governments. It will provide data and analysis regarding issues of importance to regional or sub-regional agencies. The PL staff will assist in the coordination and outreach activities of CMAP in the sub-region.

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

6. Compensation. The total amount of funds allocated for the GRANT totals \$84,647.11 of which are Federal PL funds, which is subject to an 80/20 federal/local match. The GRANTEE's required local match is \$21,161.78.
7. This grant is for staff assistance to local officials and to undertake activities in support of transportation planning, programming and management and review by the GRANTEE.
8. The GRANTEE shall submit to CMAP (1) the line item budget for the GRANT, (2) *Derivation of Effective Hourly Rate* forms for all staff under this agreement, (3) current organizational chart, (4) resumes of staff supported by this GRANT, (5) copy of GRANTEE's travel policy (if no adopted travel policy, then the CMAP travel policy will be enforced) and (6) resolution of the GRANTEE's approval of the Planning Liaison Scope of Services and budget.
9. The GRANTEE shall submit to CMAP documentation of any changes to the personnel, effective hourly rates, maximum hours per person and maximum expenditure per budget category including the effective date and approval date of said changes. In addition, changes to parameters specified in this Agreement are subject to CMAP procedures.
10. The GRANTEE shall employ qualified personnel to undertake the activities outlined in the Scope of Services. The GRANTEE will utilize procedures recognized by CMAP for hiring personnel, including complete documentation of the steps leading to the selection of the personnel.
11. The GRANTEE shall submit to CMAP monthly invoices within 120 days of the end of each month. The GRANTEE shall submit separate invoices for the activities subject to 20% local match and the activities subject to 50% local match. Invoice submittals shall be based on the latest *Effective Hourly Rates* submitted to CMAP, multiplied by the hours worked on eligible activities and the eligible expenses incurred by the GRANTEE during the subject month. The GRANTEE will submit such back up documentation as required by CMAP, including timesheets indicating eligible hours worked and leave time (sick, holiday, vacation, etc.) and receipts for eligible expenditures and updates to the expenditure spreadsheet. Calculations of staff time and direct and indirect costs shall track directly to the signed invoice voucher. Signatures of the staff performing the activities are required on timesheets verifying which hours are eligible for reimbursements.
12. The following statement is required on the Invoice Voucher: *"I certify that costs claimed have been incurred for the purposes specified in the FY 08 COM PL Agreement"* and shall be followed by the signature of the person in the local agency or conference who is authorized to make such assurances. All of the monthly invoices for the fiscal year are subject to year-end deadlines as outlined in Part C General Conditions of Approval.
13. CMAP shall review said monthly invoices and back up documentation for accuracy, completeness and conformance to the Grant Agreement and budget information on file. CMAP will contact the GRANTEE if there are deficiencies. If all documents are in order, CMAP will approve the invoice and forward it for reimbursement to the GRANTEE.
14. The personnel of the GRANTEE shall attend and provide an oral report on monthly progress at each planning liaison meeting.

15. The GRANTEE shall submit an annual report in the format provided by CMAP and it shall be due within 30 days of the last day of the contract.
16. The GRANTEE will be liable for fulfillment of the Scope of Services. CMAP will notify the GRANTEE in a timely manner of any deficiencies of the GRANTEE personnel regarding completion of required activities and other related issues. CMAP reserves the right to decline a contract with deficient GRANTEE personnel.
17. The term of this agreement shall be for the period July 1, 2007 through June 30, 2008.

**Part C            General Conditions of Approval**

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

18. **Laws of Illinois.** This grant shall be governed in all respects by the laws of the state of Illinois.
19. **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; CMAP 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 CMAP employee shall participate in the procurement of products or services if a conflict of interest, real or apparent, would be involved. No employee shall solicit or accept anything of monetary value from bidders or suppliers.
20. **Consultant Contracts.** After a consultant is selected in accordance with the requirements as detailed herein, the consultant contract shall be submitted to CMAP for approval prior to execution.

- 21. Method of Payment.** Project expenditures are paid directly from federal and/or state funds. Because CMAP is responsible for obtaining federal reimbursement for project expenditures, it is necessary that CMAP monitor all procedures and documents which will be used to claim and support project-related expenditures. The following procedures should be observed to secure payment:
- a. **Invoices.** The amount shown on each invoice shall be in accordance with the rates established in the Estimated Budget by the GRANTEE and on file at CMAP. All non-labor costs, if allowable, shall be listed and itemized as provided in Compensation and Term of Agreement Section on the final page.  
Any invoices/bills issued by the GRANTEE to CMAP pursuant to this Grant shall be sent to the following address:  
Chicago Metropolitan Agency for Planning  
Suite 800  
233 South Wacker  
Chicago, Illinois 60606  
Attn: Janet Bright
- All invoices shall be signed by an authorized representative of the GRANTEE.
- b. **Billing and Payment.** All invoices for services performed and expenses incurred by GRANTEE prior to July 1st of each year must be presented to CMAP no later than July 31 of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, CMAP shall not be obligated to make payment to GRANTEE on invoices presented after said date. No payments will be made for services performed prior to the effective date of this Agreement. CMAP will send all payments to the GRANTEE's remittance address listed in this Agreement.
- 22. Allocation of Grant Funds.** The GRANTEE may spend only those funds which will be reimbursed by both CMAP or by the Federal government. This grant authorizes the GRANTEE to spend no more than the limit of compensation as identified in Part B Compensation/Term of Agreement in this Grant. The GRANTEE is required to provide the local match as outlined in Part B Compensation and Term of Agreement in this Grant.
- 23. Cost Category Transfer Request.** Approval from CMAP is required for all transfers among appropriated cost categories. CMAP approval is required for transfers among allocated cost categories. To secure approval, a GRANTEE must submit a written request to CMAP detailing the amount of transfer, the cost categories from and to which the transfer is to be made, and rationale for the transfer.
- 24. Equipment Inventory.** An inventory of non-expendable personal property having a useful life of more than two years and an acquisition cost of \$500 or more is subject to periodic inspection by CMAP.
- 25. Alteration or Termination.** All alterations shall be authorized in writing by CMAP and shall become part of the grant. This Grant may be terminated by either party upon 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.
- 26. Work Product.** CMAP shall have access to GRANTEE'S work and applicable records and GRANTEE shall provide for such access and inspection. Interim reports shall be submitted at key milestones of the project. A final report shall be submitted before or at the time of the final invoice.
- 27. Audits.** The records and supportive documentation for all completed projects are subject to an on-site audit by CMAP. CMAP reserves the right to inspect and review, during normal working hours, the work papers of the independent auditor in support of their audit report.
- 28. Records.** The GRANTEE shall maintain, for a minimum of three years after the completion of the grant, adequate books, records and supporting documents related to the grant which shall be

made available for review upon request. Failure to maintain the books, records and supporting documents required by this Section shall establish a presumption in favor of CMAP for the recovery of any funds paid by CMAP under the grant for which adequate books, records and supporting documentation are not available to support their purported disbursement.

29. **Indemnification.** Unless prohibited by State law, the GRANTEE agrees to hold harmless and indemnify CMAP, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, arising out of any work or services performed by the GRANTEE and/or the GRANTEE'S employees, officials, agents, contractors and subcontractors in connection with this Agreement and shall defend any suit or action, whether at law or in equity, based on any alleged injury or damage of any type arising from the actions or inactions of the GRANTEE and/or the GRANTEE'S employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by CMAP and its officials, employees and agents in connection therewith.
30. **Equal Employment Opportunities -- Affirmative Action Sexual Harassment.** GRANTEE complies with the Illinois Board of Human Rights Act and rules applicable to public GRANTS, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
31. **Illinois Grant Funds Recovery Act.** Grant Funds are available for expenditure or obligation by the GRANTEE for the period of time set out in this agreement. All funds remaining at the end of the grant agreement or at the expiration of the period of time grant funds are available for expenditure or obligation by the GRANTEE must be returned to CMAP within 45 days. Any grant funds which have been misspent or are being improperly held are subject to recovery in accordance with the "Illinois Grant Funds Recovery Act," 30 ILCS 705.
32. **Ownership of Documents.** All documents, data and records produced by GRANTEE in carrying out GRANTEE'S obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of CMAP and GRANTEE. CMAP shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to GRANTEE. All documents, data and records utilized in performing research shall be available for examination by CMAP upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of CMAP, be appropriately arranged, indexed and delivered to CMAP by GRANTEE.
33. **Debt Certification.** GRANTEE and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and GRANTEE and its affiliates acknowledge CMAP may declare the contract void if this certification is false (30 ILCS 500/50-11) or if GRANTEE or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. (30 ILCS 500/50-60).

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

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.

34. **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.

- 35. 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.

- 36. 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.

**37. 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.

**38. 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 board 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 CMAP 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 CMAP may terminate this Agreement for cause. The GRANTEE shall provide immediate written notice to the CMAP if at any time the GRANTEE learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this part shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

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

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

**40 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 CMAP within 30 days after completion of the audit, but no later than one year after the end of the GRANTEE's fiscal year.
- 41 **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.
- 42 **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 CMAP to the GRANTEE of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Remedies Act, 31 U.S.C. 3801 et seq., as amended.
- 43 **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 boards or agencies.
- 44 **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.
- 45 **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.

46 **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.

**47. 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 Part D *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.

**Chicago Metropolitan Agency for Planning**

Attest: \_\_\_\_\_ By: \_\_\_\_\_  
Executive Director

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

**County of Lake, Illinois**

Attest: \_\_\_\_\_ By: \_\_\_\_\_  
Chairman, Lake County Board

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