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AMENDMENT No. 1
to
THE TECHNICAL SERVICES AGREEMENT
between
THE REGIONAL TRANSPORTATION AUTHORITY
and
THE COUNTY OF LAKE
Contract No.: NF-2008-02

This Amendment No. 1 (this "Amendment") to the Technical Services Agreement (the "Agreement"), dated December 11, 2009, by and between the Regional Transportation Authority (the "RTA") and the County of Lake (the "Recipient" or the "Grantee" and, together with the RTA, collectively the "Parties") is made and entered into by and between the Parties. In consideration of the mutual covenants contained herein and in the Agreement, the Parties agree as follows:

1) ARTICLE III: TERM OF AGREEMENT, Section 3.1: shall be deleted in full and replaced with the following:

3.1 The term of this Agreement shall be from December 11, 2009 to December 31, 2012.

2) ARTICLE XXXII: DOCUMENTS FORMING THIS AGREEMENT, Section 32.1: shall be amended by adding the following:

- Exhibit D, OMB Circular A-133 Single Audit Certification Form

3) ARTICLE XXXIII: SPECIAL CONDITIONS, Section 33.1: shall be deleted in full and replaced with the following:

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

4) Exhibit C, Certifications and Assurances, signed on November 19, 2009 by the Grantee, is hereby replaced in its entirety by Exhibit C, 2010 Certifications and Assurances.

5) Exhibit D, OMB Circular A-133 Single Audit Certification Form, is hereby added in its entirety.

The Parties agree that the Agreement is in all other respects ratified and reaffirmed and that it continues in full force and effect as hereby amended.

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IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized officers.

COUNTY OF LAKE

**REGIONAL TRANSPORTATION
AUTHORITY**

By: _____
MARTIN G. BUEHLER

By: _____
JOSEPH G. COSTELLO

Title: COUNTY ENGINEER

Title: EXECUTIVE DIRECTOR

Attest: _____
SEALED

Attest: _____
SEALED

Date: _____

Date: _____

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EXHIBIT C

2010 CERTIFICATIONS AND ASSURANCES

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

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

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

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

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

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

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

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

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CERTIFICATIONS AND ASSURANCES

Name of Grantee: County of Lake

Name of Authorized Representative: Martin G. Buehler

Relationship of Authorized Representative: County of Lake Engineer

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

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

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

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

Signature _____

Date _____

Name Martin G. Buehler

Authorized Representative of Grantee

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AFFIRMATION OF GRANTEE'S ATTORNEY

Name of Grantee: County of Lake

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

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

Signature _____

Date: _____

Name _____

Attorney for Grantee

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

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CERTIFICATIONS AND ASSURANCES

I. ASSURANCES REQUIRED FOR EACH GRANTEE

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

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

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

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

B. *Standard Assurances*

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

C. *Intergovernmental Review Assurance*

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

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D. *Nondiscrimination Assurance*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(6) To the extent applicable, will comply with, or has complied with, the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (Uniform Relocation Act) 42 U.S.C. 4601 et seq., which, among other things, provide for fair and equitable treatment of persons displaced or persons whose property is acquired as a result of federally assisted programs. These requirements apply to all interests in real property acquired for project purposes and displacement caused by the project regardless of Federal participation in any purchase. As required by sections 210 and 305 of the Uniform Relocation Act, 42 U.S.C. 4630 and 4655, and by U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR 24.4, the Grantee assures that it has the requisite authority under applicable state and local law to comply with the requirements of the Uniform Relocation Act, 42 U.S.C. 4601 et seq., and U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR part 24, and will comply with that Act or has complied with that Act and those implementing regulations, including but not limited to the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II. LOBBYING CERTIFICATION

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

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

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

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

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

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

III. PROCUREMENT COMPLIANCE

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

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

IV. PROTECTIONS FOR PRIVATE TRANSPORTATION PROVIDERS

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

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

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

V. PUBLIC HEARING

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

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

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

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

VI. ACQUISITION OF ROLLING STOCK

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

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

VII. ACQUISITION OF CAPITAL ASSETS BY LEASE

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

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

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

VIII. BUS TESTING

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

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

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

IX. CHARTER SERVICE AGREEMENT

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

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

B. The Grantee understands and agrees that:

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

X. SCHOOL TRANSPORTATION AGREEMENT

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

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

B. The Grantee understands and agrees that:

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

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

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

XI. DEMAND RESPONSIVE SERVICE

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

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

XII. ALCOHOL MISUSE AND PROHIBITED DRUG USE

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

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

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

XIII. INTEREST AND OTHER FINANCING COSTS

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

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

XIV. INTELLIGENT TRANSPORTATION SYSTEMS

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

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

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

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

XV. URBANIZED AREA FORMULA PROGRAM

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XVI. CLEAN FUELS GRANT PROGRAM

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

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

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

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

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

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

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

This Category does not apply to this Agreement

XVIII. NONURBANIZED AREA FORMULA PROGRAM FOR STATES

This Category does not apply to this Agreement

XIX. JOB ACCESS AND REVERSE COMMUTE FORMULA GRANT PROGRAM

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

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

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

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

XX. NEW FREEDOM PROGRAM

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

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

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

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

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XXI. PAUL S. SARBANES TRANSIT IN PARKS PROGRAM

This Category does not apply to this Agreement

XXII. TRIBAL TRANSIT PROGRAM

Each Grantee receiving Tribal Transit Program assistance must provide all certifications and assurances set forth below. In accordance with 49 U.S.C. 5311(c)(1) that authorizes the Secretary of Transportation to establish terms and conditions for direct grants to Indian tribal governments, the Grantee certifies and assures as follows:

A. The Grantee assures that:

(1) It has or will have the necessary legal, financial, and managerial capability to apply for, receive, and disburse Federal assistance authorized for 49 U.S.C. 5311; and to carry out each project, including the safety and security aspects of that project;

(2) It has or will have satisfactory continuing control over the use of project equipment and facilities;

(3) The project equipment and facilities will be adequately maintained; and

(4) Its project will achieve maximum feasible coordination with transportation service assisted by other Federal sources.

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

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

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

XXIII. TIFIA PROJECTS

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

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

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

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

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

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

XXIV. DEPOSITS OF FEDERAL FINANCIAL ASSISTANCE TO STATE INFRASTRUCTURE BANKS

This Category does not apply to this Agreement

XXV. ADDITIONAL FTA CERTIFICATIONS AND ASSURANCES

Section 25-1 Definitions

As used in Sections XXV of these certifications and assurances:

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

Section 25-2. Project Implementation

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

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

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

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

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

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

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

Section 25-3. Ethics

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

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

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

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

Section 25-4. Accounting Records

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

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

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

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Section 25-5. Record Retention and Access

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

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

Section 25-6. Civil Rights

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

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

(a) The Grantee agrees that it will not discriminate against any employee or Grantee for employment because of race, color, creed, sex, disability, age, or national origin. The Grantee agrees to take affirmative action to ensure that Grantees are employed and that employees are treated during employment without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee also agrees to comply with any implementing requirements FTA may issue.

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

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

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

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

(2) The Grantee agrees and assures that it shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from U.S. DOT or in the administration of its DBE program and will comply with the requirements of 49 C.F.R. Part 26. The Grantee agrees to take all necessary and reasonable steps set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from U.S. DOT. As required by 49 C.F.R. Part 26 and approved by U.S. DOT, the Grantee's DBE program is incorporated by reference and made part of the Agreement. The Grantee agrees that implementation of this DBE program is a legal obligation, and that failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification by U.S. DOT to the Grantee of its failure to implement its approved DBE program, U.S. DOT may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 *et seq.*

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

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

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

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

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

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

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

(7) Any implementing requirements FTA may issue.

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

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

E. Environmental Justice. The Grantee agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note.

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

Section 25-7. Procurement

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

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

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

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

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

Section 25-8. Patent Rights

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

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

Section 25-9. Rights in Data and Copyrights.

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

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

(1) Except for its own internal use, the Grantee may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Grantee authorize others to do so without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.

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

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

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

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

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

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

E. Hold Harmless. Except as prohibited or otherwise limited by State law, upon request by the Federal Government, the Grantee agrees to indemnify, save, and hold harmless the Federal Government and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Grantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project. The Grantee shall not be required to indemnify the Federal Government for any such liability caused by the wrongful acts of Federal employees or agents.

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

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

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

Section 25-10. Employee Protection

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

Section 25-11. Environmental Requirements

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

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

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

(1) The Grantee agrees to comply with the applicable requirements of the U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. To support the requisite air quality conformity finding for the Project, the Grantee agrees to implement each air quality mitigation or control measure incorporated in the Project. The Grantee further agrees that any Project identified in an applicable State Implementation Plan as a Transportation Control Measure will be wholly consistent with the design concept and scope of the Project described in the State Implementation Plan.

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

(3) The Grantee agrees to comply with the notification of violating facility requirements of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

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

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

(2) The Grantee agrees to comply with the notification of violating facility requirements of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

D. Historic Preservation. The Grantee agrees to encourage and compliance with the Federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 16 U.S.C. § 470f; Executive Order No. 11593, "Protection and Enhancement of the Cultural Environment," 16 U.S.C. § 470 note; and the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. §§ 469a-469c, as follows:

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

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

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

Section 25-12. Substance Abuse.

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

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

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

Section 25-13. Seat Belt Use

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

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

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

XXVI. IDOT CERTIFICATIONS AND ASSURANCES

Section 26-1. Procurement

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

Section 26-2. Ethics

Bribery - Non-governmental Grantees and third-party contractors shall certify that they have not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or local government. They also certify that they have not admitted guilt of such conduct

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

Section 26-3. Indemnification and Insurance

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

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

Section 26-4. Independence of Grantee

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

Section 26-5. Civil Rights

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

1. General Requirements: The Grantee agrees as follows:

- a. Discrimination Prohibited - Under 42 U.S.C. Section 2000e and 49 U.S.C. Section 5332, the Grantee agrees to comply with applicable Federal statutes, executive orders, regulations, and Federal policies, including the U.S. Department of Labor regulations entitled, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Part 60 *et seq.*, (which implement E.O. No. 11246, "Equal Employment Opportunity," as amended by E.O. No. 11375 and "Amending E.O. No. 11246, 'Relating to Equal

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Employment Opportunity,") that may in the future affect construction activities that are undertaken in the course of this Project. The Grantee agrees to take affirmative action to ensure that Grantees are employed, and that employees are treated during their employment, without regard to race, color, creed, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee also agrees to comply with any implementing requirements that the FTA may issue.

- B. Illinois Human Rights Act - The Grantee shall comply with the "Equal Employment Opportunity Clause" that the Illinois Department of Human Rights requires. It is understood that the term, "contractor," shall also mean "Grantee." The Equal Employment Opportunity Clause reads as follows and shall apply to the Project:

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

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

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5. That the Grantee will submit reports that the Department's Rules and Regulations have required, furnish all relevant information that the Department or contracting agency may request from time-to-time, and fully comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
 6. That the Grantee will allow the contracting agency and Departmental personnel to access all relevant books, records, accounts, and work sites to determine its compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
 7. That it will include this section's provisions verbatim or by reference in every subcontract it awards, under which any portion of the contract obligations are undertaken or assumed, so that these provisions will bind the subcontractors. In the same manner as with other provisions of these Certifications & Assurances, the Grantee will be liable for its subcontractors' compliance with this clause's applicable provisions and will promptly notify the RTA and IDOT if any subcontractor fails or refuses to comply with these provisions. The Grantee will also not use any subcontractor that the Illinois Human Rights Commission declares ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.
- C. Disadvantaged Business Enterprise ("DBE") - To the extent required by federal law, regulation, or directive, the RTA encourages all of its grantees to make a good-faith effort to contract with "DBEs." Grantees who receive more than the minimal federal assistance threshold (currently \$250,000 in FTA capital and operating funds, exclusive of funds for transit vehicles purchases, see 49 CFR Part 26.67, or \$100,000 in planning funds) agree to facilitate participation of disadvantaged business enterprises (DBE) as follows:
1. The Grantee agrees to comply with current U.S. DOT regulations at 49 CFR Part 26, including any amendments thereto that may be issued during the term of the Agreement.
 2. The Grantee agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. DOT-assisted contract. The Grantee agrees to take all necessary and reasonable steps under 49 CFR Part 26 to ensure that eligible DBEs have the maximum feasible opportunity to participate in U.S. DOT-assisted contracts. The Grantee DBE program, if required by 49 CFR Part 26 and as approved by U.S. DOT, is incorporated by reference into the Agreement. Implementation of this program is a legal obligation, and the RTA shall treat failure to carry out its terms as a violation of the Agreement. Upon notification to the Grantee of its failure to carry out its approved program, U.S. DOT may impose sanctions as provided for under 49 CFR Part 26.
 3. The Grantee agrees to include the following clause in all of its agreements and in of its third party contracts funded wholly or partly with Governmental assistance:

"The Grantee or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this (contract or agreement). The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT assisted (contracts or agreements). Failure by the (contractor, or subcontractor) to carry out these requirements is a material breach of the (contract or agreement), that may result in the termination

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of this (contract or agreement) or such other remedy as the RTA deems appropriate.”

D. Disabilities

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

Section 26-6. Substance Abuse/Drug Free Workplace

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

If applicable, the Grantee also agrees to comply with all aspects of the anti-drug program outlined in the "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" regulation, 49 CFR Part 655, the "Procedures for Transportation in Workplace Drug and Alcohol Testing Program, as revised December 19, 2000" regulation, 49 CFR Part 654, and to require contractors and subcontractors, when applicable under 49 U.S.C. Section 5331 and 49 CFR Part 655, to do the same.

Section 26-7. Environmental Requirements

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

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

- A. Environmental Protection - To the extent applicable, the Grantee agrees to comply with the requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. Section 4321 *et seq.*; Section 14 of the Federal Transit Act, as amended, 49 U.S.C. App. Section 1610; the Council on Environmental Quality regulations, 40 CFR Part 1500 *et seq.*; and the joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622.

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- B. Air Quality - The Grantee agrees to comply with applicable requirements of the following Environmental Protection Agency (EPA) regulations: "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded, or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 CFR Part 51 Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 CFR Part 93. To support this Project's requisite air quality conformity finding, the Grantee agrees to implement each air quality mitigation and control measure incorporated in the Project. The Grantee agrees that any Project that is identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure, will be wholly consistent with the description of the Project's design concept and scope set forth in the SIP.

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

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

Section 26-8. Privacy

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

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EXHIBIT D

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

Project Name: Lake County Northwest Demonstration Project

Does this Project receive federal funds? Yes No

Amount of federal funds: \$400,000

Federal Project Number: IL-57-X003

CFDA Number*, Federal Agency, Program Title: 20.521, Department of Transportation – Federal Transit Administration, New Freedom Program

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

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

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

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

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

Additional information which should be submitted, if applicable:

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

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OMB CIRCULAR A-133 SINGLE AUDIT CERTIFICATION FORM

Grantee's Legal Name: County of Lake

Grantee's Address: 600 Winchester Road, Libertyville, Illinois 60048

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

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

Project Name(s): Lake County Northwest Demonstration Project

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

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

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

Grantee's Signature: _____ Date: _____

Print Name and Title: _____

Phone: (_____) _____ E-Mail: _____

Please return to: Regional Transportation Authority
Attn: Joseph Voccia
175 W. Jackson Blvd., Suite 1550
Chicago, IL 60604

Questions: Joseph Voccia, Manager, Special Programs
(312) 913-3241
vocciaj@rtachicago.org