



# DU PAGE COUNTY

## Transportation Committee

### Draft Summary

421 N. COUNTY FARM ROAD  
WHEATON, IL 60187  
www.dupagecounty.gov

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**Tuesday, September 17, 2024**

**10:00 AM**

**Room 3500B**

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**1. CALL TO ORDER**

10:00 AM meeting was called to order by Chair Mary Ozog at 10:00 AM.

**2. ROLL CALL**

Member Chaplin stepped out of the room during the roll call, but returned before the public comments.

<b>PRESENT</b> Chaplin, Covert, Evans, Ozog, Tornatore, and Zay
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**3. CHAIR'S REMARKS - CHAIR OZOG**

No remarks were offered.

**4. PUBLIC COMMENT**

**4.A. 24-2540**

Public Comment

The following individuals made public comment:

Robert Tatro: Proposed path on Winfield Road

Dr. Diane Stehman: Proposed path on Winfield Road

Rudy Keller: Proposed path on Winfield Road

Laura Ludwig: Proposed path on Winfield Road

The following individuals requested their attendance be recorded:

Gary Larkins: Proposed path on Winfield Road

Roman Pundur: Proposed path on Winfield Road

**5. APPROVAL OF MINUTES**

**5.A. [24-2416](#)**

DuPage County Transportation Committee Minutes-Tuesday September 3, 2024.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Liz Chaplin

**6. PROCUREMENT REQUISITIONS****6.A. [DT-P-0047-24](#)**

Recommendation for the approval of a contract to LRS Holdings, LLC, d/b/a Lakeshore Recycling Systems, LLC, for solid waste disposal services, as needed for the Division of Transportation, for the period October 1, 2024 through September 30, 2025, for a contract total not to exceed \$55,000, subject to three (3) one-year renewals; per bid # 24-097-DOT.

**RESULT:** APPROVED AND SENT TO FINANCE

**MOVER:** Mary Ozog

**SECONDER:** Lucy Evans

**7. BUDGET TRANSFERS****7.A. [24-2465](#)**

Budget Transfer of \$660,000 from Construction Engineering Services 1500-3550-54040 to Engineering/Architectural Services 1500-3550-53010-FY2024 to reallocate monies from bridge improvement projects that have been delayed to fund expanded pavement maintenance program.

**RESULT:** APPROVED

**MOVER:** Mary Ozog

**SECONDER:** Lucy Evans

**7.B. [24-2467](#)**

Budget Transfer of \$7,750,000 from Transportation Infrastructure 1500-3550-54050 to Repair & Maintenance Roads 1500-3550-53320-FY2024 to reallocate monies from bridge improvement projects that have been delayed to fund expanded pavement maintenance program.

Discussion held.

**RESULT:** APPROVED

**MOVER:** Mary Ozog

**SECONDER:** Liz Chaplin

**8. RESOLUTIONS****8.A. [DT-R-0033-24](#)**

Authorization to apply for an Illinois Transportation Enhancement Program Grant for engineering and construction of the Stearns Road Multi-use Path from the DuPage/Kane County line to Sayer Road.

Discussion held.

<b>RESULT:</b>	APPROVED AT COMMITTEE
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Liz Chaplin

8.B. [DT-R-0034-24](#)

Authorization to apply for a Community Development Block Group Neighborhood Investment Grant for construction of the 91st Street sidewalk and lighting project from Clarendon Hills Road to IL Route 83.

<b>RESULT:</b>	APPROVED AT COMMITTEE
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Liz Chaplin

9. INTERGOVERNMENTAL AGREEMENTS

9.A. [24-2433](#)

DT-R-0027A-24 - Amendment to resolution DT-R-0027-24, an Intergovernmental Agreement for Transfer of Jurisdiction of CH 1/River Road, from Warrenville Road to Ferry Road, and CH 32/Warrenville Road, from Winfield Road to River Road, except for the Warrenville Road Bridge over the West Branch of the DuPage River, and clarifying the ownership and maintenance responsibilities over certain multi-use paths.

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Lucy Evans

9.B. [DT-R-0035-24](#)

Intergovernmental Agreement between the County of DuPage and the Chicago Metropolitan Agency for Planning (CMAP) for the development of the DuPage County Active Transportation Plan. (County to be reimbursed \$118,792).

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Lucy Evans

9.C. [DT-R-0036-24](#)

Intergovernmental Agreement between the County of DuPage and the Chicago Metropolitan Agency for Planning (CMAP) for Transportation activities in support of the Regional ONTO2050 Plan. (County to be reimbursed \$28,564.30).

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Liz Chaplin

**10. GRANT PROPOSAL NOTIFICATION**10.A. [24-2469](#)

GPN 036-24: FY 2025-2028 Illinois Transportation Enhancement Program (ITEP)- Illinois Department of Transportation-Federal Highway Administration-\$3,000,000 (Division of Transportation). Funding will be used for engineering and constructions costs of a mutli-use path along Streamns Road, between DuPage/Kane County Line and Sayer Road.

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Lucy Evans

**11. OLD BUSINESS**

Member Zay thanked the residents for coming out to share their concerns in regards to the proposed multi use path along Winfield Road. He also shared some of his concerns and other possibilities for this area.

Discussion held.

**12. NEW BUSINESS**

No new business was discussed.

**13. ADJOURNMENT**

With no further business, the meeting was adjourned at 10:30 AM., by a motion from Chair Ozog and a second from Member Chaplin.





## Minutes

421 N. COUNTY FARM  
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**File #:** 24-2540

**Agenda Date:** 9/24/2024

**Agenda #:** 4.A.

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**Meeting Date:** 09/17/24**Meeting:** Transportation Committee**Name:** Sharon Keller**Organization:** Homeowner**Address:** 1s510 Swan Lake Court  
Wheaton, IL 60189**Daytime  
Phone:** (630) 712-9262**Subject:** Winfield Road Multimodal Path

September 17, 2024

**Comment:**

This is in regards to a proposal before the DuPage County Board to create a multimodal path along the east side of Winfield Road between Roosevelt and Mack Roads. Homeowners that this path would directly impact were blindsided until survey crews arrived and requested access to our properties last week. Most discussion of the proposed path was held behind closed doors, in a very unneighborly fashion, between one County Board Member and one homeowner whose property would not be compromised. County Engineer Bill Eidson wrote: The survey will allow us to determine any areas that have design constraints or where land acquisition will be required. We will move into design as quickly as possible after the survey is completed.

This proposed path would require acquisition of property from several homes along the route. Five homeowners stand to lose land, fencing and extensive landscaping from their back yards. Other homeowners stand to lose land and landscaping from their front yards. Along the entire path, utility poles and homeowners' mailboxes may need to be moved and replaced. Road signage will need to be replaced. The ground will need to be graded and leveled. There may be obstacles with storm sewer drainage that would require amending. Some County entity will need to maintain the path and the grass areas surrounding the path.

On a personal note, our property backs up to Winfield Road covering a total of 210 feet. We have lived at this location since 1997, raised our family here and at no time have we ever entertained the idea of traveling on Winfield Road in/on anything other than a car.

We visit Cantigny and St. James Farm weekly. Every time we visit these locations, we drive. It is not inconvenient to do that. Driving is the wisest way possible to arrive safely.

After witnessing 3 fatalities along our back property, one requiring Winfield Road to be closed for a Medivac helicopter to transport a driver, we cannot imagine why anyone would want to expose themselves to the hazards on a multimodal path on this stretch of Winfield Road. Guard rails will not stop speeding or out of control vehicles.

We have had sections of our fence plowed through several times by cars jumping the curb, veering off the road or from multivehicle accidents. Cantigny has noted that they too have replaced fencing along their property line numerous times due to vehicles crashing through.

The speed limit is 45 mph but for most drivers, that is a suggestion. Unless your property borders Winfield Road, you would not have any idea as to the speed and volume of traffic that this road experiences daily. Ever since 88 opened access to Winfield Road, the semi traffic has become extreme. The most recent accident that closed Winfield Road for a period of time was one week ago.

This stretch of Winfield Road is frequently used for street racing, especially on the weekends. We have contacted the DuPage County Sheriff's Office to ask them to monitor this. Also, keep in mind that Winfield Road is the main hospital route therefore ambulances and other emergency vehicles legally speed down this stretch of road multiple times each day.

Our backyard has extensive professional landscaping and a 10' fence secured with steel posts. Altering that for a multimodal path along our back property line is not up for negotiation, especially for a hazardous path that few would use. Personal property along the proposed path has already been lost in the widening of Winfield Road into four lanes.

We encourage the Board to visit the proposed multimodal path route to experience firsthand just how dangerous it is out there.

Sharon and Rudy Keller

Dr. Diane L. Stehman  
27w717 Swan Lake Drive  
Wheaton, Illinois 60189  
d-stehman@neiu.edu

September 16, 2024

To the Members of the DuPage County Board,

I respectfully request that you vote against the proposed path along the stretch of Winfield Road in Wheaton just south of Cantigny Park.

This path needs to be voted against for many reasons.

— This stretch of road is unsafe. Cars go out of control regularly. Today there were 3 memorials set up, not an unusual site. Public safety dictates that a proven dangerous section of road is no place for a path for pedestrians to be on. I took pictures of these memorials and have included them as an attachment.

— Has a study been done on who will benefit from this path? Taxpayers dollars will be spent on creating this path that will serve very few people. In addition, the people it will serve will be mostly the wealthy.

— Has a Cost-Benefit Analysis been done? Any Cost-Benefit Analysis must take into consideration the potential loss of life. Figuring out the value of a life in monetary terms was one of the hardest topics I had to teach. I am confident that the population this path will serve is small and so the benefits are also small. The true cost of the path, when considering the potential, and probable loss of life or bodily injury, would swamp any potential benefits.

— Property values will go down for the entire neighbourhood. My early academic research focused on the factors that determined property values in Chicago and suburbs. When the value of a house in the neighbourhood goes down, the property values of the whole neighbourhood go down. The values of the houses along the path will go down influencing the whole neighbourhood. The values will go down because of the loss of land and the easier accessibility of backyards along the path. Backyards have less visibility than front yards and as a result are easier to commit crimes from. People with families do not want to raise kids in a house where there is easy accessibility from the back yard, something this path would create. People also consider the potential for breaking in to their home when there is easier accessibility from the back. These are proven empirical facts.

— There is a justice issue here. This path will serve a few people who are most likely wealthy. Taxpayers funds could better be used if they served more than just a few wealthy people. The cost to taxpayers has to include the continued maintenance of this path. Litter, grading, etc. are a constant expenditure.

— Has a study been done on the number of jogging/walking paths in close proximity? I hope the cemetery across the street from this proposed path has been included since I know people use it for jogging and walking. I have and know others who have also. There are many jogging/walking paths in close proximity to this proposed path that are not crowded. Is this expenditure really necessary? I rather doubt that it will enhance the living experience in DuPage County since the availability to other uncrowded paths exist.

— Has there been a study of the number of cars that have left the highway along the proposed stretch? I am assuming that the number of reported accidents is lower than the actual number. I certainly would guide my car back onto the road if it happened to me.

— Has an air quality study been done on the air that a jogger/walker would breath? Today while taking the pictures of the memorials I noticed that the air quality from the exhausts of the cars was extremely unpleasant.

I respectfully request that the proposed jogging/walking path along Winfield Road in Wheaton just south of Cantigny Park be rejected.

Sincerely Yours,

*Diane L. Stehman Ph.D.*

Diane L. Stehman, Ph.D.  
Professor Emeritus  
Chairperson, Department of Economics, Geography, Environmental Studies  
Northeastern Illinois University















## Minutes

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**File #: 24-2416**

**Agenda Date: 9/17/2024**

**Agenda #: 5.A.**

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# DU PAGE COUNTY

## Transportation Committee

### Draft Summary

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**Tuesday, September 3, 2024**

**10:00 AM**

**Room 3500B**

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**1. CALL TO ORDER**

10:00 AM meeting was called to order by Chair Mary Ozog at 10:00 AM.

**2. ROLL CALL**

<b>PRESENT</b>	Chaplin, Covert, Evans, Ozog, Tornatore, and Zay
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**3. CHAIR'S REMARKS - CHAIR OZOG**

No remarks were offered.

**4. PUBLIC COMMENT**

No public comments were offered.

**5. APPROVAL OF MINUTES**

**5.A. [24-2328](#)**

DuPage County Transportation Committee Minutes-Tuesday August 20, 2024.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Liz Chaplin

**6. PROCUREMENT REQUISITIONS**

**6.A. [24-2329](#)**

Recommendation for the approval of a contract purchase order to Gasaway Distributors, Inc., to furnish and deliver liquid calcium chloride, as needed for the Division of Transportation, for the period of October 1, 2024 through September 30, 2025, for a contract total not to exceed \$20,000; per Illinois Bid Buy contract #24-416CMS-BOSS4-B-39065.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Liz Chaplin

**7. CHANGE ORDERS****7.A. [24-2330](#)**

Kevin's Auto Service & Repair- P.O. # 6447-1-SERV-Decrease remaining encumbrance and close contract purchase order for service and repair of Heavy Duty Diesel Trucks and Equipment, for the Division of Transportation; contract expired on May 31, 2024.

**RESULT:** APPROVED

**MOVER:** Mary Ozog

**SECONDER:** Liz Chaplin

**8. INTERGOVERNMENTAL AGREEMENTS****8.A. [DT-R-0032-24](#)**

Intergovernmental Agreement between the County of DuPage and the Illinois Department of Transportation, for improvements along Illinois 64, from Smith/Kautz Road to York Street; with a total estimated cost of engineering and construction of \$14,452,688, and an estimated County cost of \$221,088.

**RESULT:** APPROVED AND SENT TO FINANCE

**MOVER:** Mary Ozog

**SECONDER:** Liz Chaplin

**9. OLD BUSINESS**

No old business was discussed.

**10. NEW BUSINESS**

No new business was discussed.

**11. ADJOURNMENT**

With no further business, the meeting was adjourned at 10:02 AM, with a motion from Chair Ozog and a second from Member Chaplin.



## Transportation Requisition \$30,000 and Over

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
www.dupagecounty.gov

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**File #:** DT-P-0047-24

**Agenda Date:** 9/17/2024

**Agenda #:** 6.A.

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AWARDING RESOLUTION  
ISSUED TO LRS HOLDINGS, LLC  
D/B/A LAKESHORE RECYCLING SYSTEMS, LLC  
FOR SOLID WASTE DISPOSAL SERVICES  
AS NEEDED FOR THE DIVISION OF TRANSPORTATION  
(CONTRACT TOTAL NOT TO EXCEED \$55,000.00)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the lowest most responsible bidder has been designated and the Transportation Committee recommends County Board approval for the issuance of a contract to LRS Holdings, LLC, d/b/a Lakeshore Recycling Systems, LLC, for solid waste disposal services, as needed for the Division of Transportation, for the period of October 1, 2024 through September 30, 2025.

NOW, THEREFORE, BE IT RESOLVED that said contract for solid waste disposal services, as needed for the Division of Transportation, for the period of October 1, 2024 through September 30, 2025, is hereby approved for issuance to LRS Holdings, LLC, d/b/a Lakeshore Recycling Systems, LLC, 5500 Pearl Street, Rosemont, Illinois 60018, for a contract total not to exceed \$55,000.00, subject to three (3) one-year renewals, per lowest responsible bid 24-097-DOT.

Enacted and approved this 24th day of September, 2024 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist  
Procurement Services Division  
This form must accompany all Purchase Order Requisitions

### SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 24-2422	RFP, BID, QUOTE OR RENEWAL #: #24-097-DOT	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$55,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 09/17/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$220,000.00
	CURRENT TERM TOTAL COST: \$55,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Lakeshore Recycling Systems, LLC	VENDOR #: 26705	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Wallace "Sonny" Ellen III	VENDOR CONTACT PHONE: 320-426-0581	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupagecounty.gov
VENDOR CONTACT EMAIL: wellen@lrsrecycles.com	VENDOR WEBSITE:	DEPT REQ #: 24-1500-59	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).  DOT is requesting a purchase order to Lakeshore Recycling for the haul-off & dumpster service of solid waste disposal on as-needed basis. Effective October 1, 2024 through September 30, 2025, for a contract total not to exceed \$55,000, per low bid #24-097-DOT. This contract is subject to three (3) one-year renewals upon mutual agreement.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished  To properly dispose of solid waste generated by the DOT, as a result of normal highway maintenance and or construction.			

### SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. LOWEST RESPONSIBLE QUOTE/BID (QUOTE < \$25,000, BID ≥ \$25,000; ATTACH TABULATION)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

### SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
<b>MARKET TESTING</b>	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
<b>AVAILABILITY</b>	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

## SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Lakeshore Recycling Systems, LLC	Vendor#: 26705	Dept: Division of Transportation	Division: Accounts Payable
Attn: Wallace "Sonny" Ellen III	Email: wellen@lrsrecycles.com	Attn: Kathy Curcio	Email: DOTFinance@dupagecounty.gov
Address: 5500 Pearl Street, Suite 300	City: Rosemont	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60018	State: IL	Zip: 60187
Phone: 320-426-0581	Fax:	Phone: 630-407-6900	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Lakeshore Recycling Systems, LLC	Vendor#: 26705	Dept: Division of Transportation	Division: Hwy Maintenance
Attn:	Email:	Attn: Jason Walsh	Email: jason.walsh@dupagecounty.gov
Address: same as above.	City:	Address: 140 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone: 847-779-7500 x362	Fax:	Phone: 630-407-6925	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Oct 1, 2024	Contract End Date (PO25): Sep 30, 2025

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Solid Waste Disposal	FY24	1500	3510	53810		54,000.00	54,000.00
2	1	EA		Solid Waste Disposal	FY25	1500	3510	53810		1,000.00	1,000.00
<b><i>FY is required, ensure the correct FY is selected.</i></b>										Requisition Total	\$ 55,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. To provide Solid Waste Disposal for the DOT.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO to Wallace "Sonny" Ellen III, Jason Walsh, David Koehler, and Mike Figuray.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. see above.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



THE COUNTY OF DUPAGE  
FINANCE - PROCUREMENT  
SOLID WASTE DISPOSAL 24-097-DOT  
BID TABULATION



NO.	LOCATIONS	UOM	QTY	Lakeshore Recycling Systems		Utility Transport Services, Inc.	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	Stockpile Testing and Analysis 1900 Arthur Dr. West Chicago, IL 60185	EA	10	NO BID		\$ 4,400.00	\$ 44,000.00
2	Stockpile Testing and Analysis 7900 S. Rt. 53 Woodridge, IL 60517	EA	10	NO BID		\$ 4,400.00	\$ 44,000.00
3	Dumpster Service 1900 Arthur Dr. West Chicago, IL 60185	TONS	200	\$ 65.00	\$ 13,000.00	\$ 119.00	\$ 23,800.00
4	Dumpster Service 7900 S. Rt. 53 Woodridge, IL 60517	TONS	200	\$ 65.00	\$ 13,000.00	\$ 119.00	\$ 23,800.00
5	Haul-off Service 1900 Arthur Dr. West Chicago, IL 60185	TONS	200	\$ 65.00	\$ 13,000.00	\$ 89.00	\$ 17,800.00
6	Haul-off Service 7900 S. Rt. 53 Woodridge, IL 60517	TONS	200	\$ 65.00	\$ 13,000.00	\$ 89.00	\$ 17,800.00
GRAND TOTAL				\$ 52,000.00			\$ 171,200.00

NOTES

Bid Opening 8/29/2024 @ 2:30 PM	HK, BR
Invitations Sent	12
Total Vendors Requesting Documents	1
Total Bid Responses	2

## SECTION 6 – STATEMENT OF WORK/SPECIFICATIONS

DuPage County (“County”) Division of Transportation is seeking a Contractor to remove solid waste materials from stockpile locations generated due to routine highway maintenance.

These solid waste materials are primarily generated from street sweeping activities and excavation spoils. Waste being removed under this contract must be disposed of at a licensed and permitted subtitle D, IEPA landfill or transfer station, and a chain of custody record must be provided to DuPage County.

Materials that pass testing and are not required to be disposed of at a licensed and permitted, subtitle D, IEPA landfill or transfer station will be considered Clean Construction and Demolition Debris (CCDD). CCDD Materials are not covered under this contract, and DuPage County shall be responsible for coordinating other means of disposal. All testing results will be forwarded to DuPage County DOT.

The awarded contractor shall be responsible for the following:

- Provide all necessary testing and analyses required to dispose of solid waste materials generated by DuPage County Division of Transportation.
- Complete all the necessary forms and paperwork to dispose of solid waste materials.
- Provide a copy of all testing results to DuPage County Division of Transportation.
- Provide a copy of all forms and paperwork required for disposal to DuPage County Division of Transportation.
- Coordinate with DuPage County Division of Transportation to schedule site access for stockpile testing.
- Site access hours are between 7:00 a.m. and 2:00 p.m. Monday through Friday (excluding holidays).

Solid waste materials shall be transported from these locations to a licensed and permitted, subtitle D, IEPA landfill or station.

Locations	
Stockpile Testing and Analysis 1900 Arthur Dr. West Chicago, IL 60185	Dumpster Service 7900 S. Rt. 53 Woodridge, IL 60517
Stockpile Testing and Analysis 7900 S. Rt. 53 Woodridge, IL 60517	Haul-off Service 1900 Arthur Dr. West Chicago, IL 60185
Dumpster Service 1900 Arthur Dr. West Chicago, IL 60185	Haul-off Service 7900 S. Rt. 53 Woodridge, IL 60517

Acceptable means of transportation shall include the options below. DuPage County Division of Transportation will choose which option is in its best interest when it calls for service.

- A 20-yard storage dumpster at various locations. Loads in dumpsters shall not exceed 10 tons and call for pickup is as needed.
- Trucks. Loaded trucks shall be hauled off within five (5) days of notification.

The contractor shall submit copies of all landfill weight tickets, testing results, and forms to Jason Walsh at [Jason.Walsh@Dupagecounty.gov](mailto:Jason.Walsh@Dupagecounty.gov) and Michael Figuray at [Michael.Figuray@Dupagecounty.gov](mailto:Michael.Figuray@Dupagecounty.gov) for verification before invoicing the County.



**SECTION 7 - BID FORM PRICING**

Quantities listed are canvassing quantities and intended to establish pricing. Pricing submitted in the table below shall include all dumpster fees, testing, documentation, labor, materials, and incidentals, including but not limited to tarps, liners, trucking costs, landfill tipping fees, permits, etc., F.O.B. Destination.

NO	LOCATIONS	UOM	QTY	PRICE	EXTENDED PRICE
1	Stockpile Testing and Analysis 1900 Arthur Dr. West Chicago, IL 60185	EA	10	\$	\$
2	Stockpile Testing and Analysis 7900 S. Rt. 53 Woodridge, IL 60517	EA	10	\$	\$
3	Dumpster Service 1900 Arthur Dr. West Chicago, IL 60185	TONS	200	\$ <b>13,000</b>	\$ <b>65 A TON</b>
4	Dumpster Service 7900 S. Rt. 53 Woodridge, IL 60517	TONS	200	\$ <b>13,000</b>	\$ <b>65 A TON</b>
5	Haul-off Service 1900 Arthur Dr. West Chicago, IL 60185	TONS	200	\$ <b>13,000</b>	\$ <b>65 A TON</b>
6	Haul-off Service 7900 S. Rt. 53 Woodridge, IL 60517	TONS	200	\$ <b>13,000</b>	\$ <b>65 A TON</b>
<b>GRAND TOTAL</b>					\$ 52,000 FOR 800 TONS
<b>GRAND TOTAL (In words)</b> FIFTY TWO THOUSAND DOLLARS FOR 800 TONS & \$65 EA TON OVER					

**SECTION 8 - BID FORM SIGNATURE PAGE**

The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

 **Major Account Executive**  
X \_\_\_\_\_  
(Signature and Title)

CORPORATE SEAL  
(If available)

BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ AD, 20\_\_\_\_\_

\_\_\_\_\_ My Commission Expires: \_\_\_\_\_  
(Notary Public)

\_\_\_\_\_  
SEAL

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

# **CONTRACT ADMINISTRATION INFORMATION:**

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	LAKESHORE RECYCLING SYSTEMS	NAME	LAKESHORE RECYCLING SYSTEMS
CONTACT	Wallace "Sonny" Ellen III	CONTACT	VENDOR # 26705
ADDRESS	5500 Pearl Street	ADDRESS	5500 Pearl Street
CITY ST ZIP	Rosemont IL 60018	CITY ST ZIP	Rosemont IL 60018
TX	320-426-0581	TX	847-779-7500 x 362
FX		FX	
EMAIL	wellen@lrsrecycles.com	EMAIL	
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Division of Transportation Attn: Kathy Black 421 North County Farm Road Wheaton, IL 60187 TX : (630) 407-6892 Email : <a href="mailto:DOTFinance@dupagecounty.gov">DOTFinance@dupagecounty.gov</a>		DuPage County Attn: Roula Eikosidekas 180 North County Farm Road Wheaton, IL 60187 TX : (630) 407-6906 EMAIL : <a href="mailto:roula.eikosidekas@dupagecounty.gov">roula.eikosidekas@dupagecounty.gov</a>	

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DESTINATION, DELIVERED, AND INSTALLED  
(FREIGHT INCLUDED IN PRICE)



## Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 8/29/2024

Bid/Contract/PO #: 24-097-DOT

Company Name: <u>LAKE SHORE RECYCLING SYSTEMS</u>	Company Contact: <u>Wallace "Sonny" Ellen III</u>
Contact Phone: <u>320-426-0581</u>	Contact Email: <u>wellen@lrsrecycles.com</u>

### The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

- Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☒ **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

- All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

☒ **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

**Continuing disclosure is required, and I agree to update this disclosure form as follows:**

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

**The full text for the county's ethics and procurement policies and ordinances are available at:**

[http://www.dupagecounty.gov/government/county\\_board/ethics\\_at\\_the\\_county/](http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/)

**I hereby acknowledge that I have received, have read, and understand these requirements.**

Authorized Signature

[Redacted Signature]

0E0A1C8CAAFB414...

Printed Name

Wallace "Sonny" Ellen III

Title

Major Account Executive

Date

8/29/2024

**Attach additional sheets if necessary. Sign each sheet and number each page. Page \_\_\_\_\_ of \_\_\_\_\_ (total number of pages)**



## Budget Transfer

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 24-2465

**Agenda Date:** 9/17/2024

**Agenda #:** 7.A.

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DuPage County, Illinois  
BUDGET ADJUSTMENT  
Effective January 22, 2024

*WCE*

From: 1500  
Company #

MOTOR FUEL TAX  
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance	B/S Fund
					Prior to Transfer	After Transfer		
3550	54040		CONSTRUCTION ENGINEERING SVC	\$ 660,000.00	5,352,554.73	4,682,554.73	9/10/24	1500-9101
Total				\$ 660,000.00				

To: 1500  
Company #

MOTOR FUEL TAX  
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance	B/S Fund
					Prior to Transfer	After Transfer		
3550	53010		ENGINEERING/ARCHITECTURAL SVC	\$ 660,000.00	253,623.28	913,623.28	9/10/24	1500-9101
Total				\$ 660,000.00				

Reason for Request:

FY2024 budgeted bridge improvement projects have been delayed, therefore those funds have been re-allocated for increased annual pavement maintenance programs.

*[Redacted Signature]*  
Department Head

9/10/24  
Date

Activity \_\_\_\_\_  
(optional)

*[Redacted Signature]*  
Chief Financial Officer

9/11/24  
Date

\*\*\*\*Please sign in blue ink on the original form\*\*\*\*

Finance Department Use Only			
Fiscal Year <u>24</u>	Budget Journal # _____	Acctg Period _____	
Entered By/Date _____		Released & Posted By/Date _____	

DOT - 9/17/24  
FIN/CB - 9/24/24

*[Handwritten mark]*



## Budget Transfer

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 24-2467

**Agenda Date:** 9/17/2024

**Agenda #:** 7.B.

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DuPage County, Illinois  
BUDGET ADJUSTMENT  
Effective January 22, 2024

kbe  
JG  
WCE

From: 1500  
Company #

MOTOR FUEL TAX  
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance	B/S Fund
					Prior to Transfer	After Transfer		
3550	54050		TRANSPORTATION INFRASTRUCTURE	\$ 7,750,000.00	17,743,572.70	9,993,572.70	9/10/24	1500-9101
Total				\$ 7,750,000.00				

To: 1500  
Company #

MOTOR FUEL TAX  
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance	B/S Fund
					Prior to Transfer	After Transfer		
3550	53320		REPAIR & MTCE ROADS	\$ 7,750,000.00	6,302.94	7,756,302.94	9/10/24	1500-9101
Total				\$ 7,750,000.00				

Reason for Request:

FY2024 budgeted bridge improvement projects have been delayed, therefore those funds have been re-allocated for increased annual pavement maintenance programs.

Department Head

Chief Financial Officer

Activity

(optional)

9/10/24  
Date  
9/11/24  
Date

\*\*\*\*Please sign in blue ink on the original form\*\*\*\*

Finance Department Use Only			
Fiscal Year <u>24</u>	Budget Journal # _____	Acctg Period _____	
Entered By/Date _____	Released & Posted By/Date _____		

DOT - 9/17/24  
FIN/CB - 9/24/24

8





## Transportation Resolution

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
www.dupagecounty.gov

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**File #:** DT-R-0033-24

**Agenda Date:** 9/17/2024

**Agenda #:** 8.A.

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AUTHORIZING APPLICATION OF AN ILLINOIS TRANSPORTATION  
ENHANCEMENT PROGRAM (ITEP) GRANT FOR DESIGN ENGINEERING, CONSTRUCTION AND  
CONSTRUCTION ENGINEERING OF  
STEARNS ROAD MULTIPLE USE PATH  
SECTION 23-00285-03-BT

WHEREAS, the County Board of DuPage County, by prior resolution at its May 14, 2024 meeting, approved a contract to undertake a concept development engineering study of a proposed multi-use path along Stearns Road from the DuPage/Kane County Line to Munger Road; and

WHEREAS, the concept plan will yield a preferred route to carry forward into Phase 1 and design engineering; and

WHEREAS, the Illinois Transportation Enhancement Program (hereinafter "ITEP") grant application cycle 15 is underway through the Illinois Department of Transportation (hereinafter "STATE"); and

WHEREAS, funds for the ITEP Cycle 15 are to be awarded for up to \$3,000,000.00 maximum per project, on a competitive basis for well planned projects that provide and support alternate modes of transportation; and

WHEREAS, the Stearns Road Multi-Use Path project was identified as a high priority project in the DuPage County Bikeway Plan; and

WHEREAS, the County desires to submit an application for ITEP funding, in the amount of \$3,000,000 for Phase 2 Design Engineering, construction and/or construction engineering; and

WHEREAS, the County will fund the required 20 percent local match (estimated \$750,000) and any additional cost over \$3,750,000, if said grant is awarded.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Director of Transportation and County Engineer are hereby authorized and directed to apply for grant funds from the STATE, under its ITEP Cycle 15, for the Stearns Road Multi-use Path from the DuPage County/Kane County Line to Sayer Road; and

BE IT FURTHER RESOLVED that if the said grant is approved by the STATE, a funding agreement will be brought forward to the DuPage County Board for approval of the necessary funds.

Enacted and approved this 24th day of September, 2024 at Wheaton, Illinois.

\_\_\_\_\_  
DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_  
JEAN KACZMAREK, COUNTY CLERK



# Illinois Department of Transportation

Office of Highways Project Implementation / Bureau of Local Roads & Streets  
2300 South Dirksen Parkway / Room 205 / Springfield, Illinois / 62764

July 8, 2024

## CIRCULAR LETTER 2024-14

### CATEGORY: NOTICE OF FUNDING OPPORTUNITY

### 2024 ILLINOIS TRANSPORTATION ENHANCEMENT PROGRAM (ITEP) SOLICITATION

COUNTY ENGINEERS / SUPERINTENDENTS OF HIGHWAYS / MUNICIPAL ENGINEERS / DIRECTORS OF PUBLIC WORKS / MAYORS / METROPOLITAN PLANNING ORGANIZATIONS - DIRECTORS / TOWNSHIP HIGHWAY COMMISSIONERS / CONSULTING ENGINEERS

#### INTRODUCTION:

The Illinois Department of Transportation (IDOT) will be accepting applications for the Illinois Transportation Enhancement Program (ITEP) beginning **August 1, 2024, through September 30, 2024** (Cycle 16). The ITEP provides funding for community-based projects that expand travel options and enhance the transportation experience by improving the cultural, historic, aesthetic, and environmental aspects of our transportation infrastructure.

The program funding for this Cycle 16 is estimated at \$140,000,000. ITEP awards, including ITEP matching funds, will be capped at \$3 million. Awards are anticipated to be announced in Spring 2025. Pursuant to the Sunset Clause requirements, all funds must be obligated within four years from the award notification letter.

#### SUBMISSION REQUIREMENTS:

ITEP applicants will be accepted through the ITEP Application Portal available through the [ITEP website](#). Attachment requirements are detailed on the ITEP website and will vary based on whether the applicant sponsor is subject to the Grant Accountability and Transparency Act (GATA). Local Public Agencies are exempt from GATA for transportation projects.

Non-exempt applicant sponsors must be registered through the Grant Accountability and Transparency Act (GATA) Grantee Portal, and all pre-award requirements must be fulfilled prior to application submission. The Grantee Portal link, the Notice of Funding Opportunity, and additional information on GATA requirements can be found at [gata.illinois.gov](http://gata.illinois.gov). The sponsor cannot be on Illinois Stop Payment List at the time of application submittal and thereafter. All general GATA questions may be directed to [DOT.GATA@Illinois.gov](mailto:DOT.GATA@Illinois.gov).

#### 2024 ITEP INFORMATIONAL WEBINARS:

A series of webinars providing information about the program and application process is available on the [Active Transportation Alliance](#) website. The webinars will be recorded for later viewing. This series was made possible through partnership

with the Illinois State Physical Activity and Nutrition Program and funding from the Centers for Disease Control and Prevention, the Active Transportation Alliance, the Illinois Public Health Institute, and IDOT.

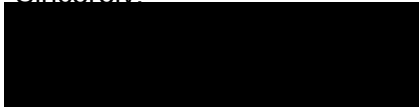
**ADDITIONAL INFORMATION:**

Further guidance and requirements for the upcoming cycle is available on the [ITEP website](#). All ITEP questions may be directed to [DOT.ITEP@Illinois.gov](mailto:DOT.ITEP@Illinois.gov).

**Completed applications must be submitted through the ITEP application portal by Monday, September 30, 2024.**

For questions about this Circular Letter, please contact Holly Primm, Local Planning and Programming Unit Manager at [Holly.Primm@illinois.gov](mailto:Holly.Primm@illinois.gov) or (217) 782-1662.

Sincerely,



Gregory S. Lupton, P.E.  
Acting Engineer of Local Roads and Streets

cc: Vershun Tolliver, FHWA Illinois Division Administrator  
Aaron Metzger, Illinois Association of County Engineers  
Molly Rockford, Illinois Association of County Engineers  
Brad Cole, Illinois Municipal League  
Jerry Crabtree, Township Officials of Illinois  
Craig Smith, Township Highway Commissioners of Illinois



## Transportation Resolution

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
www.dupagecounty.gov

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**File #:** DT-R-0034-24

**Agenda Date:** 9/17/2024

**Agenda #:** 8.B.

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AUTHORIZING DIVISION OF TRANSPORTATION APPLICATION FOR A  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
NEIGHBORHOOD INVESTMENT GRANT  
FOR CONSTRUCTION OF SIDEWALK AND LIGHTING  
IN THE 91<sup>ST</sup> STREET CORRIDOR FROM CLARENDON HILLS ROAD TO IL 83  
SECTION 24-WCCPM-01-SW

WHEREAS, the County Board of DuPage County has expressed a strong desire to support the Hinsdale Lake Terrace Neighborhood through a mobility and safety improvement project (hereinafter "PROJECT") located in the 91<sup>st</sup> Street Corridor from Clarendon Hills Road to IL Route 83, in unincorporated DuPage County, and has supported various DuPage County Division of Transportation grant requests on behalf of the community; and

WHEREAS, the Community Development Block Grant Neighborhood Investment Grant application (hereinafter "CDBG NIV"), promulgated by the U.S. Department of Housing and Urban Development, and through the DuPage County Community Development Commission (hereinafter "DUPAGE CDC") is open and accepting applications; and

WHEREAS, the Hinsdale Lake Terrace community demographics and economic conditions make it eligible for such funding; and

WHEREAS, in 2024 DuPage County Division of Transportation will initiate environmental and design engineering on an infrastructure and safety improvement within the Hinsdale Lake Terrace community; this engineering will meet the Project-type criteria for the CDBG NIV grant; and

WHEREAS, funds for the CDBG NIV are to be awarded on a competitive basis, for well planned projects benefitting low to moderate income neighborhoods; and

WHEREAS, to support this neighborhood, the County desires to submit an application for CDBG NIV funding, in the amount of \$500,000 (no cost match required), for construction of a sidewalk and lighting system along 91<sup>st</sup> Street; and

WHEREAS, the County estimates that the total cost of the Project including engineering and construction will exceed \$1 million wherein the County will fund the engineering components of the PROJECT.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Director of Transportation and County Engineer are hereby authorized and directed to apply for CDBG NIV grant funds through the DUPAGE CDC for the PROJECT; and

BE IT FURTHER RESOLVED that if said grant is approved, a funding agreement will be brought forward to the DuPage County Board for approval.

Enacted and approved this 24th day of September, 2024 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_  
JEAN KACZMAREK, COUNTY CLERK



## Action Item

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
www.dupagecounty.gov

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**File #:** 24-2433

**Agenda Date:** 9/17/2024

**Agenda #:** 9.A.

---

DT-R-0027A-24

**AMENDMENT TO RESOLUTION DT-R-0027-24**

**INTERGOVERNMENTAL AGREEMENT FOR**

**TRANSFER OF JURISDICTION OF CH 1/RIVER ROAD**

**FROM WARRENVILLE ROAD TO FERRY ROAD, AND CH 32/ WARRENVILLE ROAD FROM WINFIELD ROAD TO RIVER ROAD, EXCEPT FOR THE WARRENVILLE ROAD BRIDGE OVER THE WEST BRANCH OF THE DUPAGE RIVER, FROM THE COUNTY OF DU PAGE TO THE CITY OF WARRENVILLE AND ASSUMPTION OF ROUTINE MAINTENANCE ON WARRENVILLE ROAD BRIDGE OVER THE WEST BRANCH OF THE DUPAGE RIVER AND CLARIFYING THE OWNERSHIP AND MAINTENANCE RESPONSIBILITIES OVER CERTAIN MULTI-USE PATHS**

WHEREAS, the County of DuPage (hereinafter referred to as "COUNTY") has heretofore adopted Resolution DT-R-0027-24 on June 11, 2024, wherein the COUNTY entered into an Intergovernmental Agreement with the City of Warrenville (hereinafter referred to as "CITY") for Transfer of Jurisdiction of CH 1/River Road (Warrenville Road to Ferry Road ) and CH 32/Warrenville Road (Winfield Road to River Road except for the Warrenville Road Bridge over the West Branch of the DuPage River) from the County of DuPage to the City of Warrenville (hereinafter referred to as "AGREEMENT"); and

WHEREAS, subsequent to entering into the original AGREEMENT, the Illinois Department of Transportation (hereinafter referred to as "STATE") has asked the COUNTY and CITY to revise the collective length in miles to approximately 1.06 miles which requires an amendment to the AGREEMENT (attached hereto); and

WHEREAS, the Intergovernmental Agreement Amendment must be executed.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Board Chair is hereby authorized and directed to sign on behalf of the County, and the DuPage County Clerk is hereby authorized to attest thereto, the attached Intergovernmental Agreement Amendment with the CITY; and

BE IT FURTHER RESOLVED that six (6) original copies of this resolution, Intergovernmental Agreement Amendment and the BLR forms for the Jurisdictional Transfers be sent to the Illinois Department of Transportation, by and through the Division of Transportation.

Enacted and approved this 24th day of September, 2024 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK





**CONVEYOR**

Local Public Agency No. 1

County of DuPage

LPA Type

County

County

DuPage

**RECIPIENT**

Local Public Agency No. 2

City of Warrenville

LPA Type

County

Municipality

DuPage

In accordance with authority granted in Section 4-409 of the Illinois Highway Code, this agreement is made and entered into between the above Local Public Agency No. 1 hereinafter referred to as "Conveyor" and the above Local Public Agency No. 2, hereinafter referred to as "Recipient", to transfer the jurisdiction of the designated location from the Conveyor to the Recipient.

**Location Description**

Road Name

River Road

Route(s)

CH1/FAU 1481

Length (miles)

0.84

Key Route(s) Information

022 091481 000000 (Station 3.15-3.99)

Termini

From north edge of pavement of Ferry Road (CH 3) northerly .84 miles to the south edge of pavement of Warrenville Road, in its entirety.

This transfer ☒ does not ☐ does include NBIS Structure No(s). N/A

**Include For Counties Only**

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code. NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part thereof a copy a location map as Addendum No. 1 and an original of the resolution as an Addendum, and

**Include For Municipalities Only**

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality of Section 7-101 of the Illinois Highway Code. NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of a location map as Addendum No. 1 and an original of the ordinance as an Addendum, and

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective (check one):

☒ Upon IDOT approval ☐  calendar days after  ☐ other

**Attachments**

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this agreement.

☒ Location Map (Addendum No.1) ☒ Municipal Ordinance

☒ Ordinance/Resolution (Addendum No. 2) ☒ County-City IGA

IT IS FURTHER AGREED, that the provisions of this agreement shall be binding upon and inures to the benefit of the parties hereto, their successor and assigns.

**Signatures**

APPROVED BY CONVEYOR	APPROVED BY RECIPIENT
Name of Local Public Agency Official	Name of Local Public Agency Official
Deborah A. Conroy	David Brummel
Title	Title
Chair, DuPage County Board	Mayor
Local Public Agency Official Signature & Date	Local Public Agency Official Signature & Date

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

**APPROVED**

Director

--

Office of Highways Project Implementation Signature & Date

--

## BLR 05212 Instructions

This form shall be used when a Local Public Agency (LPA) and the State of Illinois desire a jurisdictional transfer of a roadway. For more information see Chapter 5 of the Bureau of Local Roads and Street Manual (BLRS Manual). For signature requirements, refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

### Conveyor

Local Public Agency No. 1                      Insert the name of LPA who is the conveyor for the jurisdictional transfer

LPA Type    Select LPA Type of the Conveyor (i.e. County, Municipal, Township/Road District)

County    Insert the name of the county in which the LPA is located.

### Recipient

Local Public Agency No. 2                      Insert the name of LPA who is the recipient for the jurisdictional transfer

LPA Type    Select LPA Type of the Recipient (i.e. County, Municipal, Township/Road District)

County    Insert the name of the county in which the LPA is located.

### Location Description

Local Name    Insert the local(common) name of the roadway involved in the transfer.

Route    Insert the route number of the roadway involved in the transfer.

Length    Insert the length of the transfer in miles to the nearest hundredth.

Key Route Information                              Insert the key route(s) information of the roadway involved in the transfer. This information will need to be obtained from the Department of Transportation. It will be a 14 digit code.

Termini     Insert the beginning and ending termini of the transfer. When describing the limits of the jurisdictional transfer the wording of the termini description should be consistent between the agreement itself and any ordinances, or resolutions that may be included with the agreement. If not enough room insert page.

Structure Transfer                                   Check the appropriate box as to the status of the transfer of any structures located within termini of the roadway transfer. List structures on the line provided. If no structure exists then insert N/A on the line. **Any structure not specifically excluded is considered part of the jurisdictional transfer. The number must be the NBIS number.** If there is not enough room to list all NBIS structures, then attach list of structures on a separate piece of paper as an addendum.

### Effective Jurisdictional

Transfer Date    Check the appropriate box as to when the jurisdictional transfer will become effective. For a number of calendar days transfer insert the number of calendar days and the date after. For other check the box and insert when effective, example upon final acceptance.

Attachments:    Attach as required a location map of the jurisdictional transfer as Addendum No. 1, and if required a resolution or ordinance as Addendum No. 2, along with any other required attachments. All attachments must be legible and in black and white.

### Signatures

Local Public Agency (Conveyor)                      The LPA shall insert their name, title then sign and date.

Local Public Agency (Recipient)                      The LPA shall insert their name, title then sign and date.

State of Illinois    Upon approval the Department of Transportation shall sign and date here.

**A minimum of three (3) signed originals must be submitted to the Regional Engineer's District office.**

**Following the IDOT's Approval, distribution will be as follows:**

Local Public Agency Clerk (one for each LPA)  
District File (Electronically after execution)  
Bureau of Local Roads and Streets Central Office  
Bureau of Operations District Office (Electronically after execution)  
District Roadway Inventory (Electronically after execution)



**CONVEYOR**

Local Public Agency No. 1

County of DuPage

LPA Type

County

County

DuPage

**RECIPIENT**

Local Public Agency No. 2

City of Warrenville

LPA Type

County

Municipality

DuPage

In accordance with authority granted in Section 4-409 of the Illinois Highway Code, this agreement is made and entered into between the above Local Public Agency No. 1 hereinafter referred to as "Conveyor" and the above Local Public Agency No. 2, hereinafter referred to as "Recipient", to transfer the jurisdiction of the designated location from the Conveyor to the Recipient.

**Location Description**

Road Name

Warrenville Road

Route(s)

FAU 1479/CH 32

Length (miles)

0.22

Key Route(s) Information

022 91479 000000

Termini

From west edge of pavement of Winfield Road CH 13 westerly to east edge of pavement of River Road CH 1, excluding SN 022-3045, in its entirety.

This transfer ☒ does not ☐ does include

NBIS Structure No(s). 022-3045

**Include For Counties Only**

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code. NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part thereof a copy a location map as Addendum No. 1 and an original of the resolution as an Addendum, and

**Include For Municipalities Only**

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality of Section 7-101 of the Illinois Highway Code. NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of a location map as Addendum No. 1 and an original of the ordinance as an Addendum, and

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective (check one):

☒ Upon IDOT approval

☐

calendar days after

☐ other

**Attachments**

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this agreement.

☒ Location Map (Addendum No.1)

☒ Municipal Ordinance

☒ Ordinance/Resolution (Addendum No. 2)

☒ County-City IGA

IT IS FURTHER AGREED, that the provisions of this agreement shall be binding upon and inures to the benefit of the parties hereto, their successor and assigns.

**Signatures**

**APPROVED BY CONVEYOR**

Name of Local Public Agency Official

Deborah A. Conroy

Title

Chair, DuPage County Board

Local Public Agency Official Signature & Date

**APPROVED BY RECIPIENT**

Name of Local Public Agency Official

David Brummel

Title

Mayor

Local Public Agency Official Signature & Date

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

**APPROVED**

Director

--

Office of Highways Project Implementation Signature & Date

--

## BLR 05212 Instructions

This form shall be used when a Local Public Agency (LPA) and the State of Illinois desire a jurisdictional transfer of a roadway. For more information see Chapter 5 of the Bureau of Local Roads and Street Manual (BLRS Manual). For signature requirements, refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

### Conveyor

Local Public Agency No. 1                      Insert the name of LPA who is the conveyor for the jurisdictional transfer

LPA Type    Select LPA Type of the Conveyor (i.e. County, Municipal, Township/Road District)

County    Insert the name of the county in which the LPA is located.

### Recipient

Local Public Agency No. 2                      Insert the name of LPA who is the recipient for the jurisdictional transfer

LPA Type    Select LPA Type of the Recipient (i.e. County, Municipal, Township/Road District)

County    Insert the name of the county in which the LPA is located.

### Location Description

Local Name    Insert the local(common) name of the roadway involved in the transfer.

Route    Insert the route number of the roadway involved in the transfer.

Length    Insert the length of the transfer in miles to the nearest hundredth.

Key Route Information                              Insert the key route(s) information of the roadway involved in the transfer. This information will need to be obtained from the Department of Transportation. It will be a 14 digit code.

Termini     Insert the beginning and ending termini of the transfer. When describing the limits of the jurisdictional transfer the wording of the termini description should be consistent between the agreement itself and any ordinances, or resolutions that may be included with the agreement. If not enough room insert page.

Structure Transfer                                   Check the appropriate box as to the status of the transfer of any structures located within termini of the roadway transfer. List structures on the line provided. If no structure exists then insert N/A on the line. **Any structure not specifically excluded is considered part of the jurisdictional transfer. The number must be the NBIS number.** If there is not enough room to list all NBIS structures, then attach list of structures on a separate piece of paper as an addendum.

### Effective Jurisdictional

Transfer Date    Check the appropriate box as to when the jurisdictional transfer will become effective. For a number of calendar days transfer insert the number of calendar days and the date after. For other check the box and insert when effective, example upon final acceptance.

Attachments:    Attach as required a location map of the jurisdictional transfer as Addendum No. 1, and if required a resolution or ordinance as Addendum No. 2, along with any other required attachments. All attachments must be legible and in black and white.

### Signatures

Local Public Agency (Conveyor)                      The LPA shall insert their name, title then sign and date.

Local Public Agency (Recipient)                      The LPA shall insert their name, title then sign and date.

State of Illinois    Upon approval the Department of Transportation shall sign and date here.

**A minimum of three (3) signed originals must be submitted to the Regional Engineer's District office.**

**Following the IDOT's Approval, distribution will be as follows:**

Local Public Agency Clerk (one for each LPA)  
District File (Electronically after execution)  
Bureau of Local Roads and Streets Central Office  
Bureau of Operations District Office (Electronically after execution)  
District Roadway Inventory (Electronically after execution)

**RESOLUTION NO. R2024-54**

**A RESOLUTION APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WARRENVILLE AND THE COUNTY OF DUPAGE REGARDING THE JURISDICTIONAL TRANSFER OF CERTAIN RIGHTS-OF-WAY AND THE MAINTENANCE AND OWNERSHIP OF CERTAIN PROPERTY**

WHEREAS, the City is a home rule municipal corporation pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970 and the County of DuPage ("**County**") is an Illinois body corporate and politic; and

WHEREAS, the City and the County are both public agencies under the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220 and are authorized to exercise their powers and duties in a cooperative manner among themselves as public agencies; and

WHEREAS, on May 20, 2024, the City Council adopted Resolution R2024-27, approving and authorizing the City to enter into an intergovernmental agreement with the County for the transfer of jurisdiction of certain rights-of-way from the County to the City and to clarify the ownership of and maintenance responsibilities for of certain multi-use paths ("**IGA**"); and

WHEREAS, pursuant to the IGA the City accepted the transfer of jurisdiction from the County to the City of the following segments of public right-of-way: (i) River Road, from north edge of pavement of Ferry Road to the south edge of pavement of Warrenville Road; and (ii) Warrenville Road, from the west edge of pavement of Winfield Road westerly to the east edge of pavement of River Road, excluding the Warrenville Road Bridge over the West Branch of the DuPage River (SN 022-3045) (collectively, the "**Jurisdictional Transfer**"); and

WHEREAS, the County and the City desire to amend the IGA to update the lengths of each road segment within the Jurisdictional Transfer ("**Amendment**"); and

WHEREAS, the Mayor and the City Council have determined that it is in the best interest of the City and the public to approve and authorize the execution of the Amendment to the IGA with the County and approve and authorize the Jurisdictional Transfer as set forth in the IGA, as amended by the Amendment;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF WARRENVILLE, DUPAGE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Recitals. The recitals listed above are incorporated in this Resolution as if fully set forth in this Resolution.

SECTION 2: Approval of Amendment to the IGA. The Amendment to the IGA with the County is hereby approved substantially in the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the Mayor.

SECTION 3: Execution of Amendment to the IGA. The Mayor and City Clerk are authorized and directed to execute the Amendment to the IGA and transmit executed and sealed copies to the County.

SECTION 4: Approval and Authorization of Jurisdictional Transfer. The City Council hereby: (a) approves and authorizes the Jurisdictional Transfer as set forth in the IGA, as amended by the Amendment; and (b) authorizes the City Administrator, Mayor, and City Clerk,

as applicable, to execute and seal, on behalf of the City, all documents approved by the City Attorney and the City Administrator necessary to complete the Jurisdictional Transfer.

SECTION 5: Transfer of Jurisdiction. Pursuant to the statutory and home rule powers of the City, the City Council hereby approves and authorizes following segments of public right-of-way, in their entirety, to be included within the municipal street system of the City, as further described in the IGA, as amended by the Amendment: (i) River Road, from north edge of pavement of Ferry Road to the south edge of pavement of Warrenville Road; and (ii) Warrenville Road, from the west edge of pavement of Winfield Road westerly to the east edge of pavement of River Road, excluding the Warrenville Road Bridge over the West Branch of the DuPage River (SN 022-3045).

SECTION 6: Effective Date. This Resolution shall be in full force and effect following its passage and approval in the manner provided by law.

PASSED THIS 3<sup>rd</sup> day of September, 2024.

AYES: Aids: Lockett, Wilkie, Davolos, Weidner, Aschauer, Kruckenberg, Barry, and Augustynowicz

NAYS: None

ABSENT: None

ABSTAIN: None

APPROVED THIS 3<sup>rd</sup> day of September 2024.

MAYOR

ATTEST:

CITY CLERK



**EXHIBIT A**  
**AMENDMENT**

AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE COUNTY OF DU PAGE AND THE CITY OF WARRENVILLE  
FOR TRANSFER OF JURISDICTION OF  
CH 1/RIVER ROAD FROM WARRENVILLE ROAD  
TO FERRY ROAD, AND  
CH 32/WARRENVILLE ROAD  
FROM WINFIELD ROAD TO RIVER ROAD  
EXCEPT FOR THE WARRENVILLE ROAD BRIDGE OVER THE  
WEST BRANCH OF THE DU PAGE RIVER  
FROM THE COUNTY OF DU PAGE TO THE CITY OF WARRENVILLE  
AND  
ASSUMPTION OF ROUTINE MAINTENANCE ON  
WARRENVILLE ROAD BRIDGE OVER THE  
WEST BRANCH OF THE DUPAGE RIVER

THIS AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR TRANSFER OF JURISDICTION OF CH 1/RIVER ROAD (WARRENVILLE ROAD TO FERRY ROAD) AND CH 32/WARRENVILLE ROAD (WINFIELD ROAD TO RIVER ROAD EXCEPT FOR THE WARRENVILLE ROAD BRIDGE OVER THE WEST BRANCH OF THE DU PAGE RIVER) FROM THE COUNTY OF DU PAGE TO THE CITY OF WARRENVILLE (hereinafter referred to as the "AMENDMENT"), is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the County of DuPage (hereinafter referred to as the "COUNTY"), a body corporate and politic, with offices at 421 N. County Farm Road, Wheaton, Illinois 60187, and the City of Warrenville (hereinafter referred to as "CITY"), with offices at 3S258 Manning Avenue, Warrenville, Illinois 60555. The COUNTY and the CITY are hereinafter individually referred to as a "party" or together as the "parties."

RECITALS

WHEREAS, the COUNTY and the DISTRICT entered into an Intergovernmental Agreement between the County of DuPage and the City of Warrenville for Transfer of Jurisdiction on June 11, 2024 (hereinafter referred to as "AGREEMENT"); and

WHEREAS, the COUNTY and the CITY desire to amend said AGREEMENT to revise the lengths in miles pursuant to the Illinois Department of Transportation's (hereinafter referred to as "STATE") review of the AGREEMENT.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

## 1.0 RECITALS AMENDED

- 1.1. WHEREAS, CH 1/River Road from Warrenville Road to Ferry Road, in its entirety, and a segment of CH 32/Warrenville Road from Winfield Road to River Road that are collectively approximately 1.06 mi. in length (consisting of approximately 2.53 lane miles) are currently a part of the County Highway System and under the jurisdiction of the COUNTY.

## 2.0 AMENDMENT

- 2.1 The COUNTY agrees to delete from the County Highway System and transfer jurisdiction, as is, and the CITY agrees to add to the CITY's system and accept jurisdiction, as is, of CH 1/River Road from Warrenville Road to the north edge of pavement of Ferry Road, in its entirety, that is approximately 0.84 mile in length, consisting of 1.67 line miles and CH 32/Warrenville Road from River Road to the west edge of pavement of Winfield Road exclusive of the BRIDGE, that is approximately 0.22 mile in length, consisting of 0.68 lane miles, including all existing roadway surface, sidewalks, paths, lighting, and related appurtenances, upon execution of this AGREEMENT by entering into the Local Agency Agreement for Jurisdictional Transfer (including map) as attached hereto as Exhibit A which is incorporated herein by reference.

## 3.0 ORIGINAL AGREEMENT

- 3.1 Other than the Amendments enumerated in 1.1. and 2.1 above, all other terms of the AGREEMENT shall remain in effect.

IN WITNESS WHEREOF, the parties have caused this AMENDMENT to be executed in duplicate counterparts, each of which shall be considered as an original by their duly authorized officers as of the date first above written.

\_\_\_\_\_  
Deborah A. Conroy, Chair  
DuPage County Board

\_\_\_\_\_  
David Brummel, Mayor  
City of Warrenville

ATTEST:

ATTEST:

\_\_\_\_\_  
Jean Kaczmarek  
County Clerk

\_\_\_\_\_  
Julie Clark, Clerk  
City of Warrenville





## Transportation IGA

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
www.dupagecounty.gov

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**File #:** DT-R-0035-24

**Agenda Date:** 9/17/2024

**Agenda #:** 9.B.

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INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
COUNTY OF DU PAGE AND  
CHICAGO METROPOLITAN AGENCY FOR PLANNING (CMAP)  
FOR THE DEVELOPMENT OF THE  
DUPAGE COUNTY ACTIVE TRANSPORTATION PLAN  
(COUNTY TO BE REIMBURSED \$118,792.00)

WHEREAS, the County of DuPage (hereinafter referred to as "COUNTY") has secured funding from the Chicago Metropolitan Agency for Planning (hereinafter referred to as "CMAP"), to develop a new DuPage County Active Transportation Plan (hereinafter referred to as "PLAN"); and

WHEREAS an Intergovernmental Agreement (hereinafter referred to as "AGREEMENT") has been prepared and attached hereto, which outlines the financial participation of the parties related to the costs for the PLAN; and

WHEREAS, the total federal funding to be obligated to this PLAN is \$148,490.00 and the COUNTY's required local match is \$29,698.00; and

WHEREAS, said AGREEMENT must be executed before eligible reimbursable costs for the PLAN can be requested.

NOW, THEREFORE BE IT RESOLVED by the County Board of DuPage County, that the Chair of the Board be hereby directed and authorized to sign and execute the referenced AGREEMENT with CMAP and the Clerk is hereby authorized to attest thereto; and

BE IT FURTHER RESOLVED that this Resolution and two (2) original copies of the AGREEMENT be sent to CMAP, by and through the DuPage County Division of Transportation.

Enacted and approved this 24th day of September, 2024 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_  
JEAN KACZMAREK, COUNTY CLERK



**C25-0018**  
**INTERGOVERNMENTAL AGREEMENT FOR**  
**DUPAGE COUNTY BICYCLE AND PEDESTRIAN PLAN**  
**DuPage County Department of Transportation**

**THIS AGREEMENT** is hereby entered by and between the Chicago Metropolitan Agency for Planning, (hereinafter "CMAP"), a body politic and corporate created by the State of Illinois, and DuPage County Department of Transportation (hereinafter "GOVERNMENTAL BODY")

The terms and conditions of this agreement are as follows:

1. **Term of Agreement.** The term of this Agreement shall be from July 1, 2024, to June 30, 2027.
2. **Scope of Services and Responsibilities.** CMAP and the GOVERNMENTAL BODY hereby agree to the scope of services and responsibilities set forth in the Scope of Work/Responsibilities included herein as **Attachment 1** and the Deliverables included herein as **Attachment 2**.
3. **Compensation for services.** CMAP agrees to reimburse the GOVERNMENTAL BODY based on expenses for the above services that are in accordance with the Budget submitted by the GOVERNMENTAL BODY, included herein as **Attachment 3**. The total federal funds awarded, and local match provided through the GOVERNMENTAL BODY for all services and expenses during the term of the agreement is not to exceed one-hundred and forty-eight thousand four-hundred and ninety dollars (\$148,490.00) pursuant to Agreement Award Notification of Federal Funds included herein as **Attachment 4**. The GOVERNMENTAL BODY shall be responsible for the twenty percent (20%) In-Kind local match.
4. **Agreements.** The General Provisions, Certifications, and Special Provisions included herein as **Attachment 5**, **Attachment 6**, and **Attachment 7** apply to and are incorporated into this Agreement with full force and effect.

**List of Attachments:**

- Attachment 1: Scope of Work/Responsibilities
- Attachment 2: Deliverables
- Attachment 3: Budget
- Attachment 4: Agreement Award Notification of Federal Funds
- Attachment 5: General Terms and Conditions
- Attachment 6: Certifications
- Attachment 7: Annual Single Audit Compliance

**APPROVALS:**

**For the GOVERNMENTAL BODY:**

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Government Name:

\_\_\_\_\_

Government Address: \_\_\_\_\_

**Attest:**

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title: \_\_\_\_\_

**CMAP:**

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Erin Aleman, Executive Director

Chicago Metropolitan Agency for Planning

433 West Van Buren Street, Suite 450 Chicago IL 60607

**Attest:**

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title: \_\_\_\_\_



# Chicago Metropolitan Agency for Planning

## ATTACHMENT 1: SCOPE OF WORK/RESPONSIBILITIES

### **FY 2025-2029 UWP Competitive Program Summary for DuPage County Division of Transportation's DuPage County Bicycle and Pedestrian Plan (Public Engagement and Existing Conditions)**

#### **Description**

Project Type: Consultant planning study

Qualifies for Safe and Accessible Transportation Options: Yes

DuPage County DOT will utilize the assistance of a consulting firm that specializes in public engagement to complete an existing conditions report, and to develop and execute a public engagement plan for the DuPage County Bicycle and Pedestrian Plan. This work is the first phase of planning that will focus on the expansion and enhancement of DuDOT's network, implementing DuPage Safety Action Plan recommendations, and providing access to jobs and recreational amenities for disconnected communities in DuPage County.

#### **Proposed Schedule**

Procurement: 12/01/2023 - 07/04/2024

Completion of Work: 07/04/2024 - 05/31/2025

Initial Invoice: 7/31/2024

Final Invoice: 6/30/2025



ATTACHMENT 2: DELIVERABLES

Deliverable name	Deliverable format	Brief description of deliverable, if not clear from name and format	Briefly describe how CMAP can use this deliverable	List the partners that will also use this deliverable	Briefly describe how each listed partner can use this deliverable.
DuPage County Bicycle and Pedestrian Plan - Website	web page(s)	Website with information about the Plan and its recommendations	CMAP can review the website and incorporate feedback from stakeholder/public involvement into future Regional Greenways and Trails Plan updates. The project website can also include public participation information relevant to CMAP work	The public, DuPage Municipalities, DMMC, DuPage Forest Preserve, Neighboring counties and councils of government	All listed partners can refer to the website for information, feedback, and contact information about the Plan
Bicycle and Pedestrian Plan Existing Conditions Report	other	Report on existing conditions of the bicycle and pedestrian network	CMAP can use the ECR as an overview of the existing conditions of the bicycle and pedestrian network in DuPage County	The public, DuPage Municipalities, DMMC, DuPage Forest Preserve, Neighboring counties and councils of government	All listed partners can refer to the outputs of the existing conditions report to inform their upcoming bicycle and pedestrian efforts, and to guide discussions with DuPage County about the Plan's aims
Bicycle and Pedestrian Plan Public Engagement Conclusion	other	Compilation of public feedback from the Planning process, in report form	CMAP can use the public's feedback to support its public participation planning process and to guide recommendations related to planned regional bicycle and pedestrian improvements	The public, DuPage Municipalities, DMMC, DuPage Forest Preserve, Neighboring counties and councils of government	All listed partners can refer to the outputs of the public involvement process to guide their future efforts



# Chicago Metropolitan Agency for Planning

## ATTACHMENT 3: BUDGET

### FY 2025-2029 UWP Competitive Program Summary for DuPage County Division of Transportation's DuPage County Bicycle and Pedestrian Plan (Public Engagement and Existing Conditions)

#### **Budget**

Agency Personnel	\$ -
Agency Expenses	\$ -
Consultant Services	\$ 148,490.00
Grand Total	\$ 148,490.00



# Chicago Metropolitan Agency for Planning

## ATTACHMENT 4: AGREEMENT AWARD NOTIFICATION OF FEDERAL FUNDS

<b>Amount of Federal funds:</b>	\$148,490.00
<b>Award 80% / Local Match 20%</b>	\$118,792.00 / \$29,698.00
<b>Federal Award Identification Number (FAIN):</b>	FLQP(353)
<b>Name of Project:</b>	3-C Transportation Activities
<b>CFDA Number, Federal Agency, Program Title:</b>	20.205, Federal Highway Administration, Illinois Highway Planning and Construction
<b>CFSA Number:</b>	494-00-1009/494-00-1437
<b>SAIN:</b>	1009-40494



## Chicago Metropolitan Agency for Planning

### **ATTACHMENT 5: CMAP GENERAL TERMS AND CONDITIONS, SUB-AWARD**

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

#### **1) Complete Agreement.**

- a. This Agreement including all exhibits and other documents incorporated or referenced in the Agreement, constitutes the complete and exclusive statement of the terms and conditions of the Agreement between CMAP and GOVERNMENTAL BODY and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions.
- b. CMAP's failure to insist in any one or more instances upon the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of CMAP's right to such performance by the GOVERNMENTAL BODY or to future performance of such terms or conditions and GOVERNMENTAL BODY'S obligation in respect thereto shall continue in full force and effect. The GOVERNMENTAL BODY shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions that can affect the work or the cost thereof. Any failure by the GOVERNMENTAL BODY to do so will not relieve it from responsibility for successfully performing the work without additional expense to CMAP.
- c. CMAP assumes no responsibility for any understanding or representations made by any of its officers, employees or agents prior to the execution of this Agreement, unless such understanding or representations by CMAP are expressly stated in this Agreement.
- d. Changes: CMAP may from time to time order work suspension or make any change in the general scope of this Agreement including, but not limited to changes, as applicable, in the drawings, specifications, delivery schedules or any other particular of the description, statement of work or provisions of this Agreement. If any such change causes an increase or decrease in the cost or time required for performance of any part of the work under this Agreement, the GOVERNMENTAL BODY shall promptly notify CMAP thereof and assert its claim for adjustment within thirty (30) days after the change is ordered. A written amendment will be prepared for Agreement between CMAP and the GOVERNMENTAL BODY for changes in scope, time and/or costs. No amendments are effective until there is a written Agreement that has been signed by both parties. No claim by the GOVERNMENTAL BODY for equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement.
- e. Changes to any portion of this Agreement shall not be binding upon CMAP except when specifically confirmed in writing by an authorized representative of CMAP.
- f. For its convenience, CMAP reserves the right to extend the Term of this agreement. Any changes to the Term of this Agreement shall not be binding until specifically confirmed in writing by authorized representatives of both parties.

2) Chicago Metropolitan Agency for Planning Designee.

Only the Executive Director of CMAP, or designee, shall have the authority to act for and exercise any of the rights of CMAP as set forth in this Agreement, subsequent to and in accordance with the authority granted by CMAP's Board of Directors.

3) Compliance/Governing Law.

The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.

4) Availability of Appropriation (30 ILCS 500/20-60).

This Agreement is contingent upon and subject to the availability of funds. CMAP, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly, the state funding source, or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason the GOVERNMENTAL BODY will be notified in writing of the failure of appropriation or of a reduction or decrease.

5) Allowable Charges.

No expenditures or charges shall be included in the cost of the Project and no part of the money paid to the GOVERNMENTAL BODY shall be used by the GOVERNMENTAL BODY for expenditures or charges that are: (i) contrary to provisions of this Agreement or the latest budget approved by a duly-authorized official of CMAP; (ii) not directly for carrying out the Project; (iii) of a regular and continuing nature, except that of salaries and wages of appointed principal executives of the GOVERNMENTAL BODY who have not been appointed specifically for the purposes of directing the Project, who devote official time directly to the Project under specific assignments, and respecting whom adequate records of the time devoted to and services performed for the Project are maintained by the GOVERNMENTAL BODY may be considered as proper costs of the Project to the extent of the time thus devoted and recorded if they are otherwise in accordance with the provisions hereof; or (iv) incurred without the consent of CMAP after written notice of the suspension or termination of any or all of CMAP's obligations under this Agreement.

6) 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 with reasonable notice.

7) Access to Records.

The GOVERNMENTAL BODY shall maintain, for a minimum of **three (3) years** after the completion of the Agreement, adequate books, records and supporting documents related to the Agreement 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 Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. In addition:

- a. If any litigation, claim or audit is started before the expiration of three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- b. Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

The GOVERNMENTAL BODY shall include in all subcontracts, if any, under this Agreement a provision that CMAP will have full access to and the right to examine any pertinent books, documents, papers, and records of any such subcontractors involving transactions related to the subcontract for three (3) years from the final payment under that subcontract except that:

- a. If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- b. Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

The term “subcontract” as used in this clause excludes purchase orders not exceeding \$2,500.

8) Cost Category Transfer Request.

Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without CMAP’s approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

Notification to CMAP is required for transfers among appropriated cost categories which exceed 10% or \$1,000 of the line item. No transfer of funds can exceed the total Agreement. The GOVERNMENTAL BODY must submit a written report (form provided by CMAP) to CMAP detailing the amount of transfer, the cost categories from and to which the transfer is to be made, and rationale for the transfer.

9) 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 GOVERNMENTAL BODY shall also meet the following minimum procedural requirements.

- a. Subcontracting: Subcontracting, assignment or transfer of all or part of the interests of the GOVERNMENTAL BODY concerning any of the obligations covered by this Agreement is prohibited without prior written consent of CMAP.
- b. Procurement of Goods or Services: For purchases of products or services with any Agreement funds that cost more than \$3,000 but less \$10,000, the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Agreement funds that are \$40,000 greater will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of CMAP will be used, provided that the



procurement procedures conform to the provisions in Part 3 (K) below. The GOVERNMENTAL BODY may only procure products or services from one source with any Agreement funds if: (1) the products or services are available only from a single source; or (2) CMAP authorizes such a procedure; (3) after solicitation of a number of sources, competition is determined inadequate; or (4) as otherwise permitted by law and the GOVERNMENTAL BODY's own procurement rules and regulations.

- c. Records: The GOVERNMENTAL BODY shall maintain records sufficient to detail the significant history of procurements. 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.
- d. No GOVERNMENTAL BODY 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.
- e. GOVERNMENTAL BODY certifies that to the best of its knowledge, its sub-grantees have complied with and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits contractors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities to the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

#### 10) 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.

#### 11) 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) Based on services performed, GOVERNMENTAL BODY may submit invoices as frequently as once a month, but is required **to submit invoices no later than forty-five (45) days after the end of each quarter within the fiscal year.** Failure to submit such payment request timely will render the amounts billed an unallowable cost for which the GOVERNMENTAL BODY cannot be reimbursed. CMAP is committed to reducing paper use and has established an electronic invoicing system. All invoices are to be submitted through email to: [accounting@cmapp.illinois.gov](mailto:accounting@cmapp.illinois.gov) and [UWPReporting@cmapp.illinois.gov](mailto:UWPReporting@cmapp.illinois.gov)
- b) Each invoice and report submitted must contain: the contract number, a unique vendor invoice number, a description of the services performed, the hourly rates and number of hours worked for each staff member, any subcontractor invoices that directly relate to the work performed during the invoice period, an itemization of travel and other costs which are chargeable to the contract and the following certification by an official authorized to legally bind the GOVERNMENTAL BODY:

By signing this payment request, I certify that to the best of my knowledge and belief that the payment request is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this contract. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

- c) Subject to the conditions of this Agreement, CMAP will honor invoices in amounts deemed by it to be proper to insure the carrying out of the approved scope of services and shall be obligated to pay the GOVERNMENTAL BODY such amounts as may be approved by CMAP. Invoices shall detail expenses and amount of time spent on CMAP assignments. If an invoice is not acceptable, CMAP shall promptly provide the Contractor a written statement regarding its ineligibility or deficiencies to be eliminated prior to its acceptance and processing.

Request for budget adjustments require concurrence from the CMAP 30-days prior to inclusion on any invoice submitted to CMAP for payment. Adjustments to hourly rates, monthly costs, etc., will only be honored for full month charges. Changes to costs mid-month will not be approved. Failure to honor this requirement will result in invoices being rejected and returned for correction.

At the end of each fiscal year that this agreement is active, all invoices for services performed and expenses incurred by the GOVERNMENTAL BODY for the services of this Agreement completed within the expiring fiscal year (ending June 30) must be presented to CMAP no later than fifteen (15) days after the end of the fiscal year. If final, reviewed, invoices are not available by this date, the GOVERNMENTAL BODY must present a soft expenditure estimation report for the final period of the fiscal year to CMAP no later than (15) days after the end of the fiscal year. This report should include any available expenditure documentation available at the time, as well as a narrative estimation of the remaining costs for the final period of the fiscal year. The purpose of the soft expenditure estimation is to book expenditures in the fiscal year in which they occurred. Expenditures not booked in the proper fiscal year cannot be paid once the fiscal year is closed. The GOVERNMENTAL BODY will then have forty-five (45) days to submit a final, reviewed, and finance-approved invoice to CMAP, at which time final payment on the invoice will be made.

Notwithstanding any other provision of this Agreement, CMAP shall not be obligated to make payment to the GOVERNMENTAL BODY on invoices presented after said date. No payments will be made for services performed prior to the effective date of this Agreement. All payments will be transferred electronically to GOVERNMENTAL BODY'S business bank account. The GOVERNMENTAL BODY will be requested to provide transfer numbers for the business bank account when the contract is finalized, in addition to a copy of its IRS W-9 (Request for Taxpayer Identification Number and Certification).

CMAP shall make every effort to pay invoices in accordance with its normal processes and procedures for all undisputed amounts within ninety (90) days of receipt of a valid invoice, provided CMAP, as applicable, received, approved and/or issued an acceptance for the particular component of work or phase of work included in said invoice. Transfer of funds will be made electronically, with a notification of the transfer will be made to the CONTRACTOR.

12) Suspension. If the GOVERNMENTAL BODY fails to comply with the special conditions and/or the general terms and conditions of this Agreement, CMAP may, after written notice to the GOVERNMENTAL BODY, suspend the Agreement and withhold further payments or prohibit the GOVERNMENTAL BODY from incurring additional obligations of funds pending corrective action by the GOVERNMENTAL BODY. If corrective action has not been completed within sixty (60) calendar days after service of written notice of suspension, CMAP shall notify the GOVERNMENTAL BODY in writing that the Agreement has been terminated by reason of default in accordance with paragraph 12 hereof. CMAP may determine to allow such necessary and proper costs which the GOVERNMENTAL BODY could not reasonably avoid during the period of suspension provided such costs meet the provisions of the U.S. Office Management and Budget 2 CFR 200 in effect on the date first above written.

13) Termination.

- a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure (hereinafter termed "Termination by Default") by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no such termination may be effected unless the other party is given (i) not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to Termination by Default, and (ii) an opportunity for consultation with the terminating party prior to Termination by Default.
- b. This Agreement may be terminated in whole or in part in writing by CMAP for its convenience (hereinafter termed "Termination for Convenience"), provided that GOVERNMENTAL BODY is given not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate.
- c. If Termination by Default is effected by CMAP, an equitable adjustment in the price provided for in this Agreement shall be made, but (i) no amount shall be allowed for anticipated profit on unperformed services or other work, and (ii) any payment due to GOVERNMENTAL BODY at the time of termination may be adjusted to the extent of any additional costs occasioned to CMAP by reason of GOVERNMENTAL BODY'S default. If Termination by Default is effected by GOVERNMENTAL BODY, or if Termination for Convenience is effected by CMAP, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide payment to GOVERNMENTAL BODY for services rendered and expenses incurred prior to termination, in addition CMAP may include cost reasonably incurred by GOVERNMENTAL BODY relating to commitments which had become firm prior to termination.
- d. Upon notice of termination action pursuant to paragraphs (a) or (b) of this clause, GOVERNMENTAL BODY shall (i) promptly discontinue all services affected (unless the notice directs otherwise) and (ii) deliver or otherwise make available to CMAP all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by GOVERNMENTAL BODY in performing this Agreement, whether completed or in process.
- e. Upon termination pursuant to paragraphs (a) or (b) of this clause, CMAP may take over the work and prosecute the same to completion by agreement with another party otherwise.

- f. In the event GOVERNMENTAL BODY must terminate this Agreement due to circumstances beyond its control, the termination shall be deemed to have been effected for the convenience of CMAP. In such event, adjustment of the price provided for in this Agreement shall be made as provided in paragraph c of this clause.
- 14) Location of Services. Services to be performed by the GOVERNMENTAL BODY shall be performed as described in Part 4.
- 15) Allocation of Agreement Funds. The GOVERNMENTAL BODY may spend only those funds which will be reimbursed by both CMAP and the Federal government. This Agreement authorizes the GOVERNMENTAL BODY to spend no more than the limit of compensation as identified in Part 5 Compensation for Services in this Agreement. The GOVERNMENTAL BODY is required to provide the local match as outlined in Part 5 Compensation for Services.
- 16) Reporting/Consultation. The GOVERNMENTAL BODY shall consult with and keep CMAP fully informed as to the progress of all matters covered by this Agreement.
- 17) Remedies. Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between CMAP and the GOVERNMENTAL BODY arising out of or relating to this Agreement or the breach thereof will be decided by arbitration. If the parties hereto mutually agree, a request for remedy may be sought from a court of competent jurisdiction within the State of Illinois, County of Cook.
- 18) Equal Employment Opportunity. The GOVERNMENTAL BODY will comply with Executive Order 11246 entitled "Equal Employment Opportunity," as amended by U.S. Department of Labor regulations (41 CFR Part 60). In connection with the execution of this Agreement, the GOVERNMENTAL BODY shall not discriminate against any employee or an applicant for employment because of race, religion, color, sex, national origin, ancestry, or physical or mental handicap unrelated to ability. The GOVERNMENTAL BODY shall take affirmative actions to insure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, national origin, ancestry, or physical or mental handicap unrelated to ability. Such actions shall include, but not be limited to, employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, and selection for training or apprenticeship. The GOVERNMENTAL BODY shall cause the provisions of this paragraph to be inserted into all subcontractors work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that such provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- 19) Small and Minority Business Enterprise. In connection with the performance of this Agreement the GOVERNMENTAL BODY will cooperate with CMAP in meeting its commitments and goals with respect to the maximum utilization of small business and minority business enterprises, and will use its best efforts to insure that small business and minority business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Agreement.
- 20) Political Activity. No portion of funds for this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

21) Prohibited Interest.

- a. No officer or employee of CMAP and no member of its governing body and no other public official of any locality in which the Project objectives will be carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such objectives shall (i) participate in any decision relating to any subcontract negotiated under this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; or (ii) have any financial interest, direct or indirect, in such subcontract or in the work to be performed under such contract.
- b. No member of or delegate of the Illinois General Assembly or the Congress of the United States of America, and no federal Resident Commissioner, shall be admitted to any share hereof or to any benefit arising herefrom.
- c. The GOVERNMENTAL BODY warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Agreement, upon an agreement or understanding for a commission, percentage, bonus, brokerage or contingent fee, or gratuity, excepting its bona fide employees. For breach or violation of this warranty CMAP shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage bonus, brokerage or contingent fee, or gratuity.

22) Patents and Copyright Responsibility.

- a. The GOVERNMENTAL BODY agrees that any material or design specified by the GOVERNMENTAL BODY or supplied by the GOVERNMENTAL BODY pursuant to this Agreement shall not infringe any patent or copyright and the GOVERNMENTAL BODY shall be solely responsible for securing any necessary licenses required for patented or copyrighted material used by the GOVERNMENTAL BODY.
- b. If any claim is brought against CMAP by third parties for alleged infringement of third-party patent and copyright and intellectual rights, which claim is caused by breach of the GOVERNMENTAL BODY'S promise as contained in paragraph a of this clause, the GOVERNMENTAL BODY shall save harmless and indemnify CMAP from all loss, damage or expense (including attorney's fees) due to defending CMAP from such claim.
- c. If the principal purpose of this Agreement is to create, develop or improve products, processes or methods; or to explore into fields which directly concern public health, safety or welfare, or if the Project is in a field of science or technology in which there has been little significant experience outside of work funded by federal assistance; and any discovery or invention arises or is developed in the course of or under this Agreement, such invention or discovery shall be subject to the reporting and rights provisions of U.S. Office of Management and Budget Circular No. A-102 or to U.S. Office of Management and Budget Circular No. A-21, and to the pertinent regulations of the grantor agency(ies) in effect on the date of execution of this Agreement. The GOVERNMENTAL BODY shall include provisions appropriate to effectuate the purpose of this condition in all subcontracts under this Agreement involving research, developmental, experimental or demonstration work.

- 23) Conflict of Interest. In order to avoid any potential conflict of interest, the GOVERNMENTAL BODY agrees during the term of this Agreement not to undertake any activities which could conflict directly or indirectly

with the interest of CMAP as pertains to this agreement. The GOVERNMENTAL BODY shall immediately advise CMAP of any such conflict of interest. CMAP shall make the ultimate determination as to whether a conflict of interest exists.

24) Ownership of Documents/Title of Work. All documents, data and records produced by the GOVERNMENTAL BODY in carrying out the GOVERNMENTAL BODY'S obligations and services hereunder, without limitation and whether preliminary or final, shall become and remains the property of CMAP and the GOVERNMENTAL BODY. CMAP and the GOVERNMENTAL BODY shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to the GOVERNMENTAL BODY. 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 the GOVERNMENTAL BODY.

25) Software. All software, related computer programs, and source code produced and developed by the GOVERNMENTAL BODY (or authorized contractor or subcontractor thereof) in carrying out the GOVERNMENTAL BODY'S obligation hereunder, without limitation and whether preliminary or final, shall become and remain the property of both CMAP and the GOVERNMENTAL BODY. CMAP and the GOVERNMENTAL BODY shall be free to sell, give, offer or otherwise provide said software and related computer programs to any other agency, department, commission, or board of the State of Illinois, as well as any other agency, department, commission, board, or other governmental entity of any country, state, county, municipality, or any other unit of local government or to any entity consisting of representative of any unit of government, for official use by said entity. Additionally, CMAP and the GOVERNMENTAL BODY shall be free to offer or otherwise provide said software and related computer programs to any current or future contractor.

CMAP agrees that any entity to whom the software and related computer programs will be given, sold or otherwise offered shall be granted only a use license, limited to use for official or authorized purposes, and said entity shall otherwise be prohibited from selling, giving or otherwise offering said software and related computer programs without the written consent of both CMAP and the GOVERNMENTAL BODY.

26) Publication. CMAP and the GOVERNMENTAL BODY shall have royalty-free, nonexclusive and irrevocable license to reproduce, publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials specifically prepared under this Agreement, and to authorize other material to do so. The GOVERNMENTAL BODY shall include provisions appropriate to effectuate the purpose of this clause in all subcontracts for work under this Agreement.

27) Confidentiality Clause. Any documents, data, records, or other information given to or prepared by the GOVERNMENTAL BODY pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by CMAP. All information secured by the GOVERNMENTAL BODY from CMAP 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 CMAP.

28) Reporting/Consultation. The GOVERNMENTAL BODY shall consult with and keep CMAP fully informed as to the progress of all matters covered by this Agreement.

- 29) Identification of Documents. All reports, maps, and other documents completed as part of this Agreement, other than documents exclusively for internal use within the GOVERNMENTAL BODY'S offices, shall carry the following notation on the front cover or a title page or, in the case of maps, in the same area which contains the name of CMAP and of the GOVERNMENTAL BODY. "This material was prepared in consultation with CMAP, the Chicago Metropolitan Agency for Planning, (<http://www.cmap.illinois.gov>)."
- 30) Force Majeure. Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the Federal, state or local government; national fuel shortage; or a material act of omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.
- 31) Workers' Compensation Insurance. The GOVERNMENTAL BODY and any subcontractors shall, at their own expense, obtain and maintain Workers' Compensation insurance to cover persons employed in connection with services under this agreement. The limits for the Worker's Compensation coverage shall be no less than the statutory limits required by the State of Illinois. A certificate of insurance must be included with this contract.
- 32) Independent Contractors. The GOVERNMENTAL BODY'S relationship to CMAP in the performance of this Agreement is that of an independent contractor. The GOVERNMENTAL BODY'S personnel performing work under this Agreement shall at all times be under the GOVERNMENTAL BODY'S exclusive direction and control and shall be employees of GOVERNMENTAL BODY and not employees of CMAP. The GOVERNMENTAL BODY shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including, but not limited to, social security, income tax withholding, unemployment compensation, workers' compensation insurance and similar matters
- 33) Federal, State and Local Laws. The GOVERNMENTAL BODY warrants that in the performance of this Agreement it shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder. Since laws, regulations, directives, etc. may be modified from time-to-time, the GOVERNMENTAL BODY shall be responsible for compliance as modifications are implemented. The GOVERNMENTAL BODY'S failure to comply shall constitute a material breach of this contract.
- 34) Hold Harmless and Indemnity. CMAP and GOVERNMENTAL BODY shall indemnify, defend and hold harmless the other Party's officers, directors, employees and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss, or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct of the other Party, its officers, directors, employees, agents, subcontractors or suppliers, in connection with or arising out of the performance of this Agreement.
- 35) Equal Employment Opportunities -- Affirmative Action Sexual Harassment. The GOVERNMENTAL BODY must comply with the Illinois Human Rights Act and rules applicable to public funds, including equal employment



opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).

36) International Boycott. The GOVERNMENTAL BODY certifies that neither the GOVERNMENTAL BODY 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).

37) Forced Labor. The GOVERNMENTAL BODY certifies it complies with the State Prohibition of Goods from forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to CMAP under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

38) Assignment.

a. This Agreement shall be binding upon, and inure to the benefit of, the respective successors, assigns, heirs, and personal representatives of CMAP and the GOVERNMENTAL BODY. Any successor to the GOVERNMENTAL BODY'S rights under this Agreement must be approved by CMAP unless the transaction is specifically authorized under federal law. Any successor will be required to accede to all the terms, conditions and requirements of the Agreement as a condition precedent to such succession.

a) The GOVERNMENTAL BODY shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of CMAP hereto, provided, however, that claims for money due or to become due to the GOVERNMENTAL BODY from CMAP under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished to CMAP.

39. Subcontracts.

a. Any subcontractors or outside associates or contractors required by the GOVERNMENTAL BODY in connection with the services covered by this Agreement will be subject to the approval of CMAP. Any substitutions in or additions to such subcontractors, associates or contractors will be subject to the prior approval of CMAP.

b. All subcontracts for work under this Agreement shall contain those applicable provisions which are required in this Agreement.

c. The Contractor may not subcontract services agreed to under this Agreement without prior written approval of CMAP.

40. Compliance with Registration Requirements. GOVERNMENTAL BODY and its sub-contractors shall: (i) be registered with the Federal SAM if seeking an Award that is partially or fully paid by Federal funds, and registered with the State equivalent of SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; and (iii) have a valid DUNS number. It is the GOVERNMENTAL BODY'S responsibility to remain current with these registrations and requirements. If the GOVERNMENTAL BODY'S status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.



## Chicago Metropolitan Agency for Planning

### ATTACHMENT 6: CERTIFICATIONS, SUB-AWARD

#### Certificate One: Federal Conditions of Approval

Signatories of this document hereby certify that these conditions and procedures and terms and the conditions and procedures specific to this project will be adhered to unless amended in writing.

- 1) Standard Assurances. The GOVERNMENTAL BODY 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 GOVERNMENTAL BODY recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. All contracts, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.9.
- 2) Control of Property. The GOVERNMENTAL BODY certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of 2 CFR Part 200, Subpart D, Property Standards.
- 3) Cost Principles. The GOVERNMENTAL BODY certifies that the cost principles and indirect cost proposals of this Agreement are consistent with 2 CFR Part 200, Subpart E, and Appendix VII to Part 200, and all costs included in this Agreement are allowable under 2 CFR Part 200, Subpart E.
- 4) Audit Requirements. The GOVERNMENTAL BODY shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules set forth by the Governor's Office of Management and Budget. *See* 30 ILCS 708/65(c).
  - a) Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.
  - b) Single audit. If A Non-Federal entity expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) during its fiscal year, it must have a single audit or program-specific audit conducted for that year as required in 2 CFR 200.501 and other applicable sections of Subpart F. The audit and reporting package (including data collection form) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (Program-specific audit). The audit (and package) must be submitted to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine months after the end of the audit period, whichever is earlier.
  - c) Financial Statement Audit. A non-Federal entity that expends less than \$750,000 in Federal Awards during its fiscal year and is not subject to the audit requirements in 15.2, but receives between \$300,000 and \$499,999 in Federal and State Awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Auditing Standards(GAAS); if Grantee expends between \$500,000 and \$749,999 in Federal and State awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS). Grantee shall submit these financial statement audit reports to Grantor

either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 calendar days after the end of the audit period, whichever is earlier.

- d) Performance Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter.
- 5) 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 23 U.S.C. 517(d), as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21), the GOVERNMENTAL BODY 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.
  - 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 23 U.S.C. 517(d), the GOVERNMENTAL BODY 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.
- 6) Davis-Bacon Act. To the extent applicable, the GOVERNMENTAL BODY 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 sub agreements.
- 7) OMB. Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF-424B and SF-424D). As required by OMB, the GOVERNMENTAL BODY certifies that it:
  - a) Has the legal authority and the institutional, managerial, and financial capability 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:
    - i) Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;

- ii) 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;
  - iii) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
  - iv) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
  - v) The Drug Abuse, Prevention, Treatment and Rehabilitation Act, Public Law 92-255, and amendments thereto, 21 U.S.C. 1101 *et seq.* relating to nondiscrimination on the basis of drug abuse;
  - vi) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Public Law 91-616, and amendments thereto, 42 U.S.C. 4541 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
  - vii) The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-2 related to confidentiality of alcohol and drug abuse patient records;
  - viii) 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;
  - ix) 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
- f) Any other nondiscrimination statute(s) that may apply to the project including but not limited to:
- i) The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*
- g) Will comply with all federal environmental standards applicable to the project, including but not limited to:
- i) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;
  - ii) Notification of violating facilities pursuant to Executive Order 11738;
  - iii) Protection of wetlands pursuant to Executive Order 11990;
  - iv) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
  - v) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 *et seq.*;
  - vi) Conformity of federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 *et seq.*;
  - vii) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;

- viii) Protection of endangered species under the Endangered Species Act of 1973, as amended;
  - ix) GOVERNMENTAL BODY will comply with the 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 (also known as "Section 4f");
  - x) The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 et seq., which relates to protecting components or potential components of the national wild scenic rivers system; and Environmental impact and related procedures pursuant to 23 C.F.R. Part 771.
- 8) Other Federal Statutes. Will comply with all other federal statutes applicable to the project, including but not limited to:
- a) As provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Relocation Act), 42 U.S.C. 4601 et seq., and 49 U.S.C. 5323(b), regardless of whether Federal funding has been provided for any of the real property acquired for Project purposes, GOVERNMENTAL BODY:
    - i) will provide for fair and equitable treatment of any displaced persons, or any persons whose property is acquired as a result of federally-funded programs,
    - ii) has the necessary legal authority under State and local laws and regulations to comply with:
      - (1) The Uniform Relocation Act. 42 U.S.C. 4601 et seq., as specified by 42 U.S.C. 4630 and 4655, and U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR part 24, specifically 49 CFR 24.4, and
    - iii) has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations because:
    - iv) will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24,
    - v) As required by 42 U.S.C. 4622, 4623, and 4624, and 49 CFR part 24, if an FTA-funded Project results in displacement, it will provide fair and reasonable relocation payments and assistance to:
      - (1) Displaced families or individuals, and
      - (2) Displaced corporations, associations, or partnerships,
    - vi) As provided by 42 U.S.C. 4625 and 49 CFR part 24, it will provide relocation assistance programs offering the services described in the U.S. DOT regulations to such:
      - (1) Displaced families and individuals, and
      - (2) Displaced corporations, associations, or partnerships,
    - vii) As required by 42 U.S.C. 4625(c)(3), within a reasonable time before displacement, it will make available comparable replacement dwellings to families and individuals,
  - viii) GOVERNMENTAL BODY:
    - (1) Carry out the relocation process to provide displaced persons with uniform and consistent services, and

- (2) 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,
- ix) It will be guided by the real property acquisition policies of 42 U.S.C. 4651 and 4652,
- x) will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. 4653 and 4654, understanding that FTA will provide Federal funding for its eligible costs for providing payments for those expenses, as required by 42 U.S.C. 4631,
- xi) will execute the necessary implementing amendments to FTA-funded third party contracts and sub agreements,
- xii) will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances,
- xiii) will incorporate these assurances by reference into and make them a part of any third party contract or sub agreement, or any amendments thereto, relating to any FTA-funded Project involving relocation or land acquisition, and
- xiv) will provide in any affected document that these relocation and land acquisition provisions must supersede any conflicting provisions;
  - (1) The Hatch Act, 5 U.S.C. 1501 – 1508, 7324 – 7326, which limits 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, or Cooperative Agreement, and
  - (2) 49 U.S.C. 5323(l)(2) and 23 U.S.C. 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA funding appropriated or made available for 49 U.S.C. chapter 53 and 23 U.S.C. 142(a)(2) to whom the Hatch Act does not otherwise apply,
- xv) The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
- xvi) Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470;
- xvii) Executive Order 11593, which relates to identification and protection of historic properties;
- xviii) The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 et seq.;
- xix) The Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 et seq., which relates to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by a federal award of assistance;
- xx) The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 et seq., which relates to prohibiting the use of lead-based paint in construction or rehabilitation of residence structures;
- xxi) The Single Audit Act Amendments of 1996 and OMB Circular No. A-133, “Audits of States, Local Governments, and Non-Profit Organizations”; and
- xxii) Use of parks, recreation areas, wildlife and waterfowl refuges, and historic sites pursuant to 23 C.F.R. Part 774 (Section 4(f) requirements); and
- b) GOVERNMENTAL BODY will, to the extent applicable, comply with the protections for human subjects involved in research, development, and related activities supported by Federal funding of:

- i) The National Research Act, as amended, 42 U.S.C. 289 *et seq.*, and
  - ii) U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11.
- 9) Energy Conservation. To the extent applicable, the GOVERNMENTAL BODY and its third party GOVERNMENTAL BODYs at all tiers shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Section 6321 *et seq.*
- 10) Eligibility For Employment In The United States. The GOVERNMENTAL BODY shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Forms (I-9). These forms shall be used by the GOVERNMENTAL BODY to verify that persons employed by the GOVERNMENTAL BODY are eligible to work in the United States.
- 11) Buy America. As set forth in 49 U.S.C 5323(j) and 49 C.F.R. Part 661, only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of satisfactory quality; or that inclusion of domestic materials will increase the cost of overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.
- 12) False Or Fraudulent Statements Or Claims. The GOVERNMENTAL BODY acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to CMAP in connection with this Agreement, CMAP reserves the right to impose on the GOVERNMENTAL BODY the penalties of 18 U.S.C. Section 1001, 31 U.S.C. Section 3801, and 49 CFR Part 31, as CMAP may deem appropriate. GOVERNMENTAL BODY agrees to include this clause in all state and federal assisted contracts and subcontracts.
- 13) Changed Conditions Affecting Performance. The GOVERNMENTAL BODY shall immediately notify CMAP of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
- 14) Third Party Disputes Or Breaches. The GOVERNMENTAL BODY agrees to pursue all legal rights available to it in the enforcement or defense of any third party contract, and FTA or U.S. DOT and CMAP reserve the right to concur in any compromise or settlement of any third party contract claim involving the GOVERNMENTAL BODY. The GOVERNMENTAL BODY will notify FTA or U.S. DOT and the CMAP of any current or prospective major dispute pertaining to a third party contract. If the GOVERNMENTAL BODY seeks to name CMAP as a party to the litigation, the GOVERNMENTAL BODY agrees to inform both FTA or U.S. DOT and CMAP before doing so. CMAP retains a right to a proportionate share of any proceeds derived from any third party recovery. Unless permitted otherwise by the CMAP, the GOVERNMENTAL BODY will credit the Project Account with any liquidated damages recovered. Nothing herein is intended to nor shall it waive U.S. DOT's, FTA's or the CMAP's immunity to suit.
- 15) Fly America. The GOVERNMENTAL BODY will comply with 49 U.S.C. §40118, 4 CFR §52 and U.S. GAO Guidelines B- 138942, 1981 U.S. Comp. Gen. LEXIS 2166, March 31, 1981 regarding costs of international air transportation by U.S. Flag air carriers.
- 16) Non-Waiver. The GOVERNMENTAL BODY agrees that in no event shall any action or inaction on behalf of or by CMAP, including the making by CMAP of any payment under this Agreement, constitute or be construed as a waiver by CMAP of any breach by the GOVERNMENTAL BODY of any terms of this Agreement or any default on the part of the GOVERNMENTAL BODY which may then exist; and any action, including the making

of a payment by CMAP, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to CMAP in respect to such breach or default. The remedies available to CMAP under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.

- 17) Preference for Recycled Products. To the extent applicable, the GOVERNMENTAL BODY agrees to give preference to the purchase of recycled products for use in this Agreement pursuant to the various U.S. Environmental Protection Agency (EPA) guidelines, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.
- 18) Cargo Preference. Use of United States Flag Vessels. The GOVERNMENTAL BODY agrees to comply with 46 U.S.C. § 55305 and 46 CFR Part 381 and to insert the substance of those regulations in all applicable subcontracts issued pursuant to this Agreement, to the extent those regulations apply to this Agreement.
- 19) Performance measurement. The GOVERNMENTAL BODY must relate financial data of this AGREEMENT to its performance accomplishments. Further, the GOVERNMENTAL BODY must also provide cost information or a budget in Part 6 to demonstrate cost effective practices pursuant to 2 CFR Part 200.301.
- 20) Project closeout. Pursuant to CFR Part 200.343 thru 200.345, the GOVERNMENTAL BODY must submit the required project deliverables, performance and financial reports, and all eligible incurred costs as specified in Parts 5 and 6, respectively, of this AGREEMENT no later than 90 days after the AGREEMENT's end date. Further, the GOVERNMENTAL BODY agrees that the project should then be closed no later than 360 days after receipt and acceptance by CMAP of all required final reports.
- 21) Certification Regarding Annual Fiscal Reports or Payment Vouchers. The GOVERNMENTAL BODY agrees to comply with 2 CFR Part 200.415(a) as follows: To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the GOVERNMENTAL BODY, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."
- 22) Certifications: Both Parties, their employees and subGOVERNMENTAL BODYs under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder. Since laws, regulations, directives, etc. may be modified from time-to-time, the GOVERNMENTAL BODY shall be responsible for compliance as modifications are implemented, to the extent that the certifications apply to the GOVERNMENTAL BODY, pertaining to:
  - a) Bribery. Pursuant to (30 ILCS 500/50-5);
  - b) Bid Rigging. Pursuant to (720 ILCS 500/33E- or 33E-4);
  - c) Debt to State. Pursuant to (30 ILCS 500/50-11);
  - d) Education Loan. Pursuant to (5 ILCS 385/1 et seq).;



- e) International Boycott. Pursuant to U.S. Export Administration Act of 1979 or the applicable regulation of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (15 CFR Part 730 through 774);
  - f) Forced Labor Act. Pursuant to (30 ILCS 583);
  - g) Dues and Fees to any club which unlawfully discriminates. Pursuant to (775 ILCS 25/1 et seq.);
  - h) Pro-Children Act. Pursuant to (20 USC 7181-7184) and the Goods from Child Labor Act (30 ILCS 584);
  - i) Drug-Free Work Place. Pursuant to (30 ILCS 580/3 and 41 USC 8102);
  - j) Clean Air Act and Clean Water Act. Pursuant to (42 USC §7401 et seq). and the Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.);
  - k) Debarment. Pursuant to (2 CFR 200.205(a)) or by the State (30 ILCS 708/25(6)(g));
  - l) Non-procurement Debarment and Suspension. Pursuant to (2 CFR Part 180 as supplemented by 2 CFR part 376, Subpart C);
  - m) Grant for the Construction of Fixed Works. This agreement is subject to the Illinois Prevailing Wage Act Pursuant to (820 ILCS 130/0.01 et seq.)
  - n) Health Insurance Portability and Accountability Act of 1996. Pursuant to Public Law No. 104-191 (45 CFR Parts 160, 162, and 164 and the Social Security Act of, 42 USC 1320d-2 through 1320d- 7).
  - o) Criminal Convictions. Pursuant to the Sarbanes-Oxley Act of 2002, nor a class 3 or Class 2 felony under Illinois Securities Law of 1953 or pursuant to (30 ILCS 500/50).
  - p) Illinois Use Tax. Pursuant to (30 ILCS 500/50);
  - q) Environmental Protection act Violations. Pursuant to (30 ILCS 500/50-14)
  - r) Federal Funding Accountability and Transparency Act of 2006 (31 USC 6101);
  - s) Motor Vehicle Law: Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 et seq);
  - t) Goods from Child Labor Act. Pursuant to (30 ILCS 847);
- 23) Unlawful Discrimination. Compliance with Nondiscrimination Laws. Both Parties, their employees and subGOVERNMENTAL BODYs under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:
- a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
  - b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
  - c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
  - d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

- e) The Americans with Disabilities Act of 1990 (42 USC 12101 *et seq.*); and
- f) The Age Discrimination Act (42 USC 6101 *et seq.*).

- 24) Political Activity. No portion of funds for this subcontract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.
- 25) EO 1-2007 Compliance: GOVERNMENTAL BODY certifies that to the best of its knowledge, its subGOVERNMENTAL BODYs have complied with and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits GOVERNMENTAL BODYs and subGOVERNMENTAL BODYs from hiring the then-serving Governor's family members to lobby procurement activities to the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000.
- a) This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- 26) Prohibited Interest. No officer or employee of CMAP and no member of its governing body and no other public official of any locality in which the Project objectives will be carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such objectives shall (i) participate in any decision relating to any subcontract negotiated under this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; or (ii) have any financial interest, direct or indirect, in such subcontract or in the work to be performed under such contract. No member of or delegate of the Illinois General Assembly or the Congress of the United States of America, and no federal Resident Commissioner, shall be admitted to any share hereof or to any benefit arising herefrom. The GOVERNMENTAL BODY warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Agreement, upon an agreement or understanding for a commission, percentage, bonus, brokerage or contingent fee, or gratuity, excepting its bona fide employees. For breach or violation of this warranty CMAP shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage bonus, brokerage or contingent fee, or gratuity.
- a) The GOVERNMENTAL BODY will disclose all violations of criminal law involving fraud, bribery and gratuity violations. The GOVERNMENTAL BODY's failure to comply shall constitute a material breach of this contract.
- 27) Compliance with Registration Requirements. The GOVERNMENTAL BODY shall be registered with the Federal System for Award Management (SAM) and have a valid DUNS number. It is the GOVERNMENTAL BODY's responsibility to remain current with these registrations and requirements. If the GOVERNMENTAL BODY's status with regard to any of these requirements change, the GOVERNMENTAL BODY must notify CMAP immediately.
- 28) Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any

agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

- 29) Federal Form LLL. If any funds, other than Federally appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.
- 30) Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.
- 31) Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

All of the requirements listed in paragraphs 1 through 31 apply to the federally funded project. The GOVERNMENTAL BODY hereby agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

### **Certification Two: FTA Certification Regarding Lobbying**

The Federal Transportation Authority (FTA) a source of funds for this project requires the Certification for Contracts, Grants, Loans, and Cooperative Agreements to be submitted with each bid or offer exceeding \$100,000. The GOVERNMENTAL BODY hereby attests to understanding and complying with the FTA Certification Regarding Lobbying (49 CFR PART 20) requirement and submit a completed "FTA Certification Regarding Lobbying" for any proposals which may or will exceed \$100,000.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) 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 an 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.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The GOVERNMENTAL BODY, hereby certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the GOVERNMENTAL BODY understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.



**ATTACHMENT 7: ANNUAL CERTIFICATION FOR COMPLIANCE WITH FEDERAL OMB-CIRCULAR A-133/2 CFR  
Section 200.51(c)(4), SUB-AWARD**

This certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending federal funds for this project. If OMB Circular A-133/2 CFR Section 200.51(c)(4) applies to your organization, this certification or a copy of your OMB Circular A-133/2 CFR Section 200.51(c)(4) single audit must be submitted to CMAP at the end of your fiscal year for any fiscal year in which you expended any federal funds related to this contract.

NOTE: ANNUAL COMPLIANCE WITH THIS REQUIREMENT IS MANDATORY FOR EVERY YEAR IN WHICH FEDERAL FUNDS ARE EXPENDED FOR THIS PROJECT BY ANY STATES, LOCAL GOVERNMENTS OR NONPROFIT ORGANIZATIONS. FAILURE TO COMPLY WITH THE ANNUAL CERTIFICATION TO CMAP WILL RESULT IN THE SUSPENSION OF PAYMENTS TO REIMBURSE PROJECT COSTS.

In accordance with OMB Circular A-133/2 CFR Section 200.51(c)(4), Audits of States, Local Governments, and Non-Profit Organizations, such non-federal entities that expend \$750,000 or more in federal awards in a year are required to have a single audit performed in accordance with OMB Circular A-133/2 CFR Section 200.51(c)(4). The Chicago Metropolitan Agency for Planning (CMAP) is required by federal law to obtain and review the single audit of all entities that had any federally participating funds pass through it, irrespective of the amount provided by CMAP. It is the responsibility of the agencies expending federal funds to comply with the requirements of OMB Circular A-133/2 CFR Section 200.51(c)(4) and determine whether they are required to have a single audit performed.

In order to comply with this requirement, your agency must provide the following information to CMAP on an annual basis for every year in which you expended funds for costs associated with this project:

1. If your agency expended \$750,000 (or the current OMB Circular A-133/2 CFR Section 200.51(c)(4) qualifying amount) or more in federal awards from all sources, including other agencies, in a year, you are required to have a single audit performed in accordance with OMB Circular A-133/2 CFR Section 200.51(c)(4) and submit a copy of the report to CMAP 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.

This is an annual requirement for every year in which you expended funds for this project.

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

- a. Comprehensive Annual Financial Report (Financial Statements)
- b. Schedule of Expenditures of Federal Awards and Independent Auditor's Report thereon.
- c. 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.
- d. 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-133/2 CFR Section 200.51(c)(4).

Additional information which should be submitted:

- a. Corrective Action Plan(s), if applicable.
- b. Management Letter, if applicable.
- c. Status of Prior Year Findings, if applicable.

2. If your agency did not expend \$750,000 (or the current OMB Circular A-133/2 CFR Section 200.51(c)(4)) or more in federal awards from all sources, including other agencies, in any fiscal year for which you expended funds for projects costs and were not required to conduct a single audit, you must complete and return a Single Audit Not Required Certification, an example is provided below.

This is an annual requirement for every year in which you expended funds for this project.

Example Single Audit Not Required Certification

I certify that \_\_\_\_\_ did not expend \$750,000 or more in federal awards in our fiscal year \_\_\_\_\_ and was not required to have a single audit conducted.

Acknowledged:

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Government Name: \_\_\_\_\_

3. If your agency receives multiple awards from CMAP, only one annual submittal of this information is required.

Please submit a copy of your OMB Circular A-133/2 CFR Section 200.51(c)(4) single audit or a Single Audit Not Required Certification to: [accounting@cmap.illinois.gov](mailto:accounting@cmap.illinois.gov)



## Transportation IGA

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
www.dupagecounty.gov

**File #:** DT-R-0036-24

**Agenda Date:** 9/17/2024

**Agenda #:** 9.C.

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DU PAGE AND  
CHICAGO METROPOLITAN AGENCY FOR PLANNING (CMAP) FOR  
TRANSPORTATION ACTIVITIES IN SUPPORT OF THE REGIONAL ONTO2050 PLAN  
(COUNTY TO BE REIMBURSED \$28,564.30)

WHEREAS, the County of DuPage (hereinafter referred to as "COUNTY") has secured funding from the Chicago Metropolitan Agency for Planning (hereinafter referred to as "CMAP"), to reimburse the COUNTY for transportation planning activities (hereinafter referred to as "PLANNING ACTIVITIES") useful in the support of regional ONTO2050 PLAN initiatives; and

WHEREAS an Intergovernmental Agreement (hereinafter referred to as "AGREEMENT") has been prepared and attached hereto, which outlines the financial participation of the parties related to the costs for the PLANNING ACTIVITIES; and

WHEREAS, the total federal funding to be obligated to this PLAN is not to exceed \$35,705.37 and the COUNTY's required local match is \$7,141.07; and

WHEREAS, said AGREEMENT must be executed before eligible reimbursable costs for the PLAN can be requested.

NOW, THEREFORE BE IT RESOLVED by the County Board of DuPage County, that the Chair of the Board be hereby directed and authorized to sign and execute the referenced AGREEMENT with CMAP and the Clerk is hereby authorized to attest thereto; and

BE IT FURTHER RESOLVED that this Resolution and two (2) original copies of the AGREEMENT be sent to CMAP, by and through the DuPage County Division of Transportation.

Enacted and approved this 24th day of September, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_  
JEAN KACZMAREK, COUNTY CLERK



**C25-0016**  
**INTERGOVERNMENTAL AGREEMENT FOR**  
**TRANSPORTATION PLANNING ACTIVITIES**  
**DuPage County Department of Transportation**

**THIS AGREEMENT** is hereby entered by and between the Chicago Metropolitan Agency for Planning, (hereinafter "CMAP"), a body politic and corporate created by the State of Illinois, and DuPage County Department of Transportation (hereinafter "GOVERNMENTAL BODY")

The terms and conditions of this agreement are as follows:

1. **Term of Agreement.** The term of this Agreement shall be from July 1, 2024, to June 30, 2025.
2. **Scope of Services and Responsibilities.** CMAP and the GOVERNMENTAL BODY hereby agree to the scope of services and responsibilities set forth in the Scope of Work/Responsibilities included herein as **Attachment 1** and the Deliverables included herein as **Attachment 2**.
3. **Compensation for services.** CMAP agrees to reimburse the GOVERNMENTAL BODY based on expenses for the above services that are in accordance with the Budget submitted by the GOVERNMENT BODY, included herein as **Attachment 3**. The total federal funds awarded, and local match provided through the GOVERNMENTAL BODY for all services and expenses during the term of the agreement is not to exceed Thirty-Five thousand seven-hundred and five thousand dollars and thirty-seven cents (\$35,705.37) pursuant to Agreement Award Notification of Federal Funds included herein as **Attachment 4**. The GOVERNMENTAL BODY shall be responsible for the twenty percent (20%) In-Kind local match.
4. **Agreements.** The General Provisions, Certifications, and Special Provisions applicable to the RFP, included herein as **Attachment 5**, **Attachment 6**, and **Attachment 7** apply to and are incorporated into this Agreement with full force and effect.

**List of Attachments:**

- Attachment 1: Scope of Work/Responsibilities
- Attachment 2: Deliverables
- Attachment 3: Budget
- Attachment 4: Agreement Award Notification of Federal Funds
- Attachment 5: General Terms and Conditions
- Attachment 6: Certifications
- Attachment 7: Annual Single Audit Compliance



**APPROVALS:**

**For the GOVERNMENTAL BODY:**

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Government Name:

\_\_\_\_\_

Government Address: \_\_\_\_\_

**Attest:**

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title: \_\_\_\_\_

**CMAP:**

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Erin Aleman, Executive Director

Chicago Metropolitan Agency for Planning

433 West Van Buren Street, Suite 450 Chicago IL 60607

**Attest:**

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title: \_\_\_\_\_

## ATTACHMENT 1: SCOPE OF WORK/RESPONSIBILITIES

Task Long Description	Task Name	Included (yes/no)	Staff (yes/no)	Expenses (yes/no)
<b>Activity: Transportation Improvement Program (TIP)</b>				
Direct entry of the partner agency's project scope, schedule, and funding data into CMAP's online eTIP database, including during a CMAP or Council of Mayors' call for projects that is utilizing the eTIP database	TIP Data Entry	yes	yes	no
Providing the agency's annual (by FFY) obligation data to CMAP staff	Annual Obligations	yes	yes	no
Attending CMAP training sessions regarding the TIP, conducting TIP-related training within the partner agency	TIP Training	yes	yes	no
Coordinating within the agency to obtain the data and information needed from agency staff and/or consultants to complete eTIP entries and obligations reporting	TIP Internal Coordination	yes	yes	no
Direct assistance with CMAP's public participation activities related to the implementation, update, or development of the TIP, including staffing public meetings or activities, development, completion, or promotion of surveys, polls, web pages, social media posts, etc. are also eligible activities.	TIP Public Participation	no		
Activities to develop the RTA's 5310 program	RTA 5310 Program Development	no		
CDOT only: Activities by CDOT to develop their local STP program	CDOT STP Program	no		
CoM only: preparing, reviewing, and submitting quarterly status updates for federally funded projects, PPI forms, and other IDOT forms to CMAP and/or IDOT on behalf of municipalities	CoM Reporting	no		
CoM only: schedule, attend, and participate in coordination meetings between local agencies and IDOT and/or FHWA	CoM Federal Coordination	no		
CoM only: Activities for councils to develop their local STP programs, including conducting training workshops and soliciting and receiving public input	CoM STP Program	no		
<b>Activity: Metropolitan Transportation Plan (MTP)</b>				
Direct contribution of data or information necessary for the MPO to complete the socio-economic and/or financial forecasting, transportation and emissions modeling, scenario planning, or other activities above that contribute to the development and implementation of ON TO 2050.	MTP Data	yes	yes	no
Work to ensure that the partner agency's planning activities are coordinated with, supported by, and supportive of the MPO's Plan.	MTP Coordination	no		
Direct assistance with CMAP's public participation activities related to the implementation, update, or development of the Metropolitan Transportation Plan, including staffing public meetings or activities, development, completion, or promotion of surveys, polls, web pages, social media posts, etc.	MTP Public Participation	no		
<b>Activity: Congestion Management Plan (CMP)</b>				
Direct contribution of data or information necessary for the MPO to develop and implement the CMP and the management or administration of the travel demand management (TDM) strategies of the CMP.	CMP Data	yes	yes	no

## ATTACHMENT 1: SCOPE OF WORK/RESPONSIBILITIES

Task Long Description	Task Name	Included (yes/no)	Staff (yes/no)	Expenses (yes/no)
<b>Activity: Performance Monitoring (PM)</b>				
Direct purchase, collection, or development of data or information, such as asset condition, facility use, ridership, etc., that is necessary for the MPO to develop, monitor, and report on federal performance targets and ON TO 2050 indicators, if collected or developed for the sole purpose of meeting MPO requirements.	PM data	yes	yes	
CoM Only: Activities to coordinate sharing of locally collected or developed data that can inform the region's performance target development and monitoring.	CoM PM coordination			
<b>Activity: Public Participation (PP)</b>				
Activities that assist CMAP with involving the public in the metropolitan planning process that would not otherwise be conducted by the partner agency, such as direct assistance with CMAP's public participation activities related to the implementation, update, or development of the TIP, LRTP, CMP, or performance targets, including assisting with staffing public meetings or activities to promote, develop, complete, and follow-up on CMAP's public participation activities.	PP assistance	no		
CoM Only: Expenses only for hardware, software, services, materials, and other commodities necessary to provide for public participation that may include specialized software and IT services, and specialized equipment, such as microphones, projectors, etc.	CoM PP expenses			
<b>Activity: Operational Expenses (Ops)</b>				
CoM Only: Council management, finance and administration, human resources, information technology, and communications staff activities and the commodities, services, and general operating expenses necessary to support the Planning Liaisons and complete the contracted scope of work equipment, such as microphones, projectors, etc.	CoM operations			



## ATTACHMENT 2: DELIVERABLES

Core activity	Deliverable name	Deliverable format	Brief description of deliverable, if not clear from name and format	Completion schedule	Enter the specific date(s) or brief description of "as needed" or "other" schedule
Metropolitan Transportation Plan (MTP)	Travel demand data	spreadsheet: Excel	Outputs of travel demand forecasts or traffic counts	Other	DuDOT has an annual traffic count program. DuDOT also generates travel demand forecasts for many of its roadway projects
Congestion Management Plan (CMP)	Travel Time Index (TTI) data	spreadsheet: Excel	TTI raw data output when assessing the performance of DuPage County roads	Other	TTI is calculated on an annual basis via a travel time index program, typically during the summer
Congestion Management Plan (CMP)	Travel Time Index (TTI) data	GIS: geodatabase	TTI when geolocated or assigned to a transportation network link	Other	See above. Geolocation would occur with development of TTI output data
Transportation Improvement Program (TIP)	DuPage County Bikeways Inventory	GIS: geodatabase	Geolocated trails and bikeways throughout DuPage County that are shared among partner agencies	Other	Bikeways Inventory is updated annually to compile new and proposed projects in DuPage County
Performance Monitoring (PM)	Pavement Condition Rating System (CRS)	spreadsheet: Excel	Outputs of the County Highway network's pavement condition ratings are generated into a spreadsheet and organized by surface condition	Other	Pavement ratings are generated biennially
Performance Monitoring (PM)	Pavement Condition Rating System (CRS)	GIS: geodatabase	After outputs are generated into a spreadsheet, they are imported into GIS to spatially represent the County Highway network's pavement ratings	Other	See above



# Chicago Metropolitan Agency for Planning

## ATTACHMENT 3: BUDGET

### Core Activity and Task Summary for DuPage County Division of Transportation

Transportation Improvement Program (TIP)	Personnel	Travel	Other Expenses	Total
TIP Data Entry	\$ 7,933.04	\$ -	\$ -	\$ 7,933.04
Annual Obligations	\$ -	\$ -	\$ -	\$ -
TIP Training	\$ 833.51	\$ 206.20	\$ -	\$ 1,039.71
TIP Internal Coordination	\$ 1,222.18	\$ -	\$ -	\$ 1,222.18
TIP Public Participation	\$ -	\$ -	\$ -	\$ -
RTA 5310 Program Development	\$ -	\$ -	\$ -	\$ -
CDOT STP Program	\$ -	\$ -	\$ -	\$ -
CoM Reporting	\$ -	\$ -	\$ -	\$ -
CoM Federal Coordination	\$ -	\$ -	\$ -	\$ -
CoM STP Program	\$ -	\$ -	\$ -	\$ -
<b>TOTAL: TIP</b>	<b>\$ 9,988.73</b>	<b>\$ 206.20</b>	<b>\$ -</b>	<b>\$ 10,194.93</b>
Metropolitan Transportation Plan	Personnel	Travel	Other Expenses	Total
MTP Data	\$ 16,089.00	\$ -	\$ -	\$ 16,089.00
MTP Coordination	\$ -	\$ -	\$ -	\$ -
MTP Public Participation	\$ -	\$ -	\$ -	\$ -
<b>TOTAL: Metropolitan Transportation Plan</b>	<b>\$ 16,089.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 16,089.00</b>
Congestion Management	Personnel	Travel	Other Expenses	Total
CMP Data	\$ 8,042.85	\$ -	\$ -	\$ 8,042.85
<b>TOTAL: Congestion Management Process</b>	<b>\$ 8,042.85</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 8,042.85</b>
Performance Monitoring	Personnel	Travel	Other Expenses	Total
PM data	\$ 1,378.60	\$ -	\$ -	\$ 1,378.60
CoM PM coordination	\$ -	\$ -	\$ -	\$ -
<b>TOTAL: Performance Monitoring</b>	<b>\$ 1,378.60</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,378.60</b>
Public Participation	Personnel	Travel	Other Expenses	Total
PP assistance	\$ -	\$ -	\$ -	\$ -
CoM PP expenses	\$ -	\$ -	\$ -	\$ -
<b>TOTAL: Public Participation</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Operational Expenses	Personnel	Travel	Other Expenses	Total
CoM Operations	\$ -	\$ -	\$ -	\$ -
<b>TOTAL: Operational Expenses</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>GRAND TOTAL</b>	<b>\$ 35,499.17</b>	<b>\$ 206.20</b>	<b>\$ -</b>	<b>\$ 35,705.37</b>



# Chicago Metropolitan Agency for Planning

## ATTACHMENT 4: AGREEMENT AWARD NOTIFICATION OF FEDERAL FUNDS

<b>Amount of Federal funds:</b>	\$35,705.37
<b>Award 80% / Local Match 20%</b>	\$28,564.30 / \$7,141.07
<b>Federal Award Identification Number (FAIN):</b>	FLQP(353)
<b>Name of Project:</b>	3-C Transportation Activities
<b>CFDA Number, Federal Agency, Program Title:</b>	20.205, Federal Highway Administration, Illinois Highway Planning and Construction
<b>CFSA Number:</b>	494-00-1009/494-00-1437
<b>SAIN:</b>	1009-40494



## Chicago Metropolitan Agency for Planning

### **ATTACHMENT 5: CMAP GENERAL TERMS AND CONDITIONS, SUB-AWARD**

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

#### **1) Complete Agreement.**

- a. This Agreement including all exhibits and other documents incorporated or referenced in the Agreement, constitutes the complete and exclusive statement of the terms and conditions of the Agreement between CMAP and GOVERNMENTAL BODY and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions.
- b. CMAP's failure to insist in any one or more instances upon the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of CMAP's right to such performance by the GOVERNMENTAL BODY or to future performance of such terms or conditions and GOVERNMENTAL BODY'S obligation in respect thereto shall continue in full force and effect. The GOVERNMENTAL BODY shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions that can affect the work or the cost thereof. Any failure by the GOVERNMENTAL BODY to do so will not relieve it from responsibility for successfully performing the work without additional expense to CMAP.
- c. CMAP assumes no responsibility for any understanding or representations made by any of its officers, employees or agents prior to the execution of this Agreement, unless such understanding or representations by CMAP are expressly stated in this Agreement.
- d. Changes: CMAP may from time to time order work suspension or make any change in the general scope of this Agreement including, but not limited to changes, as applicable, in the drawings, specifications, delivery schedules or any other particular of the description, statement of work or provisions of this Agreement. If any such change causes an increase or decrease in the cost or time required for performance of any part of the work under this Agreement, the GOVERNMENTAL BODY shall promptly notify CMAP thereof and assert its claim for adjustment within thirty (30) days after the change is ordered. A written amendment will be prepared for Agreement between CMAP and the GOVERNMENTAL BODY for changes in scope, time and/or costs. No amendments are effective until there is a written Agreement that has been signed by both parties. No claim by the GOVERNMENTAL BODY for equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement.
- e. Changes to any portion of this Agreement shall not be binding upon CMAP except when specifically confirmed in writing by an authorized representative of CMAP.
- f. For its convenience, CMAP reserves the right to extend the Term of this agreement. Any changes to the Term of this Agreement shall not be binding until specifically confirmed in writing by authorized representatives of both parties.

2) Chicago Metropolitan Agency for Planning Designee.

Only the Executive Director of CMAP, or designee, shall have the authority to act for and exercise any of the rights of CMAP as set forth in this Agreement, subsequent to and in accordance with the authority granted by CMAP's Board of Directors.

3) Compliance/Governing Law.

The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.

4) Availability of Appropriation (30 ILCS 500/20-60).

This Agreement is contingent upon and subject to the availability of funds. CMAP, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly, the state funding source, or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason the GOVERNMENTAL BODY will be notified in writing of the failure of appropriation or of a reduction or decrease.

5) Allowable Charges.

No expenditures or charges shall be included in the cost of the Project and no part of the money paid to the GOVERNMENTAL BODY shall be used by the GOVERNMENTAL BODY for expenditures or charges that are: (i) contrary to provisions of this Agreement or the latest budget approved by a duly-authorized official of CMAP; (ii) not directly for carrying out the Project; (iii) of a regular and continuing nature, except that of salaries and wages of appointed principal executives of the GOVERNMENTAL BODY who have not been appointed specifically for the purposes of directing the Project, who devote official time directly to the Project under specific assignments, and respecting whom adequate records of the time devoted to and services performed for the Project are maintained by the GOVERNMENTAL BODY may be considered as proper costs of the Project to the extent of the time thus devoted and recorded if they are otherwise in accordance with the provisions hereof; or (iv) incurred without the consent of CMAP after written notice of the suspension or termination of any or all of CMAP's obligations under this Agreement.

6) 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 with reasonable notice.

7) Access to Records.

The GOVERNMENTAL BODY shall maintain, for a minimum of **three (3) years** after the completion of the Agreement, adequate books, records and supporting documents related to the Agreement 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 Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. In addition:



- a. If any litigation, claim or audit is started before the expiration of three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- b. Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

The GOVERNMENTAL BODY shall include in all subcontracts, if any, under this Agreement a provision that CMAP will have full access to and the right to examine any pertinent books, documents, papers, and records of any such subcontractors involving transactions related to the subcontract for three (3) years from the final payment under that subcontract except that:

- a. If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- b. Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

The term “subcontract” as used in this clause excludes purchase orders not exceeding \$2,500.

#### 8) Cost Category Transfer Request.

Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without CMAP’s approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

Notification to CMAP is required for transfers among appropriated cost categories which exceed 10% or \$1,000 of the line item. No transfer of funds can exceed the total Agreement. The GOVERNMENTAL BODY must submit a written report (form provided by CMAP) to CMAP detailing the amount of transfer, the cost categories from and to which the transfer is to be made, and rationale for the transfer.

#### 9) 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 GOVERNMENTAL BODY shall also meet the following minimum procedural requirements.

- a. Subcontracting: Subcontracting, assignment or transfer of all or part of the interests of the GOVERNMENTAL BODY concerning any of the obligations covered by this Agreement is prohibited without prior written consent of CMAP.
- b. Procurement of Goods or Services: For purchases of products or services with any Agreement funds that cost more than \$3,000 but less \$10,000, the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Agreement funds that are \$40,000 greater will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of CMAP will be used, provided that the

procurement procedures conform to the provisions in Part 3 (K) below. The GOVERNMENTAL BODY may only procure products or services from one source with any Agreement funds if: (1) the products or services are available only from a single source; or (2) CMAP authorizes such a procedure; (3) after solicitation of a number of sources, competition is determined inadequate; or (4) as otherwise permitted by law and the GOVERNMENTAL BODY's own procurement rules and regulations.

- c. Records: The GOVERNMENTAL BODY shall maintain records sufficient to detail the significant history of procurements. 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.
- d. No GOVERNMENTAL BODY 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.
- e. GOVERNMENTAL BODY certifies that to the best of its knowledge, its sub-grantees have complied with and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits contractors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities to the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

#### 10) 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.

#### 11) 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) Based on services performed, GOVERNMENTAL BODY may submit invoices as frequently as once a month, but is required **to submit invoices no later than forty-five (45) days after the end of each quarter within the fiscal year.** Failure to submit such payment request timely will render the amounts billed an unallowable cost for which the GOVERNMENTAL BODY cannot be reimbursed. CMAP is committed to reducing paper use and has established an electronic invoicing system. All invoices are to be submitted through email to: [accounting@cmapp.illinois.gov](mailto:accounting@cmapp.illinois.gov) and [UWPReporting@cmapp.illinois.gov](mailto:UWPReporting@cmapp.illinois.gov)
- b) Each invoice and report submitted must contain: the contract number, a unique vendor invoice number, a description of the services performed, the hourly rates and number of hours worked for each staff member, any subcontractor invoices that directly relate to the work performed during the invoice period, an itemization of travel and other costs which are chargeable to the contract and the following certification by an official authorized to legally bind the GOVERNMENTAL BODY:

By signing this payment request, I certify that to the best of my knowledge and belief that the payment request is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this contract. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

- c) Subject to the conditions of this Agreement, CMAP will honor invoices in amounts deemed by it to be proper to insure the carrying out of the approved scope of services and shall be obligated to pay the GOVERNMENTAL BODY such amounts as may be approved by CMAP. Invoices shall detail expenses and amount of time spent on CMAP assignments. If an invoice is not acceptable, CMAP shall promptly provide the Contractor a written statement regarding its ineligibility or deficiencies to be eliminated prior to its acceptance and processing.

Request for budget adjustments require concurrence from the CMAP 30-days prior to inclusion on any invoice submitted to CMAP for payment. Adjustments to hourly rates, monthly costs, etc., will only be honored for full month charges. Changes to costs mid-month will not be approved. Failure to honor this requirement will result in invoices being rejected and returned for correction.

At the end of each fiscal year that this agreement is active, all invoices for services performed and expenses incurred by the GOVERNMENTAL BODY for the services of this Agreement completed within the expiring fiscal year (ending June 30) must be presented to CMAP no later than fifteen (15) days after the end of the fiscal year. If final, reviewed, invoices are not available by this date, the GOVERNMENTAL BODY must present a soft expenditure estimation report for the final period of the fiscal year to CMAP no later than (15) days after the end of the fiscal year. This report should include any available expenditure documentation available at the time, as well as a narrative estimation of the remaining costs for the final period of the fiscal year. The purpose of the soft expenditure estimation is to book expenditures in the fiscal year in which they occurred. Expenditures not booked in the proper fiscal year cannot be paid once the fiscal year is closed. The GOVERNMENTAL BODY will then have forty-five (45) days to submit a final, reviewed, and finance-approved invoice to CMAP, at which time final payment on the invoice will be made.

Notwithstanding any other provision of this Agreement, CMAP shall not be obligated to make payment to the GOVERNMENTAL BODY on invoices presented after said date. No payments will be made for services performed prior to the effective date of this Agreement. All payments will be transferred electronically to GOVERNMENTAL BODY'S business bank account. The GOVERNMENTAL BODY will be requested to provide transfer numbers for the business bank account when the contract is finalized, in addition to a copy of its IRS W-9 (Request for Taxpayer Identification Number and Certification).

CMAP shall make every effort to pay invoices in accordance with its normal processes and procedures for all undisputed amounts within ninety (90) days of receipt of a valid invoice, provided CMAP, as applicable, received, approved and/or issued an acceptance for the particular component of work or phase of work included in said invoice. Transfer of funds will be made electronically, with a notification of the transfer will be made to the CONTRACTOR.

12) Suspension. If the GOVERNMENTAL BODY fails to comply with the special conditions and/or the general terms and conditions of this Agreement, CMAP may, after written notice to the GOVERNMENTAL BODY, suspend the Agreement and withhold further payments or prohibit the GOVERNMENTAL BODY from incurring additional obligations of funds pending corrective action by the GOVERNMENTAL BODY. If corrective action has not been completed within sixty (60) calendar days after service of written notice of suspension, CMAP shall notify the GOVERNMENTAL BODY in writing that the Agreement has been terminated by reason of default in accordance with paragraph 12 hereof. CMAP may determine to allow such necessary and proper costs which the GOVERNMENTAL BODY could not reasonably avoid during the period of suspension provided such costs meet the provisions of the U.S. Office Management and Budget 2 CFR 200 in effect on the date first above written.

13) Termination.

- a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure (hereinafter termed "Termination by Default") by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no such termination may be effected unless the other party is given (i) not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to Termination by Default, and (ii) an opportunity for consultation with the terminating party prior to Termination by Default.
- b. This Agreement may be terminated in whole or in part in writing by CMAP for its convenience (hereinafter termed "Termination for Convenience"), provided that GOVERNMENTAL BODY is given not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate.
- c. If Termination by Default is effected by CMAP, an equitable adjustment in the price provided for in this Agreement shall be made, but (i) no amount shall be allowed for anticipated profit on unperformed services or other work, and (ii) any payment due to GOVERNMENTAL BODY at the time of termination may be adjusted to the extent of any additional costs occasioned to CMAP by reason of GOVERNMENTAL BODY'S default. If Termination by Default is effected by GOVERNMENTAL BODY, or if Termination for Convenience is effected by CMAP, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide payment to GOVERNMENTAL BODY for services rendered and expenses incurred prior to termination, in addition CMAP may include cost reasonably incurred by GOVERNMENTAL BODY relating to commitments which had become firm prior to termination.
- d. Upon notice of termination action pursuant to paragraphs (a) or (b) of this clause, GOVERNMENTAL BODY shall (i) promptly discontinue all services affected (unless the notice directs otherwise) and (ii) deliver or otherwise make available to CMAP all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by GOVERNMENTAL BODY in performing this Agreement, whether completed or in process.
- e. Upon termination pursuant to paragraphs (a) or (b) of this clause, CMAP may take over the work and prosecute the same to completion by agreement with another party otherwise.

- f. In the event GOVERNMENTAL BODY must terminate this Agreement due to circumstances beyond its control, the termination shall be deemed to have been effected for the convenience of CMAP. In such event, adjustment of the price provided for in this Agreement shall be made as provided in paragraph c of this clause.
- 14) Location of Services. Services to be performed by the GOVERNMENTAL BODY shall be performed as described in Part 4.
- 15) Allocation of Agreement Funds. The GOVERNMENTAL BODY may spend only those funds which will be reimbursed by both CMAP and the Federal government. This Agreement authorizes the GOVERNMENTAL BODY to spend no more than the limit of compensation as identified in Part 5 Compensation for Services in this Agreement. The GOVERNMENTAL BODY is required to provide the local match as outlined in Part 5 Compensation for Services.
- 16) Reporting/Consultation. The GOVERNMENTAL BODY shall consult with and keep CMAP fully informed as to the progress of all matters covered by this Agreement.
- 17) Remedies. Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between CMAP and the GOVERNMENTAL BODY arising out of or relating to this Agreement or the breach thereof will be decided by arbitration. If the parties hereto mutually agree, a request for remedy may be sought from a court of competent jurisdiction within the State of Illinois, County of Cook.
- 18) Equal Employment Opportunity. The GOVERNMENTAL BODY will comply with Executive Order 11246 entitled "Equal Employment Opportunity," as amended by U.S. Department of Labor regulations (41 CFR Part 60). In connection with the execution of this Agreement, the GOVERNMENTAL BODY shall not discriminate against any employee or an applicant for employment because of race, religion, color, sex, national origin, ancestry, or physical or mental handicap unrelated to ability. The GOVERNMENTAL BODY shall take affirmative actions to insure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, national origin, ancestry, or physical or mental handicap unrelated to ability. Such actions shall include, but not be limited to, employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, and selection for training or apprenticeship. The GOVERNMENTAL BODY shall cause the provisions of this paragraph to be inserted into all subcontractors work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that such provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- 19) Small and Minority Business Enterprise. In connection with the performance of this Agreement the GOVERNMENTAL BODY will cooperate with CMAP in meeting its commitments and goals with respect to the maximum utilization of small business and minority business enterprises, and will use its best efforts to insure that small business and minority business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Agreement.
- 20) Political Activity. No portion of funds for this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

21) Prohibited Interest.

- a. No officer or employee of CMAP and no member of its governing body and no other public official of any locality in which the Project objectives will be carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such objectives shall (i) participate in any decision relating to any subcontract negotiated under this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; or (ii) have any financial interest, direct or indirect, in such subcontract or in the work to be performed under such contract.
- b. No member of or delegate of the Illinois General Assembly or the Congress of the United States of America, and no federal Resident Commissioner, shall be admitted to any share hereof or to any benefit arising herefrom.
- c. The GOVERNMENTAL BODY warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Agreement, upon an agreement or understanding for a commission, percentage, bonus, brokerage or contingent fee, or gratuity, excepting its bona fide employees. For breach or violation of this warranty CMAP shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage bonus, brokerage or contingent fee, or gratuity.

22) Patents and Copyright Responsibility.

- a. The GOVERNMENTAL BODY agrees that any material or design specified by the GOVERNMENTAL BODY or supplied by the GOVERNMENTAL BODY pursuant to this Agreement shall not infringe any patent or copyright and the GOVERNMENTAL BODY shall be solely responsible for securing any necessary licenses required for patented or copyrighted material used by the GOVERNMENTAL BODY.
- b. If any claim is brought against CMAP by third parties for alleged infringement of third-party patent and copyright and intellectual rights, which claim is caused by breach of the GOVERNMENTAL BODY'S promise as contained in paragraph a of this clause, the GOVERNMENTAL BODY shall save harmless and indemnify CMAP from all loss, damage or expense (including attorney's fees) due to defending CMAP from such claim.
- c. If the principal purpose of this Agreement is to create, develop or improve products, processes or methods; or to explore into fields which directly concern public health, safety or welfare, or if the Project is in a field of science or technology in which there has been little significant experience outside of work funded by federal assistance; and any discovery or invention arises or is developed in the course of or under this Agreement, such invention or discovery shall be subject to the reporting and rights provisions of U.S. Office of Management and Budget Circular No. A-102 or to U.S. Office of Management and Budget Circular No. A-21, and to the pertinent regulations of the grantor agency(ies) in effect on the date of execution of this Agreement. The GOVERNMENTAL BODY shall include provisions appropriate to effectuate the purpose of this condition in all subcontracts under this Agreement involving research, developmental, experimental or demonstration work.

- 23) Conflict of Interest. In order to avoid any potential conflict of interest, the GOVERNMENTAL BODY agrees during the term of this Agreement not to undertake any activities which could conflict directly or indirectly

with the interest of CMAP as pertains to this agreement. The GOVERNMENTAL BODY shall immediately advise CMAP of any such conflict of interest. CMAP shall make the ultimate determination as to whether a conflict of interest exists.

24) Ownership of Documents/Title of Work. All documents, data and records produced by the GOVERNMENTAL BODY in carrying out the GOVERNMENTAL BODY'S obligations and services hereunder, without limitation and whether preliminary or final, shall become and remains the property of CMAP and the GOVERNMENTAL BODY. CMAP and the GOVERNMENTAL BODY shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to the GOVERNMENTAL BODY. 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 the GOVERNMENTAL BODY.

25) Software. All software, related computer programs, and source code produced and developed by the GOVERNMENTAL BODY (or authorized contractor or subcontractor thereof) in carrying out the GOVERNMENTAL BODY'S obligation hereunder, without limitation and whether preliminary or final, shall become and remain the property of both CMAP and the GOVERNMENTAL BODY. CMAP and the GOVERNMENTAL BODY shall be free to sell, give, offer or otherwise provide said software and related computer programs to any other agency, department, commission, or board of the State of Illinois, as well as any other agency, department, commission, board, or other governmental entity of any country, state, county, municipality, or any other unit of local government or to any entity consisting of representative of any unit of government, for official use by said entity. Additionally, CMAP and the GOVERNMENTAL BODY shall be free to offer or otherwise provide said software and related computer programs to any current or future contractor.

CMAP agrees that any entity to whom the software and related computer programs will be given, sold or otherwise offered shall be granted only a use license, limited to use for official or authorized purposes, and said entity shall otherwise be prohibited from selling, giving or otherwise offering said software and related computer programs without the written consent of both CMAP and the GOVERNMENTAL BODY.

26) Publication. CMAP and the GOVERNMENTAL BODY shall have royalty-free, nonexclusive and irrevocable license to reproduce, publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials specifically prepared under this Agreement, and to authorize other material to do so. The GOVERNMENTAL BODY shall include provisions appropriate to effectuate the purpose of this clause in all subcontracts for work under this Agreement.

27) Confidentiality Clause. Any documents, data, records, or other information given to or prepared by the GOVERNMENTAL BODY pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by CMAP. All information secured by the GOVERNMENTAL BODY from CMAP 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 CMAP.

28) Reporting/Consultation. The GOVERNMENTAL BODY shall consult with and keep CMAP fully informed as to the progress of all matters covered by this Agreement.

- 29) Identification of Documents. All reports, maps, and other documents completed as part of this Agreement, other than documents exclusively for internal use within the GOVERNMENTAL BODY'S offices, shall carry the following notation on the front cover or a title page or, in the case of maps, in the same area which contains the name of CMAP and of the GOVERNMENTAL BODY. "This material was prepared in consultation with CMAP, the Chicago Metropolitan Agency for Planning, (<http://www.cmap.illinois.gov>)."
- 30) Force Majeure. Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the Federal, state or local government; national fuel shortage; or a material act of omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.
- 31) Workers' Compensation Insurance. The GOVERNMENTAL BODY and any subcontractors shall, at their own expense, obtain and maintain Workers' Compensation insurance to cover persons employed in connection with services under this agreement. The limits for the Worker's Compensation coverage shall be no less than the statutory limits required by the State of Illinois. A certificate of insurance must be included with this contract.
- 32) Independent Contractors. The GOVERNMENTAL BODY'S relationship to CMAP in the performance of this Agreement is that of an independent contractor. The GOVERNMENTAL BODY'S personnel performing work under this Agreement shall at all times be under the GOVERNMENTAL BODY'S exclusive direction and control and shall be employees of GOVERNMENTAL BODY and not employees of CMAP. The GOVERNMENTAL BODY shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including, but not limited to, social security, income tax withholding, unemployment compensation, workers' compensation insurance and similar matters
- 33) Federal, State and Local Laws. The GOVERNMENTAL BODY warrants that in the performance of this Agreement it shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder. Since laws, regulations, directives, etc. may be modified from time-to-time, the GOVERNMENTAL BODY shall be responsible for compliance as modifications are implemented. The GOVERNMENTAL BODY'S failure to comply shall constitute a material breach of this contract.
- 34) Hold Harmless and Indemnity. CMAP and GOVERNMENTAL BODY shall indemnify, defend and hold harmless the other Party's officers, directors, employees and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss, or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct of the other Party, its officers, directors, employees, agents, subcontractors or suppliers, in connection with or arising out of the performance of this Agreement.
- 35) Equal Employment Opportunities -- Affirmative Action Sexual Harassment. The GOVERNMENTAL BODY must comply with the Illinois Human Rights Act and rules applicable to public funds, including equal employment



opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).

36) International Boycott. The GOVERNMENTAL BODY certifies that neither the GOVERNMENTAL BODY 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).

37) Forced Labor. The GOVERNMENTAL BODY certifies it complies with the State Prohibition of Goods from forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to CMAP under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

38) Assignment.

a. This Agreement shall be binding upon, and inure to the benefit of, the respective successors, assigns, heirs, and personal representatives of CMAP and the GOVERNMENTAL BODY. Any successor to the GOVERNMENTAL BODY'S rights under this Agreement must be approved by CMAP unless the transaction is specifically authorized under federal law. Any successor will be required to accede to all the terms, conditions and requirements of the Agreement as a condition precedent to such succession.

a) The GOVERNMENTAL BODY shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of CMAP hereto, provided, however, that claims for money due or to become due to the GOVERNMENTAL BODY from CMAP under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished to CMAP.

39. Subcontracts.

a. Any subcontractors or outside associates or contractors required by the GOVERNMENTAL BODY in connection with the services covered by this Agreement will be subject to the approval of CMAP. Any substitutions in or additions to such subcontractors, associates or contractors will be subject to the prior approval of CMAP.

b. All subcontracts for work under this Agreement shall contain those applicable provisions which are required in this Agreement.

c. The Contractor may not subcontract services agreed to under this Agreement without prior written approval of CMAP.

40. Compliance with Registration Requirements. GOVERNMENTAL BODY and its sub-contractors shall: (i) be registered with the Federal SAM if seeking an Award that is partially or fully paid by Federal funds, and registered with the State equivalent of SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; and (iii) have a valid DUNS number. It is the GOVERNMENTAL BODY'S responsibility to remain current with these registrations and requirements. If the GOVERNMENTAL BODY'S status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.



## Chicago Metropolitan Agency for Planning

### ATTACHMENT 6: CERTIFICATIONS, SUB-AWARD

#### Certificate One: Federal Conditions of Approval

Signatories of this document hereby certify that these conditions and procedures and terms and the conditions and procedures specific to this project will be adhered to unless amended in writing.

- 1) Standard Assurances. The GOVERNMENTAL BODY 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 GOVERNMENTAL BODY recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. All contracts, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.9.
- 2) Control of Property. The GOVERNMENTAL BODY certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of 2 CFR Part 200, Subpart D, Property Standards.
- 3) Cost Principles. The GOVERNMENTAL BODY certifies that the cost principles and indirect cost proposals of this Agreement are consistent with 2 CFR Part 200, Subpart E, and Appendix VII to Part 200, and all costs included in this Agreement are allowable under 2 CFR Part 200, Subpart E.
- 4) Audit Requirements. The GOVERNMENTAL BODY shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules set forth by the Governor's Office of Management and Budget. *See* 30 ILCS 708/65(c).
  - a) Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.
  - b) Single audit. If A Non-Federal entity expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) during its fiscal year, it must have a single audit or program-specific audit conducted for that year as required in 2 CFR 200.501 and other applicable sections of Subpart F. The audit and reporting package (including data collection form) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (Program-specific audit). The audit (and package) must be submitted to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine months after the end of the audit period, whichever is earlier.
  - c) Financial Statement Audit. A non-Federal entity that expends less than \$750,000 in Federal Awards during its fiscal year and is not subject to the audit requirements in 15.2, but receives between \$300,000 and \$499,999 in Federal and State Awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Auditing Standards(GAAS); if Grantee expends between \$500,000 and \$749,999 in Federal and State awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS). Grantee shall submit these financial statement audit reports to Grantor

either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 calendar days after the end of the audit period, whichever is earlier.

- d) Performance Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter.
- 5) 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 23 U.S.C. 517(d), as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21), the GOVERNMENTAL BODY 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.
  - 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 23 U.S.C. 517(d), the GOVERNMENTAL BODY 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.
- 6) Davis-Bacon Act. To the extent applicable, the GOVERNMENTAL BODY 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 sub agreements.
- 7) OMB. Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF-424B and SF-424D). As required by OMB, the GOVERNMENTAL BODY certifies that it:
  - a) Has the legal authority and the institutional, managerial, and financial capability 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:
    - i) Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;

- ii) 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;
  - iii) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
  - iv) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
  - v) The Drug Abuse, Prevention, Treatment and Rehabilitation Act, Public Law 92-255, and amendments thereto, 21 U.S.C. 1101 *et seq.* relating to nondiscrimination on the basis of drug abuse;
  - vi) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Public Law 91-616, and amendments thereto, 42 U.S.C. 4541 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
  - vii) The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-2 related to confidentiality of alcohol and drug abuse patient records;
  - viii) 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;
  - ix) 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
- f) Any other nondiscrimination statute(s) that may apply to the project including but not limited to:
- i) The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*
- g) Will comply with all federal environmental standards applicable to the project, including but not limited to:
- i) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;
  - ii) Notification of violating facilities pursuant to Executive Order 11738;
  - iii) Protection of wetlands pursuant to Executive Order 11990;
  - iv) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
  - v) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 *et seq.*;
  - vi) Conformity of federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 *et seq.*;
  - vii) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;

viii) Protection of endangered species under the Endangered Species Act of 1973, as amended;

ix) GOVERNMENTAL BODY will comply with the 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 (also known as "Section 4f");

x) The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 et seq., which relates to protecting components or potential components of the national wild scenic rivers system; and Environmental impact and related procedures pursuant to 23 C.F.R. Part 771.

8) Other Federal Statutes. Will comply with all other federal statutes applicable to the project, including but not limited to:

a) As provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Relocation Act), 42 U.S.C. 4601 et seq., and 49 U.S.C. 5323(b), regardless of whether Federal funding has been provided for any of the real property acquired for Project purposes, GOVERNMENTAL BODY:

i) will provide for fair and equitable treatment of any displaced persons, or any persons whose property is acquired as a result of federally-funded programs,

ii) has the necessary legal authority under State and local laws and regulations to comply with:

(1) The Uniform Relocation Act. 42 U.S.C. 4601 et seq., as specified by 42 U.S.C. 4630 and 4655, and U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR part 24, specifically 49 CFR 24.4, and

iii) has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations because:

iv) will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24,

v) As required by 42 U.S.C. 4622, 4623, and 4624, and 49 CFR part 24, if an FTA-funded Project results in displacement, it will provide fair and reasonable relocation payments and assistance to:

(1) Displaced families or individuals, and

(2) Displaced corporations, associations, or partnerships,

vi) As provided by 42 U.S.C. 4625 and 49 CFR part 24, it will provide relocation assistance programs offering the services described in the U.S. DOT regulations to such:

(1) Displaced families and individuals, and

(2) Displaced corporations, associations, or partnerships,

vii) As required by 42 U.S.C. 4625(c)(3), within a reasonable time before displacement, it will make available comparable replacement dwellings to families and individuals,

viii) GOVERNMENTAL BODY:

(1) Carry out the relocation process to provide displaced persons with uniform and consistent services, and

- (2) 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,
- ix) It will be guided by the real property acquisition policies of 42 U.S.C. 4651 and 4652,
- x) will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. 4653 and 4654, understanding that FTA will provide Federal funding for its eligible costs for providing payments for those expenses, as required by 42 U.S.C. 4631,
- xi) will execute the necessary implementing amendments to FTA-funded third party contracts and sub agreements,
- xii) will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances,
- xiii) will incorporate these assurances by reference into and make them a part of any third party contract or sub agreement, or any amendments thereto, relating to any FTA-funded Project involving relocation or land acquisition, and
- xiv) will provide in any affected document that these relocation and land acquisition provisions must supersede any conflicting provisions;
  - (1) The Hatch Act, 5 U.S.C. 1501 – 1508, 7324 – 7326, which limits 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, or Cooperative Agreement, and
  - (2) 49 U.S.C. 5323(l)(2) and 23 U.S.C. 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA funding appropriated or made available for 49 U.S.C. chapter 53 and 23 U.S.C. 142(a)(2) to whom the Hatch Act does not otherwise apply,
- xv) The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
- xvi) Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470;
- xvii) Executive Order 11593, which relates to identification and protection of historic properties;
- xviii) The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 et seq.;
- xix) The Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 et seq., which relates to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by a federal award of assistance;
- xx) The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 et seq., which relates to prohibiting the use of lead-based paint in construction or rehabilitation of residence structures;
- xxi) The Single Audit Act Amendments of 1996 and OMB Circular No. A-133, “Audits of States, Local Governments, and Non-Profit Organizations”; and
- xxii) Use of parks, recreation areas, wildlife and waterfowl refuges, and historic sites pursuant to 23 C.F.R. Part 774 (Section 4(f) requirements); and
- b) GOVERNMENTAL BODY will, to the extent applicable, comply with the protections for human subjects involved in research, development, and related activities supported by Federal funding of:

- i) The National Research Act, as amended, 42 U.S.C. 289 *et seq.*, and
  - ii) U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11.
- 9) Energy Conservation. To the extent applicable, the GOVERNMENTAL BODY and its third party GOVERNMENTAL BODYS at all tiers shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Section 6321 *et seq.*
- 10) Eligibility For Employment In The United States. The GOVERNMENTAL BODY shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Forms (I-9). These forms shall be used by the GOVERNMENTAL BODY to verify that persons employed by the GOVERNMENTAL BODY are eligible to work in the United States.
- 11) Buy America. As set forth in 49 U.S.C 5323(j) and 49 C.F.R. Part 661, only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of satisfactory quality; or that inclusion of domestic materials will increase the cost of overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.
- 12) False Or Fraudulent Statements Or Claims. The GOVERNMENTAL BODY acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to CMAP in connection with this Agreement, CMAP reserves the right to impose on the GOVERNMENTAL BODY the penalties of 18 U.S.C. Section 1001, 31 U.S.C. Section 3801, and 49 CFR Part 31, as CMAP may deem appropriate. GOVERNMENTAL BODY agrees to include this clause in all state and federal assisted contracts and subcontracts.
- 13) Changed Conditions Affecting Performance. The GOVERNMENTAL BODY shall immediately notify CMAP of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
- 14) Third Party Disputes Or Breaches. The GOVERNMENTAL BODY agrees to pursue all legal rights available to it in the enforcement or defense of any third party contract, and FTA or U.S. DOT and CMAP reserve the right to concur in any compromise or settlement of any third party contract claim involving the GOVERNMENTAL BODY. The GOVERNMENTAL BODY will notify FTA or U.S. DOT and the CMAP of any current or prospective major dispute pertaining to a third party contract. If the GOVERNMENTAL BODY seeks to name CMAP as a party to the litigation, the GOVERNMENTAL BODY agrees to inform both FTA or U.S. DOT and CMAP before doing so. CMAP retains a right to a proportionate share of any proceeds derived from any third party recovery. Unless permitted otherwise by the CMAP, the GOVERNMENTAL BODY will credit the Project Account with any liquidated damages recovered. Nothing herein is intended to nor shall it waive U.S. DOT's, FTA's or the CMAP's immunity to suit.
- 15) Fly America. The GOVERNMENTAL BODY will comply with 49 U.S.C. §40118, 4 CFR §52 and U.S. GAO Guidelines B- 138942, 1981 U.S. Comp. Gen. LEXIS 2166, March 31, 1981 regarding costs of international air transportation by U.S. Flag air carriers.
- 16) Non-Waiver. The GOVERNMENTAL BODY agrees that in no event shall any action or inaction on behalf of or by CMAP, including the making by CMAP of any payment under this Agreement, constitute or be construed as a waiver by CMAP of any breach by the GOVERNMENTAL BODY of any terms of this Agreement or any default on the part of the GOVERNMENTAL BODY which may then exist; and any action, including the making

of a payment by CMAP, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to CMAP in respect to such breach or default. The remedies available to CMAP under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.

- 17) Preference for Recycled Products. To the extent applicable, the GOVERNMENTAL BODY agrees to give preference to the purchase of recycled products for use in this Agreement pursuant to the various U.S. Environmental Protection Agency (EPA) guidelines, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.
- 18) Cargo Preference. Use of United States Flag Vessels. The GOVERNMENTAL BODY agrees to comply with 46 U.S.C. § 55305 and 46 CFR Part 381 and to insert the substance of those regulations in all applicable subcontracts issued pursuant to this Agreement, to the extent those regulations apply to this Agreement.
- 19) Performance measurement. The GOVERNMENTAL BODY must relate financial data of this AGREEMENT to its performance accomplishments. Further, the GOVERNMENTAL BODY must also provide cost information or a budget in Part 6 to demonstrate cost effective practices pursuant to 2 CFR Part 200.301.
- 20) Project closeout. Pursuant to CFR Part 200.343 thru 200.345, the GOVERNMENTAL BODY must submit the required project deliverables, performance and financial reports, and all eligible incurred costs as specified in Parts 5 and 6, respectively, of this AGREEMENT no later than 90 days after the AGREEMENT's end date. Further, the GOVERNMENTAL BODY agrees that the project should then be closed no later than 360 days after receipt and acceptance by CMAP of all required final reports.
- 21) Certification Regarding Annual Fiscal Reports or Payment Vouchers. The GOVERNMENTAL BODY agrees to comply with 2 CFR Part 200.415(a) as follows: To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the GOVERNMENTAL BODY, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."
- 22) Certifications: Both Parties, their employees and subGOVERNMENTAL BODYs under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder. Since laws, regulations, directives, etc. may be modified from time-to-time, the GOVERNMENTAL BODY shall be responsible for compliance as modifications are implemented, to the extent that the certifications apply to the GOVERNMENTAL BODY, pertaining to:
  - a) Bribery. Pursuant to (30 ILCS 500/50-5);
  - b) Bid Rigging. Pursuant to (720 ILCS 500/33E- or 33E-4);
  - c) Debt to State. Pursuant to (30 ILCS 500/50-11);
  - d) Education Loan. Pursuant to (5 ILCS 385/1 et seq).;



- e) International Boycott. Pursuant to U.S. Export Administration Act of 1979 or the applicable regulation of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (15 CFR Part 730 through 774);
  - f) Forced Labor Act. Pursuant to (30 ILCS 583);
  - g) Dues and Fees to any club which unlawfully discriminates. Pursuant to (775 ILCS 25/1 et seq.);
  - h) Pro-Children Act. Pursuant to (20 USC 7181-7184) and the Goods from Child Labor Act (30 ILCS 584);
  - i) Drug-Free Work Place. Pursuant to (30 ILCS 580/3 and 41 USC 8102);
  - j) Clean Air Act and Clean Water Act. Pursuant to (42 USC §7401 et seq). and the Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.);
  - k) Debarment. Pursuant to (2 CFR 200.205(a)) or by the State (30 ILCS 708/25(6)(g));
  - l) Non-procurement Debarment and Suspension. Pursuant to (2 CFR Part 180 as supplemented by 2 CFR part 376, Subpart C);
  - m) Grant for the Construction of Fixed Works. This agreement is subject to the Illinois Prevailing Wage Act Pursuant to (820 ILCS 130/0.01 et seq.)
  - n) Health Insurance Portability and Accountability Act of 1996. Pursuant to Public Law No. 104-191 (45 CFR Parts 160, 162, and 164 and the Social Security Act of, 42 USC 1320d-2 through 1320d- 7).
  - o) Criminal Convictions. Pursuant to the Sarbanes-Oxley Act of 2002, nor a class 3 or Class 2 felony under Illinois Securities Law of 1953 or pursuant to (30 ILCS 500/50).
  - p) Illinois Use Tax. Pursuant to (30 ILCS 500/50);
  - q) Environmental Protection act Violations. Pursuant to (30 ILCS 500/50-14)
  - r) Federal Funding Accountability and Transparency Act of 2006 (31 USC 6101);
  - s) Motor Vehicle Law: Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 et seq);
  - t) Goods from Child Labor Act. Pursuant to (30 ILCS 847);
- 23) Unlawful Discrimination. Compliance with Nondiscrimination Laws. Both Parties, their employees and subGOVERNMENTAL BODYs under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:
- a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
  - b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
  - c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
  - d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

- e) The Americans with Disabilities Act of 1990 (42 USC 12101 *et seq.*); and
- f) The Age Discrimination Act (42 USC 6101 *et seq.*).

- 24) Political Activity. No portion of funds for this subcontract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.
- 25) EO 1-2007 Compliance: GOVERNMENTAL BODY certifies that to the best of its knowledge, its sub-GOVERNMENTAL BODYs have complied with and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits GOVERNMENTAL BODYs and subGOVERNMENTAL BODYs from hiring the then-serving Governor's family members to lobby procurement activities to the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000.
- a) This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- 26) Prohibited Interest. No officer or employee of CMAP and no member of its governing body and no other public official of any locality in which the Project objectives will be carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such objectives shall (i) participate in any decision relating to any subcontract negotiated under this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; or (ii) have any financial interest, direct or indirect, in such subcontract or in the work to be performed under such contract. No member of or delegate of the Illinois General Assembly or the Congress of the United States of America, and no federal Resident Commissioner, shall be admitted to any share hereof or to any benefit arising herefrom. The GOVERNMENTAL BODY warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Agreement, upon an agreement or understanding for a commission, percentage, bonus, brokerage or contingent fee, or gratuity, excepting its bona fide employees. For breach or violation of this warranty CMAP shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage bonus, brokerage or contingent fee, or gratuity.
- a) The GOVERNMENTAL BODY will disclose all violations of criminal law involving fraud, bribery and gratuity violations. The GOVERNMENTAL BODY's failure to comply shall constitute a material breach of this contract.
- 27) Compliance with Registration Requirements. The GOVERNMENTAL BODY shall be registered with the Federal System for Award Management (SAM) and have a valid DUNS number. It is the GOVERNMENTAL BODY's responsibility to remain current with these registrations and requirements. If the GOVERNMENTAL BODY's status with regard to any of these requirements change, the GOVERNMENTAL BODY must notify CMAP immediately.
- 28) Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any

agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

- 29) Federal Form LLL. If any funds, other than Federally appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.
- 30) Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.
- 31) Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

All of the requirements listed in paragraphs 1 through 31 apply to the federally funded project. The GOVERNMENTAL BODY hereby agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

### **Certification Two: FTA Certification Regarding Lobbying**

The Federal Transportation Authority (FTA) a source of funds for this project requires the Certification for Contracts, Grants, Loans, and Cooperative Agreements to be submitted with each bid or offer exceeding \$100,000. The GOVERNMENTAL BODY hereby attests to understanding and complying with the FTA Certification Regarding Lobbying (49 CFR PART 20) requirement and submit a completed "FTA Certification Regarding Lobbying" for any proposals which may or will exceed \$100,000.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) 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 an 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.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The GOVERNMENTAL BODY, hereby certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the GOVERNMENTAL BODY understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.



**ATTACHMENT 7: ANNUAL CERTIFICATION FOR COMPLIANCE WITH FEDERAL OMB-CIRCULAR A-133/2 CFR  
Section 200.51(c)(4), SUB-AWARD**

This certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending federal funds for this project. If OMB Circular A-133/2 CFR Section 200.51(c)(4) applies to your organization, this certification or a copy of your OMB Circular A-133/2 CFR Section 200.51(c)(4) single audit must be submitted to CMAP at the end of your fiscal year for any fiscal year in which you expended any federal funds related to this contract.

NOTE: ANNUAL COMPLIANCE WITH THIS REQUIREMENT IS MANDATORY FOR EVERY YEAR IN WHICH FEDERAL FUNDS ARE EXPENDED FOR THIS PROJECT BY ANY STATES, LOCAL GOVERNMENTS OR NONPROFIT ORGANIZATIONS. FAILURE TO COMPLY WITH THE ANNUAL CERTIFICATION TO CMAP WILL RESULT IN THE SUSPENSION OF PAYMENTS TO REIMBURSE PROJECT COSTS.

In accordance with OMB Circular A-133/2 CFR Section 200.51(c)(4), Audits of States, Local Governments, and Non-Profit Organizations, such non-federal entities that expend \$750,000 or more in federal awards in a year are required to have a single audit performed in accordance with OMB Circular A-133/2 CFR Section 200.51(c)(4). The Chicago Metropolitan Agency for Planning (CMAP) is required by federal law to obtain and review the single audit of all entities that had any federally participating funds pass through it, irrespective of the amount provided by CMAP. It is the responsibility of the agencies expending federal funds to comply with the requirements of OMB Circular A-133/2 CFR Section 200.51(c)(4) and determine whether they are required to have a single audit performed.

In order to comply with this requirement, your agency must provide the following information to CMAP on an annual basis for every year in which you expended funds for costs associated with this project:

1. If your agency expended \$750,000 (or the current OMB Circular A-133/2 CFR Section 200.51(c)(4) qualifying amount) or more in federal awards from all sources, including other agencies, in a year, you are required to have a single audit performed in accordance with OMB Circular A-133/2 CFR Section 200.51(c)(4) and submit a copy of the report to CMAP 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.

This is an annual requirement for every year in which you expended funds for this project.

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

- a. Comprehensive Annual Financial Report (Financial Statements)
- b. Schedule of Expenditures of Federal Awards and Independent Auditor's Report thereon.
- c. 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.
- d. 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-133/2 CFR Section 200.51(c)(4).

Additional information which should be submitted:

- a. Corrective Action Plan(s), if applicable.
- b. Management Letter, if applicable.
- c. Status of Prior Year Findings, if applicable.

2. If your agency did not expend \$750,000 (or the current OMB Circular A-133/2 CFR Section 200.51(c)(4)) or more in federal awards from all sources, including other agencies, in any fiscal year for which you expended funds for projects costs and were not required to conduct a single audit, you must complete and return a Single Audit Not Required Certification, an example is provided below.

This is an annual requirement for every year in which you expended funds for this project.

Example Single Audit Not Required Certification

I certify that \_\_\_\_\_ did not expend \$750,000 or more in federal awards in our fiscal year \_\_\_\_\_ and was not required to have a single audit conducted.

Acknowledged:

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Government Name: \_\_\_\_\_

3. If your agency receives multiple awards from CMAP, only one annual submittal of this information is required.

Please submit a copy of your OMB Circular A-133/2 CFR Section 200.51(c)(4) single audit or a Single Audit Not Required Certification to: [accounting@cmap.illinois.gov](mailto:accounting@cmap.illinois.gov)



## Grant Proposal Notifications

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 24-2469

**Agenda Date:** 9/17/2024

**Agenda #:** 10.A.

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## Grant Proposal Notification

GPN Number: 036-24  
(Completed by Finance Department)

Date of Notification: 08/28/2024  
(MM/DD/YYYY)

Parent Committee Agenda Date: 09/17/2024  
(Completed by Finance Department) (MM/DD/YYYY)

Grant Application Due Date: 09/30/2024  
(MM/DD/YYYY)

Name of Grant: Illinois Transportation Enhancement Program (ITEP)

Name of Grantor: Illinois Department of Transportation

Originating Entity: U.S. DOT - Federal Highway Administration  
(Name the entity from which the funding originates, if Grantor is a pass-thru entity)

County Department: Division of Transportation

Department Contact: Melisa Ribikawskis, Sr Trans. Planner , Ext. 6897  
(Name, Title, and Extension)

Parent Committee: Transportation

Grant Amount Requested: \$ 3,000,000.00

Type of Grant: Competitive Project  
(Competitive, Continuation, Formula, Project, Direct Payment, Other – Please Specify)

Is this a new non-recurring Grant: ☒ Yes ☐ No

Source of Grant: ☒ Federal ☐ State ☐ Private ☐ Corporate

If Federal, provide CFDA: 20.205 If State, provide CSFA: 494-00-1000



## Grant Proposal Notification

1. Justify the department's need for this grant.

Stearns Road multi-use path between DuPage/Kane County Line and Sayer Road. Funds would cover engineering and construction cost.

2. Based on the County's Strategic Plan, which strategic imperative(s) correlate with funding opportunity. Provide a brief explanation.

Safe Community: By creating a continuous east-west non-motorized bicycle and pedestrian path where none currently exists, improving citizen safety .

3. What is the period covered by the grant?

\_\_\_\_\_ to: \_\_\_\_\_  
(MM/DD/YYYY) (MM/DD/YYYY)

- 3.1. If period is unknown, estimate the year the project or project phase will begin and anticipated duration:

3.1.1. 08/24 and 12/28  
(MM/YY) (Duration)

4. Will the County provide "seed" or startup funding to initiate grant project? (Yes or No)

Yes

- 4.1. If yes, please identify the Company-Accounting Unit used for the funding

Local Gas

5. If grant is awarded, how is funding received? (select one):

5.1. Prior to expenditure of costs (lump-sum reimbursement upfront) ☐

5.2. After expenditure of costs (reimbursement-based) ☒

## Grant Proposal Notification

6. Does the grant allow for Personnel Costs? (Yes or No) No

6.1. If yes, what are the total projected salary and fringe benefit costs of personnel charging time to the grant for the entire term of the grant? Compute County-provided benefits at 40%.

6.1.1. Total salary \_\_\_\_\_ Percentage covered by grant \_\_\_\_\_

6.1.2. Total fringe benefits \_\_\_\_\_ Percentage covered by grant \_\_\_\_\_

6.1.3. Are any of the County-provided fringe benefits disallowed? (Yes or No): \_\_\_\_\_

6.1.3.1. If yes, which ones are disallowed?

6.1.3.2. If the grant does not cover 100% of the personnel costs, from what Company-Accounting Unit will the deficit be paid?

6.2. Will receipt of this grant require the hiring of additional staff? (Yes or No): No

6.2.1. If yes, how many new positions will be created?

6.2.1.1. Full-time \_\_\_\_\_ Part-time \_\_\_\_\_ Temporary \_\_\_\_\_

6.2.1.2. Will the headcount of the new position(s) be placed in the grant accounting unit?                       
(Yes or No)

6.2.1.2.1. If no, in what Company-Accounting Unit will the headcount(s) be placed?

## Grant Proposal Notification

<p>6.3. Does the grant award require the positions to be retained beyond the grant term? (Yes or No)</p>	<p>No</p> <hr style="border: 0; border-top: 1px solid black;"/>
<p>6.3.1. If yes, please answer the following:</p>	
<p>6.3.1.1. How many years beyond the grant term?</p>	<hr style="border: 0; border-top: 1px solid black;"/>
<p>6.3.1.2. What Company-Accounting Unit(s) will be used?</p>	<hr style="border: 0; border-top: 1px solid black;"/>
<p>6.3.1.3. Total annual salary</p>	<hr style="border: 0; border-top: 1px solid black;"/>
<p>6.3.1.4. Total annual fringe benefits</p>	<hr style="border: 0; border-top: 1px solid black;"/>
<p>7. Does the grant allow for direct administrative costs? (Yes or No)</p>	<p>No</p> <hr style="border: 0; border-top: 1px solid black;"/>
<p>7.1. If yes, please answer the following:</p>	
<p>7.1.1. Total estimated direct administrative costs for project</p>	<hr style="border: 0; border-top: 1px solid black;"/>
<p>7.1.2. Percentage of direct administrative costs covered by grant</p>	<hr style="border: 0; border-top: 1px solid black;"/>
<p>7.1.3. What percentage of the grant total is the portion covered by the grant</p>	<hr style="border: 0; border-top: 1px solid black;"/>
<p>8. What percentage of the grant funding is non-personnel cost / non-direct administrative cost?</p>	<p>100%</p> <hr style="border: 0; border-top: 1px solid black;"/>
<p>9. Are matching funds required? (Yes or No):</p>	<p>Yes</p> <hr style="border: 0; border-top: 1px solid black;"/>
<p>9.1. If yes, please answer the following:</p>	
<p>9.1.1. What percentage of match funding is required by granting entity?</p>	<p>20%</p> <hr style="border: 0; border-top: 1px solid black;"/>
<p>9.1.2. What is the dollar amount of the County's match?</p>	<p>\$750,000.00</p> <hr style="border: 0; border-top: 1px solid black;"/>



## Grant Proposal Notification

9.1.3. What Company-Accounting Unit(s) will provide the matching requirement?	<u>Local Gas</u>
10. What amount of funding is already allocated for the project?	<u>\$200,000.00</u>
10.1. If allocated, in what Company-Accounting Unit are the funds located?	<u>local gas</u>
10.2. Will the project proceed if the funding opportunity is not awarded? (Yes or No):	<u>No</u>
11. What is the total project cost (Grant Award + Match + Other Allocated Funding)?	<u>\$3,750,000.00</u>