

**TECHNICAL SERVICES AGREEMENT**

**between**

**THE REGIONAL TRANSPORTATION AUTHORITY**

**and**

**THE COUNTY OF LAKE**

**Contract No.: S5310-2014-12**

**CFDA No.: 20-513**

**Federal Project No.: IL-2017-017**

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This Technical Services Agreement (this "Agreement") is made by and between the Regional Transportation Authority, a municipal corporation and body politic formed under the laws of Illinois (the "RTA"), and the County of Lake, a municipal corporation and body politic formed under the laws of the State of Illinois hereinafter referred to as "Recipient" (also referred to as "Grantee," which term shall include its successors, assigns and subrecipients/subgrantees)<sup>1</sup> as of the later date of execution by the RTA or the Grantee.

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

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

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

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

## **ARTICLE I: DEFINITIONS**

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

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

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

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

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

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<sup>1</sup> This document incorporates Federal Certifications and Assurances copied incorporated verbatim from federal circulars. The Certifications and Assurances also use the terms "Recipient," "Subrecipient" and "Applicant" interchangeably. The terms of this agreement and all federal requirements apply to any recipient of federal funds regardless of its status as Recipient, Subrecipient, Grantee, Subgrantee or Applicant, vis-à-vis the federal granting agency.

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

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

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

## **ARTICLE II: THE RECIPIENT'S AUTHORITY AND COMMITMENT**

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

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

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

## **ARTICLE III: TERM OF AGREEMENT**

3.1 The term of this Agreement shall be from 7/01/2020 to 7/02/2023

## **ARTICLE IV: TECHNICAL SERVICES AGREEMENT**

4.1 RTA Budget Commitment.

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

(b) The RTA will provide 50.00% of the aggregate actual cost of all Projects as set forth on Exhibit B or \$100,985 whichever is less. The RTA shall have no liability regarding any Project funded by this Agreement in excess of the funds actually appropriated for the Project.

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

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

4.3 Conformity with Project Budget.

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

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

(1) A justifiable rationale for the revision in a particular Project;

(2) The revised budget for the Project covers the full scope of the Project funded under this Agreement, i.e., the revised budget of the Project is intended to be adequate for the completion of the Project;

(3) There are sufficient unspent funds in the Agreement contingency, should one be part of this Agreement, or any other Project which may be reallocated to the revised budget of the revised Project;

(4) The funds remaining in the Agreement contingency, should one be part of this Agreement, or any other Project after reallocation of funds to the revised budget for the Project are sufficient to provide for the uncompleted portions of all other Projects within the Agreement; and

(5) The proposed revision will not cause the aggregate amount of all Project Budgets as set forth on Exhibit B to be exceeded.

4.4 Conformity with Program Management Plan (PMP).

(a) The Recipient shall adhere to the Program Management Plan (PMP) as included in Exhibit E.

## **ARTICLE V: METHOD OF FUNDING**

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

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

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

## **ARTICLE VI: ACCOMPLISHMENT OF THE PROJECT(S)**

### **6.1 General.**

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

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

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

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

## 6.2 Project Completion.

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

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

## 6.3 Use of Facilities.

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

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

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

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

#### **ARTICLE VII: PASS-THROUGH FUNDING PROVISIONS**

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

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

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

#### **ARTICLE VIII: PROJECT ADMINISTRATION AND MANAGEMENT**

##### **8.1 Project Management.**

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

(b) The RTA or its designee may conduct periodic on-site inspections of each Project to evaluate the effectiveness of the Recipient's arrangement for supervision and inspection and to evaluate the work done on the Project and adherence to this Agreement. The Recipient shall provide reasonable access to its premises, or cause its contractors to provide reasonable access to their

premises, for the RTA and its designee to permit these inspections. Inspection of, or concurrence by, RTA in Project work does not relieve the Recipient of its responsibilities and liabilities. Any inspection must be coordinated with the Recipient's personnel for purposes of providing reasonable notice and adhering to safety regulations.

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

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

#### **ARTICLE IX: REQUISITION, PAYMENT PROCEDURES, AND RECORD KEEPING**

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

##### 9.2 Allowable Costs.

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

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

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

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

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

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

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

(g) They shall be satisfactorily documented;

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

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

### 9.3 Payment Procedures.

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

- (1) Execute and submit to the RTA a requisition for approval by the RTA;
- (2) Have submitted all financial, progress, and other reports required by the RTA; and
- (3) Have received approval by the RTA for any budget revisions required to cover all costs to be incurred by the end of the requisition period.

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

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

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

#### 9.4 Records Retention.

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

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

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

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

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

#### 9.5 Audits.

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

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

#### **ARTICLE X: RIGHT OF THE RTA TO TERMINATE**

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

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

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

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

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

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

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

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

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

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

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

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

#### **ARTICLE XI: SETTLEMENT AND CLOSE-OUT**

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

#### **ARTICLE XII: PROCUREMENT**

##### 12.1 Procurement Procedures.

(a) The Recipient shall follow applicable federal, state, and local law and procedures when awarding and administering contracts for goods and services funded by this Agreement. Any such contract or subcontract for goods, property and services exceeding \$40,000 shall contain all the clauses pursuant to FTA Circular 4220.1E and 49 CFR 18.36, 19.40-19.48, and the parties shall comply with the requirements therein.

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

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

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

(e) Each third party contract (valued at more than \$100,000 for Construction and Acquisition of Goods or Rolling Stock) utilizing FTA assistance must conform with 49 USC 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR 661.

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

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

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

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

## 12.2 Procurement Review.

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

**ARTICLE XIII: SETTLEMENT OF THIRD PARTY CONTRACT DISPUTES OR BREACHES**

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

**ARTICLE XIV: ASSIGNMENT OF CONTRACT - SUBCONTRACTORS**

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

**ARTICLE XV: INDEMNIFICATION**

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

**ARTICLE XVI: INDEPENDENCE OF RECIPIENT**

16.1 In no event shall the Recipient or any of its employees, agents, contractors or subcontractors be considered agents or employees of the RTA, IDOT, FTA, U.S. Department of Transportation, or State of Illinois. Furthermore, the Recipient agrees that none of its employees, agents, contractors, or subcontractors will hold themselves out as, or claim to be, agents, officers, or employees of the RTA, U.S. Government, or State of Illinois and will not by reason of any relationship with the Agreement make any claim, demand, or application to or for any right or privilege applicable to an agent, officer, or employees of the RTA, U.S. Government, or State of

Illinois, including but not limited to, rights and privileges concerning workmen's compensation and occupational diseases coverage, unemployment compensation benefits, Social Security coverage, or retirement membership or credit.

#### **ARTICLE XVII: NON-COLLUSION**

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

#### **ARTICLE XVIII: CONFLICTS OF INTEREST**

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

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

The Recipient agrees that its employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. The RTA may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Recipient relating to such contract, subcontract, or arrangement.

18.2 The Recipient agrees that it will prevent any real and apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or recipient or impair the objectivity in performing the contract work.

## **ARTICLE XIX: RECIPIENT'S RESPONSIBILITY FOR COMPLIANCE**

19.1 Irrespective of the participation of other parties or third party contractors, the Recipient remains primarily responsible for compliance with this Agreement and all applicable federal, state, and local laws and regulations. If the Recipient will receive federal funds or funds from the Illinois Department of Transportation under this Agreement, the Recipient must complete Exhibit C, Certifications and Assurances, and comply with applicable terms and conditions therein. In addition, if the Recipient will receive federal funds under this Agreement, the Recipient must complete Exhibit D, Annual Certification to Comply with Code of Federal Regulations (CFR) – Title 2, Part 200 Audit Requirements, and comply with the terms and conditions therein.

## **ARTICLE XX: LABOR LAW COMPLIANCE**

20.1 The Recipient agrees to comply with the labor law compliance provisions of any FTA grant contract pertaining to any Project funded by this Agreement and all applicable federal and state labor laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees.

(a) Contract Work Hours and Safety Standards. The requirements of the clauses contained in 29 CFR 5.5(b) are applicable to any contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1. The Recipient and its subcontractors shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contracts for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this clause shall be made available by the Recipient or its subcontractors for inspection, copying, or transcription by authorized representatives of the FTA, U.S. Department of Transportation, or Department of Labor, and the Recipient or its subcontractors will permit such representatives to interview employees during working hours on the job.

(b) The Recipient or contractor shall insert in any subcontract the clauses set forth in 29 CFR 5.5(b), and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b) involving overtime pay, unpaid wages and withholding for unpaid wages.

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

## ARTICLE XXI: CIVIL RIGHTS

### 21.1 Non-Discrimination.

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

### 21.2 Equal Employment Opportunity Clauses.

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

(1) Discrimination Prohibited – In accordance with 42 USC 2000(e), 49 USC 5332, the Recipient agrees to comply with any applicable Federal statutes, executive orders, regulations, and Federal policies including the U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR 60 *et seq.*, (which implement E.O. No. 11246, "Equal Employment Opportunity," as amended by E.O. No. 11375, "Amending E.O. No. 11246 relating to Equal Employment Opportunity,") that may in the future affect construction activities undertaken in the course of this Project. The Recipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to race, color, creed, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Recipient agrees to comply with any implementing requirements FTA may issue.

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

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

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

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

(6) Language Proficiency – In accordance with Executive Order No. 13166, the Grantee agrees to comply with the applicable provisions of said Executive Order, “Improving Access to Services for Persons with Limited English Proficiency,” for improving access to services for persons with limited English proficiency, *see* 42 USC 2000d-1.

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

(b) Sexual Harassment – The Recipient will have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the Recipient’s internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Resources and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* A copy shall be provided to the RTA upon request.

(c) Illinois Human Rights Act - In the event of the Recipient’s non-compliance with the provisions of the Illinois Equal Employment Opportunity Clause, the Illinois Human Rights Act or the rules and regulations (the “Rules and Regulations”) of the Illinois Department of Human Rights (the “IDHR”), the Recipient may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement the Recipient agrees as follows:

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service;

and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(2) That, if it hires additional employees in order to perform this Agreement or any portion thereof, it will determine the availability (in accordance with the IDHR Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Recipient's obligations under the Illinois Human Rights Act and the IDHR Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Recipient in its efforts to comply with such Act and Rules and Regulations, the Recipient will promptly so notify the IDHR and the contracting agency and will recruit employees for other sources when necessary to fulfill its obligations thereunder.

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

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

(7) That it will include verbatim or by reference the provisions of this section in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Agreement, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the IDHR in the event any subcontractor fails to or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

### 21.3 Disabilities.

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

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

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

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

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

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

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

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

(h) Any implementing requirements FTA may issue.

#### 21.4 Disadvantaged Business Enterprises.

The following provisions shall apply to all Recipients as well as any subrecipients or subgrantees at any and all tiers who receive the funds provided in this Agreement in order to implement the Project.

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

(b) Any Recipient with an FTA approved DBE program shall include the funds provided in this Agreement when submitting DBE-related data in reports required by the FTA pursuant to its approved program. The RTA shall receive copies of all such reports and will not be responsible for providing DBE-related data to the FTA regarding the funds provided in this Agreement.

(c) Any Recipient without an FTA approved DBE program shall adopt and abide by the RTA's DBE program, which is incorporated as though fully set forth herein. The Recipient must inform the RTA whether it intends to abide by its own, or the RTA's DBE program.

(d) The Recipient shall agree to include the language set forth in this Disadvantaged Business Enterprise Assurance in each subcontract it executes.

### **ARTICLE XXII: ENVIRONMENTAL COMPLIANCE**

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

22.1 Energy Conservation – The Recipient and its contractors at all tiers shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 USC 6321 *et seq.*

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

### **ARTICLE XXIII: DRUG FREE WORKPLACE**

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

23.2 If applicable, the Recipient also agrees to comply with all aspects of the anti-drug program outlined in the "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" regulation, 49 CFR 655; "Procedures for Transportation Workplace Drug and Alcohol Testing Programs" regulation, 49 CFR 40, and to require contractors and subcontractors, when applicable under 49 U.S.C. 5331 and 49 CFR 655, to do the same.

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

### **ARTICLE XXIV: RESTRICTIONS ON LOBBYING**

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

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

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

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

#### **ARTICLE XXV: PUBLIC RELATIONS**

25.1 The Recipient agrees to notify the RTA of the following: (i) upon receipt of any media, press, or mass information distribution system inquiry regarding the Project(s); (ii) upon receipt of any request for documents pursuant to the Freedom of Information Act (FOIA) pertaining to the Project(s); (iii) prior to issuing any press release or other media statement regarding the Project(s). The Recipient acknowledges that the duty to notify the RTA extends through Project(s) completion, and potentially beyond the term of this Agreement.

#### **ARTICLE XXVI: SEVERABILITY**

26.1 If any provision of this Agreement is held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would continue to conform to the purposes, terms, and requirements of applicable law.

#### **ARTICLE XXVII: ASSIGNMENT AND AGREEMENT**

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

#### **ARTICLE XXVIII: AMENDMENT**

28.1 The Parties agree that no change of the aggregate amount of all Project Budgets or a modification in scope of this Agreement shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both parties, and attached to and made a part of this Agreement. No work shall be commenced and no costs or obligations incurred in consequence of any amendment to this Agreement or any attachments hereto unless and until such amendment has been executed and made a part of this Agreement and Exhibit A, Scope of Services, and Exhibit B, Project Budget, for each Project as appropriate, has been amended to conform thereto.

#### **ARTICLE XXIX: TITLES**

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

#### **ARTICLE XXX: OWNERSHIP OF DOCUMENTS/TITLE TO WORK**

30.1 All documents, data, and records produced by Recipient and its contractors in carrying out Recipient's obligations and services hereunder, without limitation and whether

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

30.2 In accordance with 37 CFR 401, if any invention, improvement, or discovery of the Recipient or any of its subconsultants is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Recipient agrees to notify the RTA, IDOT and FTA immediately and provide a detailed report. The rights and responsibilities of the Recipient, its subcontractors, the RTA, IDOT, and FTA, with respect to such invention, improvement, or discovery will be determined in accordance with applicable state and federal laws, regulations, policies, and any waiver thereof. The Recipient agrees to insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Agreement.

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

(a) The term “subject data” used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement. The term includes graphic or pictorial delineation in media, such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms, such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to project administration.

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

(1) Except for its own internal use, the Recipient may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Recipient authorize others to do so, without the written consent of RTA, IDOT, or FTA, until such time as RTA, IDOT, or FTA, may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to agreements with academic institutions.

(2) As authorized by 49 CFR Part 18.34 and 49 CFR Part 19.36, RTA, IDOT and FTA reserve a royalty-free, non-exclusive, and irrevocable license to

reproduce, publish, or otherwise use, and to authorize others to use, for “federal and state government purposes:”

(i) Any subject data developed under a grant, cooperative agreement, subgrant, subagreement, or third party contract, irrespective of whether or not a copyright has been obtained; and

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

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

(d) Unless prohibited by state law, the Recipient agrees to indemnify, save, and hold harmless the RTA, the State of Illinois and FTA, as their officers, agents, and employees acting within the scope of their official duties, against any liability, including costs and expenses, resulting from any violation by the Recipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement. The Recipient shall not be required to indemnify the RTA, the State of Illinois and FTA for any such liability arising out of the wrongful acts of employees or agents of the RTA, the State of Illinois or FTA.

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

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

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

#### **ARTICLE XXXI: ETHICS**

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

#### **ARTICLE XXXII: PRIVACY**

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

#### **ARTICLE XXXIII: DOCUMENTS FORMING THIS AGREEMENT**

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

- Exhibit A, Scope of Services
- Exhibit B, Project Budget
- Exhibit C, Certifications and Assurances
- Exhibit D, Code of Federal Regulations (CFR) – Title 2, Part 200
- Exhibit E, Program Management Plan (PMP)

#### **ARTICLE XXXIV: SPECIAL CONDITIONS**

34.1 None

## ARTICLE XXXV: MISCELLANEOUS

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

- (a) in the case of the RTA:  
175 West Jackson Boulevard  
Suite 1650  
Chicago, Illinois 60604  
Attention: Sr. DED, Capital Programming and Planning
  
- (c) in the case of the Recipient:  
Lake County  
600 W. Winchester Road  
Libertyville, IL 60048  
Attention: Director of Transportation/County Engineer

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

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

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

35.4 Digital and Electronic Signatures The parties hereby agree that this Agreement may be signed via electronic or digital signature. The parties further agree that the electronic or digital signatures appearing on and affixed to this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility, and are acknowledged as compliant with federal and state law and as secure electronic signatures pursuant to the Illinois Electronic Commerce Security Act (5 ILCS 175/10-110).

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

**RECIPIENT:**

By: \_\_\_\_\_ DATE  
SHANE E. SCHNEIDER, P.E.  
DIRECTOR OF TRANSPORTATION/COUNTY ENGINEER

**REGIONAL TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_ DATE  
LEANNE P. REDDEN, EXECUTIVE DIRECTOR

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**for**  
**S5310-2014-12**

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**Applicant:** County of Lake  
**RTA Project Number:** 2014-728-2820  
**Project Name:** Ride Lake County West

**Project Description:**

The Ride Lake County West service provides dial-a-ride transportation in Lake County Townships to persons with disabilities, the elderly and low-income individuals.

The current partners: Antioch Township, Avon Township, Grant Township, Lake Villa Township, Fremont Township and Wauconda Township.

Service parameters: The project locations and origins or destinations are in townships within Lake County. The service operates Monday through Friday from 5:30 a.m. until 6:45 p.m.

**EXHIBIT B**  
**PROJECT BUDGET**  
**for**  
**S5310-2014-12**

	<b>Budget Number:</b>	0	<b>Date:</b>	
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**Applicant:** County of Lake

**Total Project Budget:** \$201,970.00

<b>RTA Project Number/ Title:</b>		
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	Project Budget	Inkind	Expected Project Funds	
			Cash	Share
<b>RTA</b>	<b>\$100,985.00</b>	\$0.00	\$0.00	.00%
<b>Local</b>	<b>\$100,985.00</b>	\$0.00	\$0.00	.00%
<b>Other</b>		\$0.00	\$0.00	0.00%
<b>Total:</b>	<b>\$201,970.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>100.00%</b>

## EXHIBIT C

### INSTRUCTIONS FOR FISCAL YEAR 2020 CERTIFICATIONS AND ASSURANCES FOR FTA GRANTS AND COOPERATIVE AGREEMENTS<sup>1</sup>

#### **1 What are the Certifications and Assurances?**

Awards of FTA funding are subject to certain mandatory certifications on the part of the recipient. These certifications variously are required by statutes, regulations, or FTA or U.S. DOT policies. Some certifications must be included with an application for assistance as a condition of FTA considering the application for an award. Other certifications may be made post-award. For the convenience of FTA's recipients, and pursuant to 49 U.S.C. § 5323(n), FTA consolidates all required certifications into a single document called the Certifications and Assurances that each applicant must submit once annually in any fiscal year in which it will apply for a new award or an amendment to an existing award.

FTA normally issues a new version of its Certifications and Assurances for each federal fiscal year at the time FTA publishes its notice of funding apportionment in the Federal Register for that fiscal year. An applicant must execute the latest Certifications and Assurances available in the fiscal year in which it is submitting an application. A regular applicant that receives formula assistance from FTA each year should be prepared to execute its annual Certifications and Assurances within 90 days of FTA's publication of a new annual version of the Certifications and Assurances, to ensure that award processing is not delayed.

Any award by FTA is conditioned explicitly on the applicant's Certifications and Assurances. FTA cannot make an award to an applicant that has not submitted current Certifications and Assurances.

Unless FTA later determines otherwise, the applicant must comply with the Certifications and Assurances it made to receive its award. The applicant's Certifications and Assurances remain in effect until the award is closed or the disposition of any project property funded by the award, whichever is later.

The purpose of the Certifications and Assurances is to consolidate the affirmative representations an applicant or recipient must make as a condition of receiving an award from FTA. THE CERTIFICATIONS AND ASSURANCES DO NOT INCLUDE ALL FEDERAL REQUIREMENTS THAT APPLY TO AN AWARD.

#### **2 Which certifications must the applicant make?**

The Certifications and Assurances are grouped into several categories that broadly correspond with FTA's funding programs or the activities to be undertaken in an award. An applicant must certify to every category that applies to the applicant and the applications it will submit in the fiscal year.

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<sup>1</sup> The contents of this document do not have the force and effect of law and are not meant to bind the public in any way. This document is intended only to provide clarity to the public regarding existing requirements under the law or agency policies. This policy and compliance notice is not legally binding in its own right and will not be relied upon by the U.S. Department of Transportation as a separate basis for affirmative enforcement action or other administrative penalty. Conformity with this policy and compliance notice is voluntary only and nonconformity will not affect rights and obligations under existing statutes and regulations.

For the applicant's convenience, FTA's Certifications and Assurances provide an option for the applicant to make all certifications at once, instead of selecting specific certifications.

However, in fiscal year 2020, FTA is requesting that an applicant refrain from making the Public Transportation Agency Safety Plans certification if the applicant is not subject to the PTASP rule (49 C.F.R. Part 673), or if it is subject to the PTASP rule but has not yet completed its PTASP requirements. The applicant can make other applicable certifications at any time, and add the PTASP certification after it has completed PTASP requirements.

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision.

### **3 Who may execute the Certifications and Assurances on behalf of the applicant?**

The Certifications and Assurances must be executed by the applicant's authorized representative. The authority of the authorized representative to make certifications on behalf of the applicant must be demonstrated by submitting a resolution of the applicant's board, a statute, ordinance, or other appropriate source of authority. If the applicant's authorized representative changes in subsequent years, the applicant may have to submit new authority identifying the new authorized representative.

The certifications also must be affirmed by the applicant's attorney. The attorney affirms that the applicant and the applicant's authorized representative have the legal authority to make the certifications, and that there is no pending or imminent legislation, litigation, or other legal matter that could adversely affect the validity of any certification.

### **4 What if an applicant cannot make one of the required certifications, or the applicant falls out of compliance with a previously made certification?**

The applicant must contact the FTA regional office for the region in which the applicant is located as soon as possible.

### **5 What are the applicant's responsibilities for third parties?**

With few exceptions, an applicant makes certifications on its own behalf, and not on behalf of its subrecipients, contractors, or other third parties. Nonetheless, the applicant bears the ultimate responsibility for the performance of its award. The applicant must take all necessary measures to ensure that the participation of any third party in its award does not invalidate any of the certifications made to FTA.

### **6 What is the significance of italicized text in the Certifications and Assurances?**

Text that is in italic typeface is prefatory and explanatory. It provides instructions to the applicant about a certification. This text is included for the convenience of the reader, and it is not part of a certification.

### **7 How does the applicant submit the Certifications and Assurances?**

The applicant must make its certifications in FTA's Transit Award Management System (TrAMS). TrAMS includes an electronic module for selecting and digitally signing the Certifications and Assurances. The

applicant's authorized representative and attorney must be registered in TrAMS and have a personal identification number ("PIN") to submit Certifications and Assurances by this method.

In some cases, particularly where an applicant relies on outside counsel for attorney services, it may be impractical for the applicant's attorney to have a TrAMS account. In such cases, the applicant's authorized representative may digitally sign as both the authorized representative and the attorney, and the applicant's attorney may sign the attorney affirmation by hand and submit a copy to TrAMS as a Recipient Document.

#### **8 What are the penalties for a false or fraudulent certification?**

False statements may incur federal civil and criminal penalties under the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq.; U.S. Department of Transportation regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31; or 49 U.S.C. § 5323(l)(1), which authorizes criminal penalties and termination of federal assistance for false statements. Penalties may apply to the recipient of Federal assistance as an entity, and may apply personally to the individual who made the false statement.

*Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision. Refer to FTA's accompanying Instructions document for more information.*

*Text in italics is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.*

## **CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT<sup>1</sup>.**

*All applicants must make the certifications in this category.*

### **1.1. Standard Assurances.**

*The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.*

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728– 4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

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<sup>1</sup> The term "Applicant" used throughout these Certifications and Assurances shall mean the Regional Transportation Authority's Contractor/Consultant or Grantee.

- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
- (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 C.F.R. Part 21;
  - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681– 1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 C.F.R. Part 25;
  - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
  - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 C.F.R. Part 27;
  - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
  - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
  - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
  - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
  - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
  - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
  - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 C.F.R. Part 24.
- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

- (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
  - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
  - (2) Notification of violating facilities pursuant to EO 11738;
  - (3) Protection of wetlands pursuant to EO 11990;
  - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
  - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
  - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
  - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
  - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 C.F.R. Part 200, Subpart F, “Audit Requirements”, as adopted and implemented by U.S. DOT at 2 C.F.R. Part 1201.

- (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
- (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a sub-recipient from:
  - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
  - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
  - (3) Using forced labor in the performance of the award or subawards under the award.

**1.2. Standard Assurances: Additional Assurances for Construction Projects.**

*This certification appears on the Office of Management and Budget’s standard form 424D “Assurances—Construction Programs” and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.*

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) 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 without permission and instructions from the awarding agency; will record the Federal awarding agency directives; 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.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

**1.3. Procurement.**

*The Uniform Administrative Requirements, 2 C.F.R. 200.324, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.*

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 C.F.R. Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal

- Awards,” 2 C.F.R. Part 200, particularly 2 C.F.R. §§ 200.317–200.326 “Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
  - (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

#### **1.4. Suspension and Debarment.**

*Pursuant to Executive Order 12549, as implemented at 2 C.F.R. Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant’s exclusion status. 2 C.F.R. § 180.300. Additionally, each applicant must disclose any information required by 2 C.F.R. § 180.335 about the applicant and the applicant’s principals prior to entering into an award agreement with FTA. This certification serves both purposes.*

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;
- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

#### **1.5 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.**

The applicant certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), beginning on and after August 13, 2020, it will not use assistance awarded by FTA to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain “covered telecommunications equipment or services” (as that term is defined in Section 889 of the Act) if such equipment or services will be used as a substantial or essential component of any system or as critical

technology as part of any system.

## **CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS**

*Beginning on July 20, 2020, this certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA's state safety oversight programs, and each State that is required to draft and certify a public transportation agency safety plan on behalf of a small public transportation provider pursuant to 49 C.F.R. § 673.11(d). This certification is required by 49 C.F.R. § 673.13.*

*This certification does not apply to any applicant that receives financial assistance from FTA exclusively under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs.*

*An applicant may make this certification only after fulfilling its safety planning requirements under 49 C.F.R. Part 673. If an applicant is making its fiscal year 2020 certifications prior to completing its requirements under 49 C.F.R. Part 673, it will make all other applicable certifications except this certification; the applicant may add this certification after it has fulfilled its requirements under 49 C.F.R. Part 673. FTA's regional offices and headquarters Office of Transit Safety and Oversight will provide support for incorporating this certification in 2020.*

*On and after July 20, 2020, FTA will not process an application from an applicant required to make this certification unless the applicant has made this certification.*

If the applicant is an operator, the applicant certifies that it has established a public transportation agency safety plan meeting the requirements of 49 C.F.R. Part 673.

If the applicant is a State, the applicant certifies that:

- (a) It has drafted a public transportation agency safety plan for each small public transportation provider within the State, unless the small public transportation provider provided notification to the State that it was opting-out of the State-drafted plan and drafting its own public transportation agency safety plan; and
- (b) Each small public transportation provider within the state has a public transportation agency safety plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 C.F.R. § 673.5) and Board of Directors or Equivalent Authority (as that term is defined at 49 C.F.R. § 673.5).

## **CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.**

*If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated*

*Appropriations Act, 2020, Pub. L. 116-93, div. C, title VII, §§ 744–745. U.S. DOT Order 4200.6 defines a “corporation” as “any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association”, and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.*

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

#### **CATEGORY 4. LOBBYING.**

*If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant’s lobbying activities. This certification is required by 49 C.F.R. § 20.110 and app. A to that part.*

*This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 C.F.R. Part 20.*

#### **4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.**

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

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award

documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **4.2. Statement for Loan Guarantees and Loan Insurance.**

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **CATEGORY 5. PRIVATE SECTOR PROTECTIONS.**

*If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.*

#### **5.1. Charter Service Agreement.**

*To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 C.F.R. § 604.4.*

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 C.F.R. Part 604, the terms and conditions of which are incorporated herein by reference.

## **5.2. School Bus Agreement.**

*To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 C.F.R. § 605.15.*

- (a) If the applicant is not authorized by the FTA Administrator under 49 C.F.R. § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
  - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
  - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 C.F.R. § 605.11, the applicant agrees as follows:
  - (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
  - (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
  - (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
  - (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

## **CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.**

*If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).*

The applicant certifies that it is in compliance with 49 C.F.R. Part 625.

## **CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.**

### **7.1. Rolling Stock Buy America Reviews.**

*If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 C.F.R. § 663.7.*

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 C.F.R. Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 C.F.R. Part 663.

## **7.2. Bus Testing.**

*If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 C.F.R. § 665.7.*

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 C.F.R. Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

## **CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.**

*If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).*

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;
- (c) Will maintain equipment and facilities in accordance with the applicant’s transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
  - (1) Senior;
  - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning,

- or design; and
- (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. § 5323 (general provisions) and 5325 (contract requirements);
- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);
- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
  - (1) Will expend for each fiscal year for public transportation security projects, including 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, providing an emergency telephone line 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 system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
  - (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

**CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.**

*If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).*

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
  - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
  - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and

- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
  - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
  - (2) It has determined that otherwise eligible local transit needs are being addressed.

**CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.**

*If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).*

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

**CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.**

*If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants) or subsection (b) (competitive grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3) and (b)(6), respectively.*

*If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants) or subsection (b) (competitive grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3) and (b)(6), respectively.*

*If the applicant, regardless of whether it is in an urbanized or rural area, will apply for an award under subsection (c) (low or no emission vehicle grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(c)(3).*

*Making this certification will incorporate by reference the applicable certifications in Category 7 or Category 8.*

#### **CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.**

*If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 7, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 7 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.*

*In addition to the certification in Category 7, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).*

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

#### **CATEGORY 13. STATE OF GOOD REPAIR GRANTS.**

*If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, this certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4).*

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan,

consistent with the requirements of 49 C.F.R. Part 625.

**CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.**

*If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks (“SIB”) Program (23 U.S.C. § 610), it must make the certifications in Category 7 for the Urbanized Area Formula Grants Program, Category 9 for the Fixed Guideway Capital Investment Grants program, and Category 12 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).*

*Making this certification will incorporate the certifications in Categories 7, 9, and 12 by reference.*

**CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.**

*If the applicant will apply for an award under FTA’s Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 C.F.R. § 655.83.*

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA’s regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 C.F.R. Part 655.

**CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.**

*If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 C.F.R. §§ 659.43, 672.31, and 674.39.*

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 C.F.R. part 659, “Rail Fixed Guideway Systems; State Safety Oversight”;
- (b) Compliant with the requirements of 49 C.F.R. part 672, “Public Transportation Safety Certification Training Program”; and
- (c) Compliant with the requirements of 49 C.F.R. part 674, “State Safety Oversight”.

**CATEGORY 17. DEMAND RESPONSIVE SERVICE.**

*If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 C.F.R. Part 37, it must make the following certification. This certification is required by 49 C.F.R. § 37.77.*

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;
- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

#### **CATEGORY 18. INTEREST AND FINANCING COSTS.**

*If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), "flex funds" from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).*

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

#### **CATEGORY 19. CONSTRUCTION HIRING PREFERENCES.**

*If the applicant will ask FTA to approve the use of geographic, economic, or any other hiring preference not otherwise authorized by law on any contract or construction project to be assisted with an award from FTA, it must make the following certification. This certification is required by the Further Consolidated Appropriations Act, 2020, Pub. L. 116-94, div. H, title I, § 191.*

The applicant certifies the following:

- (a) That except with respect to apprentices or trainees, a pool of readily available but unemployed individuals possessing the knowledge, skill, and ability to perform the work that the contract

- requires resides in the jurisdiction;
- (b) That the grant recipient will include appropriate provisions in its bid document ensuring that the contractor does not displace any of its existing employees in order to satisfy such hiring preference; and
  - (c) That any increase in the cost of labor, training, or delays resulting from the use of such hiring preference does not delay or displace any transportation project in the applicable Statewide Transportation Improvement Program or Transportation Improvement Program.

**CATEGORY 20. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.**

*If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v), a new subsection added by the National Defense Authorization Act for Fiscal Year 2020, Pub. L. 116-92, § 7613 (Dec. 20, 2019). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.*

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

**FEDERAL FISCAL YEAR 2020 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS**

(Signature Page alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: County of Lake

The Applicant certifies to the applicable provisions of categories 01-20. \_\_\_\_\_

*Or,*

The Applicant certifies to the applicable provisions of the categories selected:

<b>Category</b>	<b>Certification</b>
01 Certifications and Assurances Required of Every Applicant	<u> X </u>
02 Public Transportation Agency Safety Plans	_____
03 Tax Liability and Felony Convictions	_____
04 Lobbying	<u> X </u>
05 Private Sector Protections	_____
06 Transit Asset Management Plan	_____
07 Rolling Stock Buy America Reviews and Bus Testing	_____
08 Urbanized Area Formula Grants Program	_____
09 Formula Grants for Rural Areas	_____
10 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	_____
11 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	_____
12 Enhanced Mobility of Seniors and Individuals with Disabilities Programs	<u> X </u>
13 State of Good Repair Grants	_____
14 Infrastructure Finance Programs	_____
15 Alcohol and Controlled Substances Testing	<u> X </u>
16 Rail Safety Training and Oversight	_____
17 Demand Responsive Service	<u> X </u>
18 Interest and Financing Costs	_____
19 Construction Hiring Preferences	_____
20 Cybersecurity Certification for Rail Rolling Stock and Operations	_____

**FEDERAL FISCAL YEAR 2020 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE**

(Required of all Applicants for federal assistance to be awarded by FTA in FY 2020)

**AFFIRMATION OF APPLICANT**

Name of the Applicant: County of Lake

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2020, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded during federal fiscal year 2020.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 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 Applicant are true and accurate.

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

Name \_\_\_\_\_

Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): County of Lake

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm 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 its FTA assisted Award.

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

Name \_\_\_\_\_ Attorney for Applicant

*Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.*

**EXHIBIT D**

**INSTRUCTIONS FOR ANNUAL CERTIFICATION TO COMPLY  
WITH CODE OF FEDERAL REGULATIONS (CFR) – TITLE 2, PART 200**

Project Name:     Ride Lake County West    

Does this Project receive federal funds?  Yes       No

Amount of federal funds:     \$100,985.00    

Federal Project Number:     IL-2017-017    

CFDA Number\*, Federal Agency, Program Title:     20.513    

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

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 CFR, Title 2, Part 200 and determine whether they are required to have a single audit performed. Therefore, in accordance with CFR, Title 2-Subtitle A, Chapter II, Part 200, Subpart F, *Audit Requirements*, you are required to have a single audit performed if \$750,000 or more in federal awards from all sources including other agencies were expended in the fiscal year. To comply with this provision, the following must be submitted:

- The Grantee must submit to the RTA the attached Certification Form annually within one month of the close of the fiscal year.
  
- If applicable, a copy of the report of the single audit must be submitted no more than nine months after the end of the Grantee’s fiscal year.

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

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

1. Comprehensive Annual Financial Report (Financial Statements).
2. Schedule of Expenditures of Federal Awards and Independent Auditor’s Report thereon.
3. Independent Auditor’s Report on Internal Control over Financial Reporting and on Compliance and other matters based on an Audit of Financial Statements performed in accordance with Government Auditing Standards.
4. Independent Auditor’s Report on Compliance with Requirements Applicable to each Major Program and on Internal Control over Compliance in accordance with CFR, Title 2, Part 200.

Additional information which should be submitted to RTA, if applicable:

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

**CODE OF FEDERAL REGULATIONS (CFR) – TITLE 2, PART 200  
AUDIT REQUIREMENTS CERTIFICATION FORM**

Grantee's Legal Name:                     The County of Lake                    

Grantee's Address: \_\_\_\_\_

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):                     Ride Lake County West                    

**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 \$750,000 or more in federal awards during the fiscal year entered above and was not required to have a single audit conducted.
  
- Our agency will submit the audit no more than nine months after the end of the fiscal year.

Grantee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ E-Mail: \_\_\_\_\_

**Please return to:**     Regional Transportation Authority  
                                  Attn: Michael Zumach  
                                  175 W. Jackson Blvd., Suite 1650  
                                  Chicago, IL 60604

**Questions:**            Michael Zumach, Deputy Executive Director, Audit  
                                  (312) 913-3237  
                                  zumachm@rtachicago.org



**SECTION 5310  
ENHANCED  
MOBILITY  
FOR SENIORS  
AND PEOPLE  
WITH DISABILITIES**

**Program Management Plan**  
September 2018

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# INTRODUCTION

## Overview of the Regional Transportation Authority

The Illinois State Legislature created the RTA in 1974 to provide public transportation in the six counties of Cook, DuPage, Kane, Lake, McHenry, and Will Counties. The RTA, governed by a 16 member Board, is responsible for fiscal planning and policy oversight of public transportation in the six county RTA region. The actual operation of transit services is the responsibility of the RTA's service boards: the Chicago Transit Authority (CTA), the Commuter Rail Division (Metra), and the Suburban Bus Division (Pace).

## Overview of the Section 5310 Program

The Enhanced Mobility of Seniors and Individuals with Disabilities Program (Section 5310) is a federal program administered by the Federal Transit Administration (FTA). The goal of the program is to improve mobility for seniors and individuals with disabilities throughout the country by removing barriers to transportation service and expanding transportation mobility options. The program supports transportation services planned, designed, and carried out to meet the special transportation needs of seniors and individuals with disabilities. Toward this goal, FTA provides financial assistance for transportation services planned, designed, and carried out to meet the special transportation needs of seniors and individuals with disabilities in all areas—large urbanized, small urbanized, and rural.

The Governor of Illinois designated the RTA to receive and dispense FTA Section 5310 funds. The RTA as the designated recipient is responsible for overseeing and administering a portion of the Section 5310 program in Northeastern Illinois that includes the six-county RTA region, comprising Cook, DuPage, Kane, Lake, McHenry and Will counties, plus the urbanized portions of Kendall County, Sandwich Township (DeKalb County), Somonauk Township (DeKalb County), and Aux Sable Township (Grundy County). The Illinois Department of Transportation (IDOT) is co-designated recipient of Section 5310 funding, and administers the vehicle purchasing through its Combined Vehicle Purchase Program.

## Overview of the Program Management Plan

This Program Management Plan (PMP) describes the Regional Transportation Authority's (RTA) policies and procedures for administering the Federal Transit Administration (FTA) Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program. The RTA developed the PMP in accordance with current Federal Transit Laws and regulations as well as Circular 9070.1G. The PMP facilitates RTA's management and administration of the Section 5310 program in accordance with federal requirements. It also serves as a Section 5310 program guide to the general public and prospective applicants and will assist the FTA in its oversight responsibilities by documenting RTA's procedures and policies for administering these programs. As the designated recipient, the RTA is required to have an approved PMP on file with the FTA Region V office and to update it regularly to incorporate any changes in program

management or new requirements. The PMP will be incorporated by reference and made a part of every Technical Services Agreement (TSA) between the RTA and any subrecipient of Section 5310 funds.

The RTA continues to monitor both the Job Access/Reverse Commute (JARC) and New Freedom (NF) programs<sup>1</sup>, an activity that will continue through close-out of the active grants and will continue to be administered as delineated in the RTA's JARC/NF Program Management Plan.

## PROGRAM GOALS & OBJECTIVES

The following goals were developed in coordination with the Human Services Transportation Plan (HSTP) Project Advisory Committee, a group of regional stakeholders who serve as an advisory committee to the RTA:

- Improve mobility for seniors and individuals with disabilities throughout Northeastern Illinois by removing barriers to transportation services and expanding the transportation mobility options available. Toward this goal, RTA will provide financial and technical assistance to prospective grantees and recipients of Section 5310 funding for transportation services planned, designed, and carried out to meet the special transportation needs of seniors and individuals with disabilities.
- Meet the federal requirements associated with receiving FTA funding Section 5310.
- Develop projects that encourage local coordination efforts.
- Facilitate the flow and appropriate level of Section 5310 program funding to the region by ensuring that the HSTP fully complies with the federal regulations and with the spirit and intent of the Section 5310 Program.
- Establish a framework by which proposed projects requesting Section 5310 program funding can be solicited and selected through a fair and equitable process.
- Ensure that all components of the Plan/Programs have benefited from a comprehensive public involvement effort that has effectively reached out to public, private, and non-profit transportation providers, human services providers and other stakeholders representing persons with disabilities, seniors, and the general public.

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<sup>1</sup> The federally funded Job Access Reverse Commute (JARC) program provided operating and capital assistance for transportation services that met the needs of low-income individuals and of reverse commuters. The New Freedom program provided public transportation alternatives beyond those required by the Americans with Disabilities Act. The RTA administered these two programs until 2013, when the JARC program was ended and the New Freedom program was rolled into the Section 5310 program.

- Encourage not only coordination among services supported by the Section 5310 Program, but also coordination among the broad array of community transportation services in the seven-county region.

## ROLES & RESPONSIBILITIES

### Federal Transit Administration (FTA)

The FTA, through its Region V Office in Chicago, has federal oversight responsibilities over local public and specialized transportation assistance programs. Regional responsibilities include reviewing and approving grant applications, program management plans, and grant management activities.

### HSTP Project Advisory Committee (PAC)

This committee of regional stakeholders helped update the Human Services Transportation Plan (HSTP). The members include representatives from the RTA Service Boards, IDOT, CMAP, the seven Northeastern Illinois counties, human services agencies that reflect populations of seniors, individuals with disabilities and low-income individuals and private non-profit and private for profit agencies. The HSTP PAC will continue to serve as an advisory body to the RTA, focusing on the ongoing implementation of the Section 5310 program.

### Project Selection Team (PST)

The project selection team (PST) is made up of five staff: one from Illinois Department of Transportation (IDOT) and two each from RTA and the Chicago Metropolitan Agency for Planning (CMAP). The PST members review each of the applications and score based on the criteria (identified later in this document) and recommend a Program of Projects that is released for public comment.

### Regional Transportation Authority (RTA)

The RTA as a designated recipient is responsible for overseeing and administering the Section 5310 Programs in Northeastern Illinois including the development a biennial Program of Projects (POP)<sup>2</sup>. In this capacity, the RTA also solicits applications, reviews and selects applications for funding, approves the POP, and submits the POP with the grant applications to FTA. In addition, the RTA distributes grant funds, conducts program planning, certifies the eligibility of applicants and project activities, monitors project activity for compliance with federal requirements, monitors usage of program assets by grantees, and oversees project audit and close-out. The RTA also provides ongoing technical assistance to subrecipients and prospective subrecipients.

RTA was responsible for leading the development of the HSTP and will be responsible for certifying that projects receiving Section 5310 funding were included in the HSTP. The RTA also staffs the HSTP Project

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<sup>2</sup> The Program of Projects (POP) consists of projects (and the associated budgets) selected by the project selection team from the pool of applications submitted during the call for projects.

Advisory Committee (PAC) and the Project Selection Team. The Project Selection Team is responsible for conducting the technical evaluation of project submittals in accordance with the HSTP.

### **Illinois Department of Transportation (IDOT)**

IDOT is a co-designated recipient of Section 5310 funds. The co-designation status was approved by the Chicago Metropolitan Agency for Planning (CMAP), the Metropolitan Planning Organization (MPO) for Northeastern Illinois. Under this arrangement, IDOT will be responsible for project selection and the award of Section 5310 funded paratransit vehicles and RTA will be responsible for all other Section 5310 projects.

IDOT will solicit applications for the Combined Vehicle Program (CVP), review the applications and select grantees. This funding will be for the purchase of lift and ramp-equipped paratransit vehicles for eligible program recipients. IDOT also remains the agency responsible for the management of that program. IDOT is a member of the HSTP PAC and a member of the Project Selection Team.

### **Chicago Metropolitan Agency for Planning (CMAP)**

The Chicago Metropolitan Agency for Planning (CMAP) is the regional planning agency for northeastern Illinois and staffs the MPO Policy Committee, which is designated as the region's Metropolitan Planning Organization (MPO). CMAP has an established committee structure to help carry out the functions of the agency. Two of these committees, Human and Community Development and Transportation, also have specific roles with regard to the 5310 Program within the framework of their respective missions. The Human and Community Development Committee is made up of human service providers and advocates for older adults, persons with disabilities, and individuals with lower incomes. The committee is charged with providing advisory input to the CMAP board on proposed regional plans, projects, and policies from a human services based perspective. The RTA consults with this committee on the 5310 Program. The Human and Community Development Committee provided feedback on the updated HSTP.

The CMAP Transportation Committee is charged with promoting a regional transportation system that is safe, efficient, and accessible while sustaining the region's vision related to the natural environment, economic and community development, social equity, and public health. The Transportation Committee includes public and private transportation providers, IDOT, representatives of municipalities and the counties of Northeastern Illinois. The Transportation Committee is also responsible for recommending projects for inclusion in the region's long-range plan and the region's Transportation Improvement Program. The updated HSTP was presented to the CMAP Transportation Committee as well as the CMAP MPO Policy Committee for adoption.

Once a recommended POP is developed, it is submitted to the CMAP Human and Community Development Committee and CMAP Transportation Committee, during the public comment period for information purposes. Two CMAP staff members also serve on the Project Selection Team. In addition, RTA has adopted the public participation requirements of the MPO in accordance with the FTA C 9030.1E Chapter V, Section 6d.

# COORDINATION

## The Coordinated Public Transit – Human Services Transportation Plan

The Coordinated Public Transit-Human Service Transportation Plan (HSTP) was first developed in 2007 and updated in 2013 to reflect the creation of the Section 5310 program as part of new transportation legislation at the time, Moving Ahead for Progress in the 21st Century (MAP-21). The updated HSTP is included in this document as Exhibit A.

The creation of the HSTP and subsequent update to the document was a collaborative planning effort led by the RTA to identify and recommend regional and local strategies that encourage the most effective use of available community transportation services to enhance mobility for the region’s older adults, persons with disabilities and persons with low incomes. The scope of the project covered the seven counties of Cook, DuPage, Lake, Kane, Kendall, McHenry, and Will, and was built upon existing coordination plans in the region or plans that were in the process of being developed.

Any projects to be funded with Section 5310 funding must be derived or included in a locally developed human services coordinated plan, such as the HSTP.

# ELIGIBLE SUBRECIPIENTS

Entities considered eligible under federal guidelines for the Section 5310 Programs are eligible for funding in Northeastern Illinois. Generally, private non-profit organizations, or state or local government authorities that: (1) is approved by a state to coordinate services for seniors and individuals with disabilities; or (2) certifies that there are no non-profit organizations readily available in the area to provide the service. Governmental authorities eligible to apply for Section 5310 funds as “coordinators of services for seniors and individuals with disabilities” are those designated by the state to coordinate human service activities in a particular area. Examples of such eligible governmental authorities are a county agency on aging or a public transit provider which the state has identified as the lead agency to coordinate transportation services funded by multiple federal or state human service programs.

Private taxi companies that provide shared-ride taxi service to the general public on a regular basis are operators of public transportation, and therefore eligible subrecipients. “Shared-ride” means two or more passengers in the same vehicle who are otherwise not traveling together. Similar to general public and ADA demand response service, every trip does not have to be shared-ride in order for a taxi company to be considered a shared-ride operator, but the general nature of the service must include shared rides.

The RTA encourages prospective applicants, which may not have the resources to assume the responsibilities of a subrecipient, to consider partnering with an RTA Service Board when the proposed project is within the RTA six-county area. A successful partnering approach eases the administrative

burden on the smaller or inexperienced agency, while allowing the public transit operator and partnering agency to pool their expertise to develop a successful project.

The RTA is also responsible for entering into supplemental agreements, as necessary, with the RTA Service Boards: Chicago Transit Authority, Metra, and Pace, which, as Section 5307 direct recipients are eligible to be direct recipients for Section 5310 projects.

## LOCAL SHARE & LOCAL FUNDING REQUIREMENTS

In accordance with the HSTP, the use of non-cash or soft match for Section 5310 projects is more restrictive than federal guidelines. RTA is allowing non-cash or soft match only for volunteer transportation program activities, physical improvements, computer hardware, and computer software.

Restricting the use of non-cash match to certain activities is designed to be consistent with and supportive of developing sustainable projects, a policy that has been strongly supported by the PAC. Obtaining the local cash match for a project in its initial stages, combined with other forms of local support, is a strong indicator of the potential sustainability of the project and thereby is encouraged by this policy.

Federal guidelines allow for non-cash match provided either through donations, volunteer services and in-kind contributions or through the use of transportation development credits<sup>3</sup>. The RTA has elected to permit only the use of transportation development credits instead of cash match. Use of transportation development credits are subject to approval by IDOT and should only be considered in cases of significant need.

In accordance with the HSTP, if a project is providing service through a contract operator and the project meets the definition of a “traditional” capital project<sup>4</sup>, that grantee will still provide the equivalent of a

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<sup>3</sup> Under this provision, a state is permitted to use certain toll revenue capital expenditures as a credit toward the non-federal matching share of eligible Transit projects. The program allows any eligible mass transportation carrier, as defined in ILCS 20/2705, to use TDC’s to cover all or a portion of the non-federal share on any Transit project authorized by chapter 53 of title 49, U.S.C.

<sup>4</sup> Section 5310(b) provides that of the amounts apportioned to states and designated recipients, not less than 55 percent shall be available for traditional Section 5310 projects—those public transportation capital projects planned, designed, and carried out to meet the special needs of seniors and individuals with disabilities when public transportation is insufficient, unavailable, or inappropriate. Further, the law provides that a recipient may allocate the funds apportioned to it to: a. A private nonprofit organization; or b. A state or local governmental authority that: is approved by a state to coordinate services for seniors and individuals with disabilities; or (2) certifies that there are no nonprofit organizations readily available in the area to provide the service.

50% match for the contracted operations. The amount that exceeds 20% match for capital will be considered an overmatch with respect to the federal grant agreement funding the project. This decision was reached to maintain equity among projects that are providing operations and to discourage additional reliance on federal assistance. One issue that was cited in the HSTP is the difficulty of achieving financial sustainability for these services. It was felt that increasing the federal share for projects is counterproductive to developing sustainable projects.

IDOT will be responsible for the awarding and purchase of Section 5310 vehicles, as noted previously. RTA will not be accepting applications for vehicles.

# PROJECT SELECTION CRITERIA & METHOD OF DISTRIBUTING FUNDS

## Overview of Project Selection and Funding Allocation Process

The HSTP includes a process that meets federal requirements for project selection and distribution of funds. In determining a fair and equitable process for project selection, the HSTP PAC took into consideration the needs of projects that are still in operation that have previously received funding under the JARC/New Freedom programs and the need to allow for the implementation of new projects.

The following describes the process for funding allocation in the region:

- Funds will be allocated to IDOT, the designated recipient that will be responsible for selecting and awarding paratransit vehicles grants, based on the recent annual average of Section 5310 paratransit vehicle awards to Northeastern Illinois recipients.
- The balance of the estimated apportionments each year will be available to RTA. RTA will use this amount to defray RTA administration costs (if needed) and award eligible Section 5310 projects to Northeastern Illinois recipients.
- A competitive call for projects is released on a biennial basis, which allows for awarding two years of funding to potential operating projects. Applications received will be screened for eligibility by RTA staff and the Project Selection Team
- The Project Selection Team utilizes criteria approved by the PAC as included in the HSTP. In the event RTA submits an application, the RTA will recuse itself from scoring its own application(s) to ensure a fair and transparent project selection process.
- Separately, IDOT will solicit and evaluate paratransit vehicle grant applications in fulfillment of their role as designated recipient for that portion of the program.

- The Project Selection Team may recommend project approval at an amount and scope less than originally requested for any Section 5310 project submitted for consideration. In that instance, consultation will take place with the project applicant. The Selection criteria is summarized in the next section; detailed application and selection criteria are included in Exhibit B.

### Project Selection Criteria

Projects are first screened to determine whether they meet the following eligibility criteria:

- The proposed project addresses eligibility criteria laid out in the Section 5310 circular (FTA C 9070.1G, page III-9)
- The proposed project application identifies and addresses an unmet need identified in the HSTP
- A local match will be supplied

Eligible projects are then awarded points based on the following categories:

- Consistency with and support for the HSTP, *Invest in Transit: The 2018-2023 Regional Transit Strategic Plan for Chicago and Northeastern Illinois* and CMAP's *ON TO 2050* plan.
- Project utilizes or coordinates with existing public transportation providers and private human service agencies or reflects partnerships with non-transit entities or private for / non profit organizations.
- Applicant provides more than the required match-demonstrating an ability to sustain the service
- Applicant currently operates a 5310-funded project
- Applicant demonstrates ability to implement proposed project and manage federally-funded grants
- Applicant provides plan for assessing the proposed project's performance through the course of the grant

### Prospective Applicant Outreach Process

Consistent with establishing and maintaining an open and transparent process, the RTA's policy is to disseminate information and provide technical assistance to the maximum extent possible. Prospective applicants and the public are provided information on goals, eligible projects and activities, eligible applicants, selection criteria, description of the project selection process and Project Selection Team, available funding, local match guidelines, and the performance-monitoring program. This information is made available and disseminated through a variety means:

- The RTA releases notice of the Call for Projects through various databases maintained by the RTA and CMAP, notifying over 3,000 individuals and organizations
- The Call for Projects timeline and all application materials are available on the RTA Website
- Program staff will meet with prospective applicants and interested parties in advance of or during the call for projects to answer questions prospective applicants may have

- The selection process utilizes evaluation criteria developed as a part of the HSTP update process.
- All applications received and the final approved POP are published on the program website [rtachicago.com/section5310](http://rtachicago.com/section5310).
- The RTA will invite each unsuccessful applicant to a separate debriefing session designed to assist the applicant in understanding why a particular project was not chosen and to help RTA gain insights on how the process may be improved for future calls for projects
- Applicants are provided with RTA staff contact information so they may receive technical assistance with the application or to obtain information on the program.
- Applications materials include program information, funding availability and the criteria for screening and/or evaluation of the applications.

# ANNUAL PROGRAM OF PROJECTS DEVELOPMENT & APPROVAL PROCESS

## Program of Projects Development

A competitive call for projects is held biennially (every other year) to solicit new capital and operating projects and continuation projects. Upon the initiation of a call for projects all pertinent materials regarding the selection of projects will be published on the [rtachicago.com/Section5310](http://rtachicago.com/Section5310) web site. The call is typically released in the spring with the program of projects selected by the Project Selection Committee (PSC) based on the published eligibility and selection criteria. The recommended program of projects is then presented to the RTA Board for approval in the fall, following a public comment period.

## Approval Process Overview

Once the recommended POP is developed by the Project Selection Team, it is released for a public comment period. During this public comment period, the recommended POP is presented to CMAP's Transportation Committee and the HSTP PAC for comment. Upon the conclusion of the public comment period, the RTA Board considers approval of the recommended POP. Once approved by the RTA Board,

the projects will be submitted to the Transportation Improvement Program (TIP) <sup>5</sup>and the application will be submitted to FTA for approval.

## ADMINISTRATION, PLANNING & TECHNICAL ASSISTANCE

Based upon federal transportation legislation and FTA guidelines, designated recipients of Section 5310 funding may utilize up to 10% of each annual apportionment to support program administrative costs including administration, planning, and technical assistance (these funds are referred to as “program administration funds”). This activity may be funded entirely by federal funds and does not require local match. In accordance with these guidelines, the RTA will allow up to 10% of the total fiscal year apportionment allocated to RTA to defray administration, planning and technical assistance expenses. RTA will primarily use these funds for the administration of the Section 5310 program and to provide technical assistance to current and prospective recipients. Subrecipients will also be allowed to have up to 10% of the federal portion of their budget assigned to defraying Section 5310 project administrative expenses.

## TRANSFER OF FUNDS

Pursuant to C9070.1G, Chapter III, Section 5310 Funds cannot be transferred to other programs. Additionally, funds apportioned for large UZAs cannot be transferred to other areas. The RTA does not have any plans for transfer of funds.

## PRIVATE SECTOR PARTICIPATION

Federal law requires the public to be involved in the transportation planning process, and specifically requires that private providers be provided an opportunity to be consulted in developing transportation plans and programs in both urbanized and rural areas. Public involvement processes must be proactive and provide complete information, timely public notice, full public access to key decisions, and opportunities for early and continuing involvement throughout the transportation planning and programming process. To this end, the HSTP PAC includes private for profit and non-profit

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<sup>5</sup> The Transportation Improvement Program (TIP) is metropolitan Chicago's agenda of surface transportation projects. The TIP lists all federally funded projects and regionally significant, non-federally funded projects programmed for implementation in the next five years.

representation. As noted previously, the CMAP Human and Community Development and Transportation Committees also have representatives of both private for profit and private non-profit sector represented, providing these agencies an opportunity to participate in the development of the HSTP and the Section 5310 POP.

## CIVIL RIGHTS

The RTA agrees to comply with all applicable civil rights statutes and implementing regulations notated in the Section 5310 Circular (9070.1G). The RTA filed its most recent Title VI Program with the FTA on October 27, 2017. The program is currently under review by the FTA. In addition, the RTA specifically requires in all third party contracts and grant agreements that the contractor/recipient comply with all requirements of Title VI. Subrecipients are required to maintain and submit to the RTA a Title VI plan that complies with federal requirements.

The RTA last submitted an update to its DBE program to the FTA in July 2014, and submitted its DBE Triennial goal in August 2017. The RTA will submit an updated Triennial goal in 2019. As required by 49 C.F.R. Part 26 and approved by U.S. DOT, the RTA's DBE Program is incorporated into and made part of its third party contracts and agreements. The RTA specifically states in its third party contracts/grant agreements that breach of the RTA DBE Program and/or failure by the contractor/recipient to honor all commitments made to DBEs at the time of award will be considered a breach of contract. In addition, the RTA monitors invoices received to ascertain, among other things, that the contractor/recipient is providing the agreed upon work to any DBE subcontractors/subrecipients and that such DBE companies are being paid in a timely fashion.

Any grantee under FTA programs is required to comply with all applicable Federal civil rights statutes and with the implementing regulations for the statutes. FTA implements the Civil Rights Act of 1964 by prohibiting discrimination under projects, programs or activities receiving financial assistance because of race, color, creed, national origin, sex or age. The laws include: Title VI of the Civil Rights Act of 1964, Equal Employment Opportunity, Disadvantaged Business Enterprise and Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (ADA).

The requirements for Civil Rights compliance are extended to subrecipients. Subrecipient assurances under Title VI and the other civil rights requirements are included in the application for assistance, in the required Annual Certifications and Assurances and in the contract with RTA. Subrecipient grantees are also required to identify any lawsuits or complaints alleging discrimination in service filed with the grantee. Civil rights monitoring will concentrate on how the grantee is providing service. Title VI also assures that funds are passed through to subrecipients and their project without regard to race, color, or national origin.

Subrecipient grantees requesting or receiving capital or operating assistance in excess of \$1 million in Federal funds in the previous Federal fiscal year or requests or received planning assistance in excess of \$250,000 in the previous Federal fiscal year or employing 100 or more transit-related employees are

required to develop and submit an EEO program to the RTA. If the subrecipient meets the foregoing criteria and is also a direct recipient of FTA funds, the subrecipient should continue to submit its EEO program to the FTA. Subrecipients that meet the same monetary threshold but employ 50 or more transit-related employees must prepare and maintain an abbreviated EEO program. EEO programs are developed to ensure that FTA applicants, recipients, subrecipients, contactors, and/or subcontractors will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, or disability. Actions covered include but are not limited to hiring, promotion or upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, disciplinary actions, rates of pay or other forms of compensation, and selection for training, including apprenticeship. EEO signs need to be posted in conspicuous places, such as an employee break room, and made available to employees and applicants. Subrecipient grantees receiving less than the above amount and employing fewer people need only to post information in their offices.

Grantees receiving more than \$250,000 in Federal funds, exclusive of rolling stock, must have DBE plans on file with the RTA. Periodic reports on plan compliance are required. Grantees receiving less than the threshold level must still make good faith efforts to utilize DBE's and must submit periodic reports on these efforts. Subrecipients with an FTA approved DBE program shall be responsible for including all data relative to expenditures of FTA funds, no matter the intermediate source, in required DBE-related FTA submissions, including those funds utilized as a sub-recipient of an FTA grant to the RTA. This provision applies to subgrantees at any tier. The RTA shall receive copies of all such reports.

## SECTION 504 & ADA REPORTING

The RTA agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which state the federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts will be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The RTA also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794 which prohibits discrimination on the basis of disability and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, and any subsequent amendments to these laws. Finally, the RTA agrees to comply with applicable laws in implementing federal regulations and directives and any subsequent amendments thereto.

Section 504 of the Rehabilitation Act of 1973 prohibits discrimination on the basis of handicap by recipients of Federal financial assistance. Recipients of FTA funds are required to make special efforts to provide transportation that is accessible to individuals with disabilities.

The RTA will monitor its sub-recipients' compliance with Section 504 and ADA reporting requirements using the same procedure utilized for Civil Rights compliance, as detailed in the previous section.

# PROGRAM MEASURES

FTA has established performance measures for Section 5310. Designated recipients are responsible for collecting the information from the subrecipients and reporting data to FTA regarding these performance measures. The reporting and data collection measures for the Section 5310 Program will be prescribed in the grant agreements with subrecipients. Further, Subrecipients are also required to provide a plan for assessing the project's success through defined measures as part of their program application. The Circular 9070.1G presents the program measures in Chapter II, at page II-2 and in Chapter VI, at page VI-17.

The Designated Recipient, using data from the Subrecipients, will be required to collect the following data:

- a. Gap in Service Filled. These are modifications to the geographic coverage of transportation service, the quality of transportation service or service times that increase the availability of transportation services for seniors and individuals with disabilities.
- b. ridership;
- c. accessibility improvements; and
- d. other measures, as the Secretary determines is appropriate.

Designated Recipients and States will submit both quantitative and qualitative information available on each of the following measures, as applicable to each subrecipient, with its fourth quarter or annual milestone progress reports:

- (1) Gaps in Service Filled: Provision of transportation options that would not otherwise be available for seniors and individuals with disabilities measures in numbers of seniors and individuals with disabilities afforded mobility they would not have without program support.
- (2) Ridership: Actual or estimated number of rides (as measured by one-way trips) provided annually for seniors or individuals with disabilities on Section 5310 supported vehicles and services.
- (3) Physical Improvements: Additions or changes to environmental infrastructure (e.g. transportation facilities, sidewalks, etc.), technology, and vehicles that impact availability of transportation services as a result of project implemented in the current reporting year.

# PROGRAM MANAGEMENT

## Subrecipient Grantee Requirements

This section applies to all RTA subrecipient grantees that contract with outside sources under the 5310 Program. If a subrecipient grantee accepts operating assistance, these requirements apply to all third party purchase orders and contracts, including contracts for operations.

The subrecipient grantee is the entire legal entity even if only a particular component of the entity is designated in the grant agreement and other documents. For the purposes of this Third Party Contracting guidance, "grantee" also includes any subcontractor of the grantee. Furthermore, the subrecipient grantee is responsible for assuring that its subcontractors comply with the requirements and standards of this manual, and that subcontractors are aware of requirements imposed upon them.

When procuring property and services a subrecipient grantee will follow the same procurement policies and procedures that it uses for procurements using non-RTA awarded funds providing those procedures do not contradict or lower the minimum contracting requirements of this section. Subrecipient grantees must, as a minimum, comply with the requirements of this section and ensure that every purchase order and contract executed by it or a subcontractor using RTA provided funds includes all clauses required by federal statutes and executive orders and their implementing regulations.

## Operators and Providers as Subcontractors

Subcontractors of grantees acting as either an operator or provider, which are institutions, hospitals or other nonprofit organizations, will administer contracts in accordance with these Third Party Contracting guidelines.

## Procurement

To ensure compliance with federal procurement requirements, RTA makes guidance and technical assistance accessible to its grantees consistent with oversight responsibilities delegated to RTA by agreements with FTA. Each recipient, including subrecipients, of FTA seeking Federal assistance to acquire property or services in support of its proposed project is requested to certify to FTA, in accordance with FTA Circular 4220.1 and 2 CFR 200, that its procurements and procurement system will comply with all applicable third-party procurement provisions of Federal laws, regulations, and directives, except to the extent FTA has expressly approved otherwise in writing. Certification of compliance will be made a part of each sub-recipient's application and contract with RTA.

The RTA is required to perform reviews of subrecipients in carrying out grant programs with specific reference to their compliance with statutory and administrative requirements. Accordingly, RTA will review subrecipient procurement policies when a subrecipient plans to pursue a procurement subject to its grant agreement with the RTA. This review will only take place at this time. The review shall establish whether the subrecipient's procurement procedures conform to federal regulations, if not, RTA will require the subrecipient to follow procedures as approved by RTA in accordance with federal regulations.

The RTA's Technical Services Agreement, or "grant agreement," lists all RTA and other state and federal requirements applicable to RTA's grantees. The grant agreement will incorporate this document by reference. Many of these requirements are related to grantee procurements. Grantees are advised to consult the grant agreement for additional guidance and requirements.

### Liquidated Damages Provisions

A grantee may use liquidated damages if it may reasonably expect to suffer damages (increased costs on project) from late completion and the extent or amount of such damages can be reasonably determined. The assessment for damages shall be at a specific rate per day for each day of overrun in contract time, and the rate must be specified in the third party contract. Any liquidated damages recovered shall be credited to the project account involved unless RTA permits otherwise.

### Contract Award Announcement

If a grantee announces contract awards with respect to any procurement for goods and services (including construction services) having an aggregate value of \$3,000 or more, the grantee shall:

- Specify the amount of RTA provided funds that will be used to finance the acquisition in any announcement of the contract award for such goods or services; and
- Express the said amount as a percentage of the total costs of the planned acquisition.

### Contract Provisions

All contracts shall include provisions to define a sound and complete agreement. In addition, contracts and subcontracts shall contain contractual provisions or conditions that allow for:

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, including sanctions and penalties as may be appropriate.
- Termination for cause and for convenience by the grantee or subcontractor including the manner by which it will be effected and the basis for settlement.

### Cost Principles and Cost Allocation

This section provides principles for determining costs applicable to service provision performed by operators or providers under third party contracts with an RTA funded grantee; and where applicable, under such grants when the grantee is a multi-purpose organization which provides funded transportation services directly.

These principles make no attempt to identify the circumstances or dictate the extent of agency and subcontractor participation in the financing of a particular project. The principles are designed to provide recognition of the full allocated costs of such an operating assistance project work under generally accepted accounting principles.

No provision for profit or other increment above cost is intended for government and non-profit subrecipients. In addition, wherever the term subcontractor is used in this section, it shall have the same meaning as provider, operator, and third party contractor.

### Policy

The successful application of these principles requires development of mutual understanding between RTA, grantees and their third party contractors as to their scope, implementation, and interpretation. It is recognized that:

- The arrangements for participation in the financing of an operating assistance project are properly subject to negotiation between the subcontractor and the grantee in accordance with whichever state, federal, and local laws and regulations as may be applicable.
- Each grantee, possessing its own unique combination of staff, facilities, and experience, should be encouraged to provide services in a manner consistent with its approved service plan and objectives.
- Each grantee, in the fulfillment of its obligations, should employ sound management practices.
- The application of the principles established herein should require no significant changes in the generally accepted accounting practices of grantees. Where wide variations exist in the treatment of a given cost item, the reasonableness of such treatments will be fully considered during the rate negotiations and audit.

### Application of Cost Principles in Grants Management

RTA will apply these principles and related policy guides in determining the costs incurred for such work under operating assistance projects funded in any part under an RTA grant agreement. These principles should also be used as a guide in the pricing of fixed-price contracts or lump sum agreements with subcontractors.

### Allowability of Costs

These are the tests of allowability of costs under these principles:

- Be necessary and reasonable for proper and efficient performance and administration of Federal awards.
- Be allocable to Federal awards under the provisions of this Circular.
- Be authorized or not prohibited under State or local laws or regulations.
- Conform to any limitations or exclusions set forth in these principles, Federal laws, terms and conditions of the Federal award, or other governing regulations as to types or amounts of cost items.
- Be consistent with policies, regulations, and procedures that apply uniformly to both Federal awards and other activities of the governmental unit.
- Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.

- Be determined in accordance with generally accepted accounting principles.
- Not be included as a cost or used to meet cost sharing or matching requirements of any other Federal award in either the current or a prior period, except as specifically provided by Federal law or regulation.
- Be the net of all applicable credits.
- Be adequately documented.

#### Direct Costs

Direct costs are those costs which can be identified specifically with a particular project objective or activity which can be directly assigned to the project, relatively easily and with a high degree of accuracy.

#### Indirect Costs

Indirect costs are those that have been incurred for common or joint objectives and therefore cannot be identified specifically (in whole or in part) with a particular program. Such costs are normally classified under the following functional categories:

- General administration and general expenses;
- Operating assistance and project administration expenses;
- Fixed facility operation and maintenance expenses; and
- Departmental administration expenses.

Grants under the program awarded prior to December 26, 2014, are subject to administrative requirements and cost principles found in 2 CFR Part 225. Grants made on or after December 26, 2014 shall follow guidance in 2 CFR Part 200 which supersedes and streamlines the former OMB Circulars on Uniform Administrative Guidance, A-87.

For additional details regarding cost allocation principles, grantees should refer to either Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (formerly OMB Circular A-87), as amended or 2 CFR Part 230 (formerly OMB Circular A-122), "Cost Principles for Nonprofit Organizations," as amended.

#### Designated Recipient Program Management

The RTA has developed a monitoring program and compliance review process to assure compliance with Federal and state requirements and to assist grantees with their efforts to improve project management and administration.

In general, receipt of any Federal grant carries with it contractual requirements for reporting on the project's progress and for monitoring the use of grant monies. Grants made by the Federal Transit Administration (FTA) are additionally monitored through performance reviews, either yearly or triennially,

program management plan oversight, and site visits. In many instances, under the 5310 Program, the RTA is directly responsible for monitoring a sub-recipient/grantee's ability to manage, control, and administer Federal funds.

### The Review Process for Subrecipients

Prior to the initiation of a grant agreement with a new subrecipient, an orientation meeting is held to review all federal program requirements so that the subrecipient has a clear expectation of what it must do to maintain compliance with federal requirements. Once a subrecipient has an executed grant agreement with the RTA, periodic reviews are undertaken. A full review is required every three years. Its major components are a desk review of files stored at the RTA's office and an onsite visit of the grantee's offices and operating facilities. The reviews are customized in accordance with the subrecipient's project activities. For instance, a procurement review will only be undertaken if the subrecipient has a procurement activity or is expected to have a procurement project activity.

The overall compliance review consists of meetings and physically reviewing files, notices, facilities and equipment. The review splits some of the areas for compliance review between the desk review and the site visit depending upon where documentation is maintained or stored and if it is necessary to retain an item at a specific site or that it be posted at a site.

The need for site visits at other times also varies with the type of project involved. While they may coincide with a triennial review, these visits differ from those required every three years. They are generally made to review that the Federal and RTA interest is being maintained and in transit usage. For operating projects, the site visit might be conducted once over the term of the specific Federal grant or the subrecipient agreement. For capital projects, the site would be visited once every two years for the entire term that RTA maintains an interest in the project.

Some compliance items are combined for review because of the interrelated nature of the source documents for an item or their location. A good example of this would be the on-site review of vehicle and equipment maintenance with ADA compliance and continuing control of grant funded property.

Steps in the Review Process:

- Contact with grantee by email or letter to schedule the review
- Desk Review
- Site Visit
- Compliance Report

For general site visits, the RTA has determined that the frequency will vary depending on the type of project involved. Every grantee will be visited before their project is initially implemented. For operating projects, the site will be visited one or more additional times during the term of the grant. For capital projects, the site will be visited once every two years for the entire term that RTA maintains an interest in the project. At final grant close-out RTA staff will visit the project site.

### Desk Review

The desk review is performed in the RTA offices and reviews information required to be in the final grant application and ongoing reporting requirements, such as quarterly progress reports, yearly reports or requisitions.

### Site Visit

RTA staff will visit all Section 5310 subrecipients. The administrative purpose of the actual site visit is to:

- Conduct a face to face review meeting with the grantee
- Review the compliance areas that pertain to a specific grantee
- Verify compliance with the regulations associated with the receipt of Federal funds
- Review financial records
- Review project records
- Review written policies
- Review preventative maintenance records and inspect vehicles, equipment and facilities

It also gives RTA and grantee staff members the opportunity to discuss technical issues.

The general structure for the on-site review day includes:

- Entrance conference
- Visit facilities
- Inspect vehicles
- On-site records review
- Exit interview and meeting.

Visiting the facility allows the reviewer to verify that the facility or the part of the facility supporting transit service is in transit usage. Additionally it allows a general observation on the facility's condition and whether required signs are properly posted. At some grantee properties it will be necessary to ride a route to review the service and ADA compliance.

The grantee can prepare for the on-site review by reviewing a check list that RTA will provide citing the areas being reviewed and the documents that will need to be made available. A finding of non-compliance in an area means that the grantee will need to focus on accumulating or preparing information to reach compliance. RTA staff will be available to provide assistance with reaching compliance. It is very important that appropriate staff members be available for the entire site visit. Appropriate staff members would include the general manager or executive director, the finance manager and the maintenance manager.

### Compliance Review Report

Upon the conclusion of the review process a final report will be produced that includes a summary of findings, if any, and their disposition. The report will be based on the results of the on-site review(s) as included in the Compliance Review Report. The Compliance Review Report includes an itemized list of each subject area that may be reviewed as applicable (Exhibit C).

Once a subrecipient is notified of a deficiency, the subrecipient will be requested to respond with a plan to take the corrective action. In an instance where the compliance issue is not resolved to the satisfaction of the RTA, the RTA may:

- Suspend grant fund payments.
- Deem a subrecipient ineligible to receive additional grant funds either within the current program or future programs.
- Audit the subrecipient to determine compliance with contractual obligations.
- Terminate the grant contract(s).

### Accounting Systems and Audit

Grantees, operators, and third party contractors are responsible for establishing and maintaining adequate internal controls over all the functions which relate to project administration and implementation. The control systems must comply with the applicable Federal, FTA Grant Management, Circular 5010.1E, as revised) and all State of Illinois requirements.

For grants funding services it is important that the service be marketed to the target populations for the program. The grantee should be able to demonstrate that such a program is in place and in use.

The local share for grants must be from non-FTA sources and may include state funds as well as unrestricted Federal funds. Grantees are required to have an independent audit for operating grants. This must be prepared by an independent CPA and it must include a schedule of costs, revenues, and expenditures in comparison with the Approved Project Budget. All audits performed must meet the requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

The scope of the audit must include an examination of the grantee and/or contractor records and test of transactions sufficient to enable the audit firm to express an opinion on the following items. That the records of receipts, disbursements, assets and liabilities and the presentation of those records in the financial statements of the grantee and/or contractor are in accordance with generally accepted accounting principles. The principles are consistently applied and present fairly the financial positions of the grantee and/or contractor and the results of its operations for the period covered by the audit. That the costs incurred are eligible under the contract. Finally the audit must review the degree of compliance with the terms and conditions of the contract, the approved program and with RTA guidance.

### Closeout Procedures

RTA will use a two-step process to a move a Federal grant to closeout:

#### Subrecipient Closeout

Subrecipients are responsible for writing “Final Invoice” on the last invoice the subrecipient submits. This process begins when all activities in the Technical Services Agreement (TSA) are completed or all funds in

in the agreement are fully expended. A final status report should accompany the final invoice. The final status report should state whether all project goals have been accomplished.

### FTA Closeout

The RTA is responsible for administering the Federal grant closeout through the FTA's TrAMS system. The RTA will make any necessary adjustments to the project budget and conduct a final grant project audit as required by Title 2 – Part 200. Grant closeout procedures are outlined in the following FTA Circulars: Section 5310, 9070.1G, page VI-15 and Grant Management Requirements, C. 5010.1E, as revised, page III-14.

“The grantee must initiate close-out of a grant when all approved activities are completed and/or applicable Federal funds expended. All close-out documentation must be submitted within 90 days of the completion of all activities in the grant. This requires notifying FTA by letter or e-mail that the grant is ready for close-out. The grantee should electronically submit the following in TEAM as part of the grant close-out process: 1) a final budget reflecting actual project costs by scope and activity; 2) a final Federal Financial Report; 3) a final narrative MPR indicating the actual completion date of each ALI; a discussion of each ALI contained in the final budget and list of project property purchased under the grant; 4) a request to deobligate any unexpended balance of Federal funds; and 5) any other reports required as part of the terms and conditions of the grant.”

The Milestone Report will include information on the completion of the individual projects as well as the total project. All project records will be maintained by the RTA for three years.

## OTHER PROVISIONS

Prospective applicants are advised to carefully review the requirements of participating in RTA funded programs. In addition to state and local contractual provisions, subrecipient grantees must comply with the various federal requirements governing federal financial assistance programs. Accordingly, prospective applicants and grantees are advised to review the required federal provisions (and source documents) detailed in this section.

### Title VI Nondiscrimination

Requires that no person because of race, color, national origin, be excluded from participation in, or denied the benefits of any project funded in whole or in part with federal funds.

### Equal Employment Opportunity (EEO)

Requires that any recipient of FTA funds shall not discriminate against any employee or applicant for employment based on race, color, religion, sex, or national origin.

### Section 504 of the Federal Transit Act

Prohibits discrimination on the basis of disability by recipients of Federal financial assistance.

### **Americans with Disabilities Act**

Prohibits discrimination against qualified individuals in all programs, activities and services of public entities, as well as imposes specific requirements on public and private providers of public transportation.

### **Bus Testing Regulations**

Requires grantees to certify compliance with the federal bus testing requirements before accepting any new bus model.

### **Restrictions on Lobbying**

Requires that no federal funds are used for lobbying and if other funds are used that specific reporting requirements are met.

### **Purchasing, including Buy America**

The “Common Rule “, U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR part 18. and “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations,” 49 CFR part 19, permits states to follow the same policies and procedures which they use for procurements funded with non-federal funds, to the extent permitted by Federal statutes and regulations.

The purchasing area includes all third party purchases and contracts entered into by the grantee with Federal funds. Grantees at a minimum must have established internal procurement procedures. Grantees must insure that every purchase order and contract issued by the grantee or a subcontractor using Federal funds includes all clauses required by Federal, state, RTA and local statutes, executive orders and implementing regulations.

The RTA permits grantees to follow their own procurement policies provided that the basic Federal Third Party Contracting Guidelines standards are included in the procurement action. Those standards are detailed in FTA Circular 4220.1F, as revised.

If a grantee enters into agreement to operate service with a third party contractor the contractor is obligated to follow FTA procurement guidelines, regardless of the organizational status of the contractor, private for-profit or private non-profit.

### **Maintenance, Satisfactory Continuing Control, Section 504 and ADA**

Section 504 of the Rehabilitation Act, which preceded the Americans with Disabilities Act (ADA), prohibits discrimination of individuals on the basis of handicap by recipients of Federal financial assistance. The ADA, in addition to requiring the provision for complementary paratransit service, requires that vehicles and facilities be accessible. ADA regulations require that public and private entities providing transportation services maintain in operative condition all accessibility features such as lifts, elevators, ramps, securement devices, signage and communication equipment. Review of the grantee’s facilities, maintenance procedures and vehicles will include a review of facility accessibility and vehicle accessibility

including lifts and other accessibility features. Training materials for operators will be reviewed. A bus route may be ridden to watch the system in operation.

Under State of Illinois guidelines all equipment must be utilized 100% for transit purposes. This is consistent with FTA circulars and their requirements for continuing control of project property (C5010.1E, as revised, Chapter IV – Project Management at Section 3 e (1)) FTA C. 9070.G, at page VI-3, does encourage maximum use of vehicles funded under the program. In all instances the vehicles must be used first for program related needs. Federal policy does allow some incidental use if the other program or project uses are currently or were previously supported with Federal funds. This is considered incidental as long as it does not interfere with the program use outlined in the application.

### **Safety and Security**

The development of formal safety and security plans is mandated for all programs. RTA will provide assistance and direction to subrecipients with the intention of making sure that the subrecipient recognizes the need for and benefit of a safety and security plan. FTA's authority in the area of safety is set forth in 49 USC 5329. Under this section FTA may conduct investigations into safety hazards and security risks. FTA and RTA are both concerned with the safety and security of transit passengers and transit workers.

While conducting the on-site compliance part of the monitoring program RTA staff should be aware of any safety or security issues at the grantee's property.

Manufacturers of vehicles and equipment will have procedures available for the safe operation of their products and for the training of operators. Certain transit providers may be affected by Federal Motor Carrier Safety Regulations and state motor carrier regulations. Insurance carriers expect and may require that specific equipment and operational practices be followed and that workplace safety guidelines be developed. Emergency preparedness procedures should be coordinated with other local agencies and governments.

Grantees should develop screening and training programs for volunteer drivers. The Agency Council on Coordinated Transportation (ACCT) published a guide "Volunteer Drivers – A Guide to Practices" to assist agencies in developing such programs. It contains useful information about managing a volunteer driver program including safety measures.

### **Charter Bus and School Bus**

The Charter Bus requirements, Title 49 U.S.C. 5323(d), generally limit the use by public transportation operators of federally funded equipment and facilities for charters unless there are no willing and able private operators available to operate the charter. Charter regulations (49 CFR Part 604), published in the Federal Register on January 14, 2008 (73 FR 2326) state, at §604.2 (e), "The requirements of this part shall not apply to a recipient that uses Federal financial assistance from FTA for program purposes only, under 49 U.S.C. 5310....." This relieves the operator of a 5310 project from this requirement while operating service under this program.

Additionally at Sub-part B – Exceptions §604.7 provides an exception for recipients providing charter service to a Qualified Human Services Organization. This type of organization is defined as “...an organization that serves persons who qualify for human services or transportation - related programs or services due to disability, income or advanced age.” §604.3(q).

The School Bus requirements, Title 49 U.S.C. 5323(f), prohibit the use of FTA funds for exclusive school bus transportation for school students and school personnel. The regulations do permit regular service to be modified to accommodate students along with the general public.

### **Drug-Free Workplace and Drug and Alcohol Testing**

All recipients of FTA funding are required under 49 CFR part 32 to maintain a drug-free workplace for all employees and to have an anti-drug policy, awareness program and training program. Grantees/subrecipients must notify employees that the use, manufacture, distribution, or possession of a controlled substance is prohibited in the workplace. Illinois state regulations at 30 ILCS 580/1 do require that all grantees certify that they provide a drug-free workplace.

FTA grantees that receive only 5310 program assistance are not subject to FTA’s Drug and Alcohol testing rules, but must comply with Federal Motor Carrier Safety Administration (FMCSA) rule for employees who hold Commercial Driver’s Licenses (CDL)(49 CFR part 382). All drivers of vehicles designed to transport 16 or more passengers (including the driver) must have a CDL. Mechanics that drive the vehicles must also have a CDL.

### **Labor Protections**

For FTA programs, 49 U.S.C. 5333(a) imposes Davis-Bacon Act prevailing wage requirements on construction projects. Section 5333(a) requires the Secretary ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed with the assistance of loans or grants under Chapter 53 be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended.

# **PROGRAM MANAGEMENT PLAN REVISIONS**

The RTA will submit this PMP to FTA for review and approval. FTA will keep copy of this PMP on file at the FTA Region V offices. An approved PMP remains valid until FTA approves a later plan submitted by the RTA, an FTA management review results in a specific request to the RTA by FTA for a revised PMP, or FTA announces significant new program documentation requirements. The RTA is responsible for revising this PMP to ensure consistency with Federal / FTA requirements. The RTA will issue timely

revisions to this PMP, when needed and especially when the information will be helpful to minority applicants, sub-recipients, and third party contractors that will be affected by the revision.

If the RTA proposes significant revisions to this PMP, the RTA will provide an opportunity for Members of the PAC to provide comments on the proposed changes. Additionally, if this PMP is significantly changed or if the changes are substantive but not pervasive, the RTA will submit a revised PMP to FTA Region V for review and approval. The RTA is not required to submit minor changes to this PMP to FTA for review and approval; however, the RTA will ensure that FTA Region V is notified regarding changes to this PMP and will provide FTA Region V with an up-to-date copy of this PMP.

Revision Date	Description
September 2018	Updated for FAST Act compliance and streamlining of content most useful for potential applicants and current grantees



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[RTAChicago.org](http://RTAChicago.org)

RTA Administration Offices  
175 West Jackson Boulevard, Suite 1650  
Chicago, Illinois 60604

Phone: 312-913-3200

find us on:

