



# City of Chicago



02018-7070

Office of the City Clerk

## Document Tracking Sheet

<b>Meeting Date:</b>	9/20/2018
<b>Sponsor(s):</b>	Emanuel (Mayor)
<b>Type:</b>	Ordinance
<b>Title:</b>	Intergovernmental agreement among Chicago Department of Transportation, Illinois Department of Transportation and Illinois Regional Transportation Authority through its METRA division, to conduct Chicago Terminal Planning Study
<b>Committee(s) Assignment:</b>	Committee on Finance

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OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

September 20, 2018

TO THE HONORABLE, THE CITY COUNCIL  
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Transportation, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement with IDOT and Metra for a Chicago Terminal Planning Study.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

A handwritten signature in cursive script that reads "Rahm Emanuel".

Mayor

## ORDINANCE

**WHEREAS**, the City of Chicago (the "City"), a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

**WHEREAS**, the City, through its Department of Transportation ("CDOT"), the Illinois Department of Transportation ("IDOT"), and the Illinois Regional Transportation Authority, an Illinois municipal corporation, by and through its Commuter Rail Division ("Metra") wish to commission a study (the "Study") to evaluate and analyze train and passenger operations at Union Station and its related properties in Chicago, Illinois (the "Property") to improve certain intercity passenger rail services in the midwest; and

**WHEREAS**, the Property lies wholly within the boundaries of the Canal/Congress Redevelopment Area (as hereinafter defined); and

**WHEREAS**, the City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as amended from time to time (the "Act"), to finance projects that eradicate blight conditions and conservation factors that could lead to blight through the use of tax increment allocation financing for redevelopment projects; and

**WHEREAS**, in accordance with the provisions of the Act, and pursuant to ordinances adopted on November 12, 1998 and published in the Journal of the Proceedings (the "Journal") of the City Council of the City (the "City Council") for said date at page 81982, the City Council: (i) approved and adopted a redevelopment plan and project (the "Plan") for a portion of the City known as the "Canal/Congress Redevelopment Project Area" (the "Canal/Congress Redevelopment Area"); (ii) designated the Canal/Congress Redevelopment Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Canal/Congress Redevelopment Area; and

**WHEREAS**, City Council amended the Plan pursuant to an ordinance adopted June 19, 2002 and published at page 88202 of the Journal; and

**WHEREAS**, under 65 ILCS 5/11-74.4-3(q)(3), such incremental ad valorem taxes which pursuant to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("Increment") may be used to pay the costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings, to the extent the municipality by written agreement accepts and approves such costs (Increment collected from the Canal/Congress Redevelopment Area shall be known as the "Canal/Congress Increment"); and

**WHEREAS**, CDOT wishes to make available to IDOT a portion of the Canal/Congress Increment in an amount not to exceed \$1,000,000 for the purpose of reimbursing IDOT for expenses incurred in the Study that are directly related to potential physical improvements to the Property (the "TIF-Funded Improvements") in the Canal/Congress Redevelopment Area to the extent and in the manner provided in the Agreement (as hereinafter defined); and

**WHEREAS**, the Plan contemplates that tax increment financing assistance would be provided for initiatives such as the Study, within the boundaries of the Canal/Congress Redevelopment Area; and

**WHEREAS**, the CDOT, IDOT and Metra wish to enter into an intergovernmental

agreement in substantially the form attached as Exhibit A (the "Agreement") whereby the City will reimburse IDOT \$1,000,000 for the TIF-Funded Improvements; now, therefore,

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:**

**SECTION 1.** The above recitals are expressly incorporated in and made a part of this ordinance as though fully set forth herein.

**SECTION 2.** The City hereby finds that the TIF-Funded Improvements, among other eligible redevelopment project costs under the Act approved by the City, consist of the cost of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings that are necessary and will directly result from a redevelopment project pursuant to the Study as described in the Act.

**SECTION 3.** Subject to the approval of the Corporation Counsel of the City of Chicago as to form and legality, the Commissioner of CDOT is authorized to execute and deliver the Agreement in substantially the form attached hereto as Exhibit A, and such other documents and amendments as are necessary, between the City and the parties.

**SECTION 4.** To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

**SECTION 5.** This ordinance shall be in full force and effect from and after the date of its passage and approval.

EXHIBIT A

# INTERAGENCY AGREEMENT

This Interagency Agreement, known as the "CHICAGO TERMINAL PLANNING STUDY" or the "Agreement" is entered into between the Commuter Rail Division of the Regional Transportation Authority (Metra), the City of Chicago, acting through its Department of Transportation (City or CDOT), both collectively referred to as "AGENCIES", and the Illinois Department of Transportation, referred to as "DEPARTMENT", respectively, and collectively referred to as the "PARTIES", pursuant to the "Intergovernmental Cooperation Act" (5 ILCS 220) in connection with: development of an enhanced Service Development Plan (SDP) for the Chicago-Detroit/Pontiac Corridor by evaluation and analysis of train and passenger operations at Chicago Union Station and portions of the Chicago Terminal area.

This SDP aims to increase understanding of the many complex interactions between current and future passenger and freight services within the Chicago Terminal area and find ways to efficiently expand rail capacity while appropriately managing community and environmental impacts. The desired outcome of the SDP is to improve intercity passenger rail service in the Midwest for the Chicago-Detroit/Pontiac corridor, state-supported Chicago-St. Louis, Chicago-Carbondale, and Chicago-Quincy corridors, new intercity services to and from cities to the east (e.g., Columbus, OH and Cleveland, OH), long-distance Amtrak trains, and existing and expanded Metra commuter rail service. This SDP will produce comprehensive enhancements, refinements, and expansions to previous and ongoing rail planning efforts including the Chicago-Detroit/Pontiac Corridor, the Chicago/Joliet corridor, the CREATE program, Chicago Union Station (CUS) Master Planning Study, and others.

By signing below, the AGENCIES agree to comply with and abide by all provisions set forth in Parts 1-8 herein and any Appendices thereto.

**FOR THE AGENCIES:**

Commuter Rail Division of the  
Regional Transportation Authority  
547 West Jackson Blvd  
Chicago, IL 60661  
FEIN: 36-3126147

City of Chicago, Department of Transportation  
30 N. LaSalle Street, Suite 1100  
Chicago, IL 60602  
FEIN: 36-6005820

Name of Authorized Representative:  
James M. Derwinski  
Title: CEO / Executive Director

Name of Authorized Representative:  
Rebekah Scheinfeld  
Title: Commissioner, Chicago Department of Transportation

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

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

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

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

**FOR THE DEPARTMENT:**

\_\_\_\_\_  
Beth McCluskey  
Director, Office of Intermodal Project Implementation

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

\_\_\_\_\_  
Philip C. Kaufmann, Acting Chief Counsel  
(approved as to form only)

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

\_\_\_\_\_  
Matt Magalis  
Chief Financial Officer

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

\_\_\_\_\_  
Randall S. Blankenhorn  
Secretary, Illinois Department of Transportation

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

Part 1	Scope/Compensation/Term
Part 2	General Provisions
Part 3	Federally Funded Agreements
Part 4	Specific Provisions
Part 5	Scope of Services/Responsibilities
Part 6	Compensation for Services
Part 7	Certification Regarding Lobbying
Part 8	Agreement Award Notification

**PART 1  
SCOPE / COMPENSATION / TERM**

- A. **Scope of Services and Responsibilities.** The AGENCIES agree as specified in Part 5.
- B. **Compensation.** Compensation (if any) shall be as specified in Part 6.
- C. **Term of Agreement.** This Interagency Agreement will start on **Execution** and will expire on **June 30, 2022**.
- D. **Amendments.** All changes to this Agreement must be mutually agreed upon by the PARTIES and be incorporated by written amendment, signed by the PARTIES.
- E. **Renewal.** This Agreement may not be renewed.

**PART 2  
GENERAL PROVISIONS**

- A. **Changes.** If any circumstance or condition in this Agreement changes, the AGENCIES must notify the DEPARTMENT in writing within seven (7) days.
- B. **Compliance/Governing Law.** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.
- C. **Availability of Appropriation.** This Agreement is contingent upon and subject to the availability of funds. The DEPARTMENT, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason, (2) the Governor decreases the DEPARTMENT's funding by reserving some or all of the DEPARTMENT's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the DEPARTMENT determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. AGENCIES will be notified in writing of the failure of appropriation or of a reduction or decrease.  
  
If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Agreement, then CDOT will notify Department in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for services completed to the date of notification will be made to Department. No payments will be made or due to Department under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments under this Agreement.
- D. **Records Inspection.** The DEPARTMENT or a designated representative shall have access to the AGENCIES' work and applicable records whenever it is in preparation or progress, and the AGENCIES shall provide for such access and inspection.
- E. **Records Preservation.** The AGENCIES, shall maintain for a minimum of **three (3) years** after the completion of the Agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement.
- F. **Cost Category Transfer Request.** For all transfers between or among appropriated and allocated cost categories, DEPARTMENT approval is required. To secure approval, the AGENCIES must submit a written request to the DEPARTMENT detailing the amount of transfer, the cost categories from and to which the transfer is to be made, and rationale of the transfer

**G. Subcontracting/Procurement Procedures/Employment of DEPARTMENT Personnel.**

1. Subcontracting. Subcontracting, assignment or transfer of all or part of the interests of the AGENCIES concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the DEPARTMENT.
2. Procurement of Goods or Services – Federal Funds. For purchases of products or services with any Federal funds that cost more than \$3,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C 403(11), (currently set at \$100,000.00) the AGENCIES shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Federal funds for \$100,000 or more will require the AGENCIES to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the AGENCIES, the procedures of the DEPARTMENT will be used, provided that the procurement procedures conform to the provisions in Part 3(K) below. The AGENCIES may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; (2) the DEPARTMENT authorizes such a procedure; or, (3) the DEPARTMENT determines competition is inadequate after solicitation from a number of sources.
3. Procurement of Goods or Services – State Funds. For purchases of products or services with any State of Illinois funds that cost more than \$20,000.00, (\$10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at \$50,000.00 and \$20,000.00 for professional and artistic services) the AGENCIES shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any State of Illinois funds for \$50,000.00 or more for goods and services and \$20,000.00 or more for professional and artistic services) will require the AGENCIES to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the AGENCIES, the procedures of the DEPARTMENT will be used. The AGENCIES may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; (2) the DEPARTMENT authorizes such a procedure; or, (3) the DEPARTMENT determines competition is inadequate after solicitation from a number of sources.

The AGENCIES shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

4. EMPLOYMENT OF DEPARTMENT PERSONNEL. The AGENCIES will not employ any person or persons currently employed by the DEPARTMENT for any work required by the terms of this Agreement.

**PART 3  
FEDERALLY FUNDED AGREEMENTS**

**A. Standard Assurances.** The AGENCIES assure that it will comply with all applicable federal statutes, regulations, executive orders, circulars, and other federal requirements in carrying out any project supported by federal funds. The AGENCIES recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The AGENCIES agree that the most recent federal requirements will apply to the project as authorized by 49 U.S.C. Chapter 53, Title 23, United States Code (Highways), the Moving Ahead for Progress in the 21st Century Act (MAP-21), the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), as amended by the SAFETEA-LU Technical Corrections Act of 2008, or other Federal laws.

**B. Certification Regarding Lobbying.**

1. As required by 31 U.S.C. 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," specifically 49 CFR 20.110:
  - a. The lobbying restrictions of this Certification apply to AGENCIES requests:
    - (i) For \$100,000 or more in Federal funding for a Grant or Cooperative Agreement, and
    - (ii) For \$150,000 or more in Federal funding for a Loan, Line of Credit, Loan Guarantee, or Loan Insurance, and
  - b. This Certification applies to the lobbying activities of (1) AGENCIES,
    - (i) Its Principals, and



- (ii) Its Subrecipients at the first tier,
2. Each AGENCIES' authorized representatives certify to the best of his or her knowledge and belief that for each agreement for federal assistance exceeding \$100,000:
- a. No Federal appropriated funds have been or will be paid by your Applicant or on its behalf to any person to influence or attempt to influence:
    - (i) An officer or employee of any Federal AGENCIES regarding the award of a:
      - (1) Federal Grant or Cooperative Agreement, or
      - (2) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance, or
    - (ii) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
      - (1) Federal Grant or Cooperative Agreement, or
      - (2) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance,
  - b. AGENCIES will submit a complete OMB Standard Form LLL (Rev. 7-97), "Disclosure of Lobbying Activities," consistent with its instructions, if any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence:
    - (i) An officer or employee of any Federal AGENCIES regarding the award of a:
      - (1) Federal Grant or Cooperative Agreement, or
      - (2) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance, or
    - (ii) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
      - (1) Federal Grant or Cooperative Agreement, or
      - (2) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance, and c. It will include the language of this Certification in the award documents for all subawards at all tiers, including, but not limited to:
        - (1) Third party contracts,
        - (2) Subcontracts,
        - (3) Subagreements, and
        - (4) Other third party agreements under a:
          - (i) Federal Grant or Cooperative Agreement, or
          - (ii) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance,
3. AGENCIES understand that:
- a. This Certification is a material representation of fact that the Federal Government relies on, and
  - b. It must submit this Certification before the Federal Government may award funding for a transaction covered by 31 U.S.C. 1352, including a:
    - (i) Federal Grant or Cooperative Agreement, or
    - (ii) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance, and
4. AGENCIES also understand that any person who does not file a required Certification will incur a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**C. Nondiscrimination Assurance.** As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the DEPARTMENT of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21 at 21.7, the AGENCIES assures that it will comply with all requirements of 49 CFR Part 21; FTA Circular 4702.1B, "Title VI and Title VI - Dependent Guidelines for Federal Transit Administration Recipients," and other applicable directives, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the AGENCIES receive federal assistance.

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

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

**D. Control of Property.** The AGENCIES each certify that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of 2 CFR Part 200, Subpart D, Property Standards.

**E. Cost Principles.** The AGENCIES certify that the cost principles and indirect cost proposals of this Agreement are consistent with 2 CFR Part 200, Subpart E, and Appendix VII to Part 200, and all costs included in this Agreement are allowable under 2 CFR Part 200, Subpart E, and Appendix VII to Part 200.

**F. Debarment.** The AGENCIES shall comply with Debarment provisions as contained in 2 CFR Part 1200, as amended. The AGENCIES certifies that to the best of its knowledge and belief, the AGENCIES and the AGENCIES' principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or AGENCIES; b) within a three-year period preceding this Agreement have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (b), above; and d) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

The inability of the AGENCIES to certify to the certification in this section will not necessarily result in denial of participation in this Agreement. The AGENCIES shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when the DEPARTMENT determined whether to enter into this transaction. If it is later determined that the AGENCIES knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the DEPARTMENT may terminate this Agreement for cause. The AGENCIES shall provide immediate written notice to the DEPARTMENT if at any time the AGENCIES learn that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this Part shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

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

that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless the AGENCIES knows the certification is erroneous. The AGENCIES may decide the method and frequency by which it determines the eligibility of its principals. The AGENCIES may, but is not required to, check the Non-procurement List. If the AGENCIES knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation, in addition to other remedies available to the federal government, the DEPARTMENT may terminate this Agreement for cause or default.

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

**G. Audit Requirements.** The AGENCIES each certify that it will comply with the requirements of 2 CFR Part 200, Subpart F, Section 200.501, which sets forth standards and requirements for obtaining consistency and uniformity for the audit of non-Federal entities expending Federal awards, as follows:

1. **Audit required.** A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.
2. **Single audit.** A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted except when it elects to have a program-specific audit.
3. **Program-specific audit election.** When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal AGENCIES, or the same Federal AGENCIES and the same pass-through entity, and that Federal AGENCIES, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.
4. **Exemption when Federal awards expended are less than \$750,000.** A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal AGENCIES, pass-through entity, and Government Accountability Office (GAO).
5. Except for the provisions for biennial audits provided in paragraphs (a) and (b), audits required by this part must be performed annually. Any biennial audit must cover both years within the biennial period.
  - a. A state, local government, or Indian tribe that is required by constitution or statute, in effect on January 1, 1987, to undergo its audits less frequently than annually, is permitted to undergo its audits pursuant to this part biennially. This requirement must still be in effect for the biennial period.
  - b. Any nonprofit organization that had biennial audits for all biennial periods ending between July 1, 1992, and January 1, 1995, is permitted to undergo its audits pursuant to this part biennially.
6. The audit must be completed; the data collection form described in Appendix X to Part 200 and reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.
7. **Reporting package.** The reporting package must include the following:
  - a. Financial statements and schedule of expenditures of Federal awards discussed in §200.510 Financial statements, paragraphs (a) and (b), respectively;
  - b. Summary schedule of prior audit findings discussed in §200.511 Audit findings follow-up, paragraph (b);
  - c. Auditor's report(s) discussed in §200.515 Audit reporting, and
  - d. Corrective action plan discussed in §200.511 Audit findings follow-up, paragraph (c)

**H. Drug Free Workplace.** The AGENCIES each certify that it will comply with the requirements of the federal Drug Free Workplace Act, 41 U.S.C. 702 as amended, and 49 CFR 32.

**I. Disadvantaged Business Enterprise Assurance.** In accordance with 49 CFR 26.13(a), as amended, the AGENCIES assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26, as amended. The AGENCIES assures that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from the U.S. DOT. The AGENCIES' DBE program, as required by 49 CFR Part 26, as amended, will be incorporated by reference and made a part of this Agreement for any Federal assistance awarded by FTA or U.S. DOT. Implementation of this DBE program is a legal obligation of the AGENCIES, and failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification by the Federal Government or the DEPARTMENT to the AGENCIES of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Remedies Act, 31 U.S.C. 3801 *et seq.*, as amended.

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

**K. Procurement Compliance Certification.** The AGENCIES each certify that its procurements and procurement system will comply with all applicable third party procurement requirements of Federal laws, executive orders, regulations, and FTA directives, and requirements, as amended and revised, as well as other requirements FTA may issue including FTA Circular 4220.1F, "Third Party Contracting Guidance," and any revisions thereto, to the extent those requirements are applicable. The AGENCIES certify that it will include in its contracts financed in whole or in part with FTA assistance all clauses required by Federal laws, executive orders, or regulations, and will ensure that each subrecipient and each contractor will also include in its subagreements and its contracts financed in whole or in part with FTA assistance all applicable clauses required by Federal laws, executive orders, or regulations.

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

1. In accordance with 23 U.S.C. 517(d), as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21), the AGENCIES assures it will comply with all applicable requirements of Section V (Regional ITS Architecture and Section VI (Project Implementation)) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and other FTA requirements that may be issued in connection with any ITS project it undertakes financed with Highway Trust Funds (including funds from the mass transit account) or funds made available for the Intelligent Transportation Systems Program.
2. With respect to any ITS project financed with Federal assistance derived from a source other than Highway Trust Funds (including funds from the Mass Transit Account) or 23 U.S.C. 517(d), the AGENCIES assures that it will use its best efforts to ensure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

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

**N. Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF-424B and SF-424D).** As required by OMB, the AGENCIES each certify that it:

1. Has the legal authority and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project.
2. Will give the U.S. Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or AGENCIES directives;
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;
4. Will initiate and complete the work within the applicable project time periods;
5. Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
  - Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
  - Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, which prohibit discrimination on the basis of sex;
  - Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
  - The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
  - The Drug Abuse, Prevention, Treatment and Rehabilitation Act, Public Law 92-255, and amendments thereto, 21 U.S.C. 1101 *et seq.* relating to nondiscrimination on the basis of drug abuse;
  - The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Public Law 91-616, and amendments thereto, 42 U.S.C. 4541 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
  - The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-2 related to confidentiality of alcohol and drug abuse patient records;
  - Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing;
  - Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited, to 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and Section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA programs;
  - Executive Order No. 13559, 75 Fed. Reg. 71319 (Nov. 17, 2010), § 2(d), which prohibits organizations (that receive Federal assistance under social service programs) from discriminating against beneficiaries or prospective beneficiaries of social service programs on the basis of religion or religious belief;
  - Any other nondiscrimination statute(s) that may apply to the project; and
  - The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*
6. Will comply with all federal environmental standards applicable to the project, including but not limited to:
  - Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514,
  - Notification of violating facilities pursuant to Executive Order 11738;
  - Protection of wetlands pursuant to Executive Order 11990,

- Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
  - 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.;
  - 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.;
  - Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;
  - Protection of endangered species under the Endangered Species Act of 1973, as amended;
  - AGENCIES will comply with the environmental protections for Federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, State, or local significance or any land from a historic site of national, State, or local significance to be used in a transportation Project, as required by 49 U.S.C. 303 (also known as "Section 4f");
  - The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 et seq., which relates to protecting components or potential components of the national wild scenic rivers system; and
  - Environmental impact and related procedures pursuant to 23 C.F.R. Part 771.
7. Will comply with all other federal statutes applicable to the project, including but not limited to:
- As provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Relocation Act), 42 U.S.C. 4601 *et seq.*, and 49 U.S.C. 5323(b), regardless of whether Federal funding has been provided for any of the real property acquired for Project purposes, AGENCIES:
    - (1) will provide for fair and equitable treatment of any displaced persons, or any persons whose property is acquired as a result of federally-funded programs;
    - (2) has the necessary legal authority under State and local laws and regulations to comply with:
      - (a) The Uniform Relocation Act, 42 U.S.C. 4601 *et seq.*, as specified by 42 U.S.C. 4630 and 4655; and
      - (b) U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR part 24, specifically 49 CFR 24.4, and
    - (3) has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations because:
      - (a) As required by 49 CFR Part 24, the AGENCIES will adequately inform each affected person of the benefits, policies, and procedures,
      - (b) As required by 42 U.S.C. 4622, 4623, and 4624, and 49 CFR part 24, if an FTA-funded Project results in displacement, it will provide fair and reasonable relocation payments and assistance to:
        1. Displaced families or individuals, and
        2. Displaced corporations, associations, or partnerships,
      - (c) As provided by 42 U.S.C. 4625 and 49 CFR part 24, it will provide relocation assistance programs offering the services described in the U.S. DOT regulations to such:
        1. Displaced families and individuals; and
        2. Displaced corporations, associations, or partnerships;
      - (d) As required by 42 U.S.C. 4625(c)(3), within a reasonable time before displacement, it will make available comparable replacement dwellings to families and individuals,
      - (e) AGENCIES/Grantee/Vendor will:
        1. Carry out the relocation process to provide displaced persons with uniform and consistent services; and
        2. Make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin;
      - (f) As required by 42 U.S.C. 4651 and 4652, it will be guided by the real property acquisition policies;
      - (g) As required by 42 U.S.C. 4653 and 4654, it will pay or reimburse property owners for their necessary expenses, understanding that FTA will provide Federal funding for its eligible costs for providing payments for those expenses, as required by 42 U.S.C. 4631;
      - (h) As required, it will execute the necessary implementing amendments to FTA-funded third party contracts and subagreements;
      - (i) As required, it will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances;

- (j) As required, it will incorporate these assurances by reference into and make them a part of any third party contract or subagreement, or any amendments thereto, relating to any FTA-funded Project involving relocation or land acquisition; and
  - (k) As required, it will provide in any affected document that these relocation and land acquisition provisions must supersede any conflicting provisions;
- The Hatch Act, 5 U.S.C. 1501 – 1508, 7324 – 7326, which limits the political activities of State and local agencies and their officers and employees whose primary employment activities are financed in whole or part with Federal funds, including a Federal Loan, Grant Agreement, or Cooperative Agreement, and (2) 49 U.S.C. 5323(l)(2) and 23 U.S.C. 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public transportation system (or of any other AGENCIES or entity performing related functions) receiving FTA funding appropriated or made available for 49 U.S.C. chapter 53 and 23 U.S.C. 142(a)(2) to whom the Hatch Act does not otherwise apply,
  - The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
  - Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470, which requires Federal agencies to review the effect of their undertakings on historic properties;
  - Executive Order 11593, which relates to identification and protection of historic properties;
  - The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 *et seq.*;
  - The Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 *et seq.*, which relates to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by a federal award of assistance;
  - The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 *et seq.*, which relates to prohibiting the use of lead-based paint in construction or rehabilitation of residence structures;
  - The Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations"; and
  - Use of parks, recreation areas, wildlife and waterfowl refuges, and historic sites pursuant to 23 C.F.R. Part 774 (Section 4(f) requirements); and
  - AGENCIES will, to the extent applicable, comply with the protections for human subjects involved in research, development, and related activities supported by Federal funding of:
    - (1) The National Research Act, as amended, 42 U.S.C. 289 *et seq.*, and
    - (2) U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11.

**O. Energy Conservation.** To the extent applicable, the AGENCIES and its third party contractors at all tiers shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Section 6321 *et seq.*

**P. Clean Water.** For all contracts and subcontracts exceeding \$100,000, the AGENCIES agree to comply with all applicable standards, orders, or regulations issued pursuant to the Water Pollution Control Act, 33 U.S.C. Section 1251 *et seq.*

**Q. Clean Air.** For all contracts and subcontracts exceeding \$100,000, the AGENCIES agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 *et seq.*

**R. Eligibility For Employment In The United States.** The AGENCIES shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Forms (I-9). These forms shall be used by the AGENCIES to verify that persons employed by the AGENCIES are eligible to work in the United States.

**S. Buy America.** As set forth in 49 U.S.C 5323(j) and 49 C.F.R. Part 661, only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of satisfactory quality; or that inclusion of domestic materials will increase the cost of overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

**T False Or Fraudulent Statements Or Claims.** The AGENCIES acknowledge that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the DEPARTMENT in connection with this Agreement, the

DEPARTMENT reserves the right to impose on the AGENCIES the penalties of 18 U.S.C. Section 1001, 31 U.S.C. Section 3801, and 49 CFR Part 31, as the DEPARTMENT may deem appropriate. AGENCIES agrees to include this clause in all state and federal assisted contracts and subcontracts.

**U. Changed Conditions Affecting Performance.** The AGENCIES shall immediately notify the DEPARTMENT of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

**V. Third Party Disputes Or Breaches.** The AGENCIES agree to pursue all legal rights available to it in the enforcement or defense of any third party contract, and FTA or U.S. DOT and the DEPARTMENT reserve the right to concur in any compromise or settlement of any third party contract claim involving the AGENCIES. The AGENCIES will notify FTA or U.S. DOT and the DEPARTMENT of any current or prospective major dispute pertaining to a third party contract. If the AGENCIES seeks to name the DEPARTMENT as a party to the litigation, the AGENCIES agrees to inform both FTA or U.S. DOT and the DEPARTMENT before doing so. The DEPARTMENT retains a right to a proportionate share of any proceeds derived from any third party recovery. Unless permitted otherwise by the DEPARTMENT, the AGENCIES will credit the Project Account with any liquidated damages recovered. Nothing herein is intended to nor shall it waive U.S. DOT's, FTA's or the DEPARTMENT's immunity to suit.

**W. Fly America.** AGENCIES will comply with 49 U.S.C. §40118, 4 CFR §52 and U.S. GAO Guidelines B- 138942, 1981 U.S. Comp. Gen. LEXIS 2166, March 31, 1981 regarding costs of international air transportation by U.S. Flag air carriers.

**X. Non-Waiver.** The AGENCIES agree that in no event shall any action or inaction on behalf of or by the DEPARTMENT, including the making by the DEPARTMENT of any payment under this Agreement, constitute or be construed as a waiver by the DEPARTMENT of any breach by the AGENCIES of any terms of this Agreement or any default on the part of the AGENCIES which may then exist; and any action, including the making of a payment by the DEPARTMENT, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the DEPARTMENT in respect to such breach or default. The remedies available to the DEPARTMENT under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.

**Y. Preference for Recycled Products.** To the extent applicable, the AGENCIES agree to give preference to the purchase of recycled products for use in this Agreement pursuant to the various U.S. Environmental Protection AGENCIES (EPA) guidelines, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

**Z. Cargo Preference. Use of United States Flag Vessels** The AGENCIES agree to comply with 46 U.S.C. § 55305 and 46 CFR Part 381 and to insert the substance of those regulations in all applicable subcontracts issued pursuant to this Agreement, to the extent those regulations apply to this Agreement.

**AA. Performance Measurement.** The AGENCIES must relate financial data of this AGREEMENT to its performance accomplishments. Further, the AGENCIES must also provide cost information or a budget in Part 6 to demonstrate cost effective practices pursuant to 2 CFR Part 200.301.

**BB. Project Closeout.** Pursuant to CFR Part 200.343, the AGENCIES must submit the required project deliverables, performance and financial reports, and all eligible incurred costs as specified in Parts 5 and 6, respectively, of this AGREEMENT no later than 90 days after the AGREEMENT's end date. Further, the AGENCIES agrees that the project should then be closed no later than 360 days after receipt and acceptance by the DEPARTMENT of all required final reports.

**CC. System Management Award.** AGENCIES are required to register with the System for Award Management (SAM), which is a web-enabled government-wide application that collects, validates, stores and disseminates business information about the federal government's trading partners in support of the contract award, grants and the electronic payment processes. If the AGENCIES does not have a DUNS number, the AGENCIES must register at <https://sam.gov>.

As a sub-recipient of federal funds equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>



**DD. Certification Regarding Annual Fiscal Reports or Payment Vouchers.** The AGENCIES agree to comply with 2 CFR Part 200.415(a) as follows: To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the AGENCIES, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

All of the requirements listed in Part 3, paragraphs A through DD apply to the federally funded project. The AGENCIES agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

#### PART 4 SPECIFIC PROVISIONS

**A. Invoices.** Invoices submitted by the DEPARTMENT will be for costs that have been incurred to complete the Part 5, Scope of Services. If the DEPARTMENT'S invoices are deemed by the AGENCIES or auditors to not be sufficiently documented for work completed, the AGENCIES may require further records and supporting documents to verify the amounts, recipients and uses of all funds invoiced pursuant to this Agreement. Furthermore, if any of the deliverables in Part 5 are not satisfactorily completed, DEPARTMENT will refund payments made under this agreement to the extent that such payments were made for any such incomplete or unsatisfactory deliverable.

Any invoices/bills issued by the DEPARTMENT to the AGENCIES pursuant to this Agreement shall be remitted to the following addresses:

If to CDOT:

City of Chicago  
Department of Transportation  
30 N. LaSalle Street, Suite 1100  
Chicago, IL 60602  
Attention: Commissioner

If to Metra:

Metra  
Accounts Payable  
547 West Jackson Blvd  
Chicago IL 60661

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

**B. Billing and Payment.** All invoices for services performed and costs incurred by the DEPARTMENT prior to July 1st of each year must be presented to the AGENCIES no later than July 31st of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the AGENCIES shall not be obligated to make payment to the DEPARTMENT on invoices presented after said date. Failure by the DEPARTMENT to present such invoices prior to said date may require the DEPARTMENT to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this Agreement. The AGENCIES will direct all payments to the DEPARTMENT'S remittance address listed in this Agreement.

**C. Termination.** This Agreement may be terminated by either party by giving thirty (30) calendar days written notice. If an AGENCY is dissatisfied with the DEPARTMENT'S performance or believes that there has been a substantial decrease in the DEPARTMENT'S performance, the AGENCY may give written notice that remedial action shall be taken by the DEPARTMENT within seven (7) calendar days. If such action is not taken within the time afforded, the AGENCY may terminate the Agreement by giving seven (7) calendar days written notice to the DEPARTMENT. In either instance, the DEPARTMENT shall be paid for the value of all authorized and acceptable work performed prior to the date of termination, including non-cancelable obligations made prior to receipt of notice of termination and for which work will be

completed within thirty (30) days of receipt of notice of termination, based upon the payment terms set forth in the Agreement.

**D. Location of Service.** Service to be performed by the DEPARTMENT shall be performed as described in Part 5.

**E. Ownership of Documents/Title to Work.** All documents, data and records produced by the DEPARTMENT in carrying out the DEPARTMENT'S obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of the both the DEPARTMENT and AGENCIES. The AGENCIES shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to the DEPARTMENT. All documents, data and records utilized in performing research shall be available for examination by the AGENCIES 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 AGENCIES, be appropriately arranged, indexed and delivered to the AGENCIES by the DEPARTMENT.

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

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

**G. Confidentiality Clause.** Except as required by law, any documents, data, records, or other information given to or prepared by the DEPARTMENT pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by both the DEPARTMENT and the AGENCIES. All information secured by the DEPARTMENT from the AGENCIES in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by both the DEPARTMENT and the AGENCIES.

**H. Reporting/Consultation.** The DEPARTMENT shall consult with and keep the AGENCIES fully informed as to the progress of all matters covered by this Agreement.

**I. Travel Expenses.** Expenses for travel, lodging, or per diem incurred by the DEPARTMENT pursuant to this Agreement are limited to those described in Part 5. The DEPARTMENT shall follow the Travel Guide for State Employees issued by the Illinois Department of Central Management Services on any travel covered under this Agreement.

**J. Reserved.**

**K. Equal Employment Practice.** The AGENCIES must comply with the "Equal Employment Opportunity Clause" required by the Illinois Department of Human Rights. The AGENCIES must include a requirement in all contracts with third parties (contractor or consultant) to comply with the requirements of this clause. The Equal Employment Opportunity Clause reads as follows:

In the event that the AGENCIES, its contractor or consultant fails to comply with any provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act Rules and Regulations of the Illinois Department of Human Rights ("IDHR"), the AGENCIES, its contractor or consultant may be declared ineligible for future contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations, and the contract 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 contract, the AGENCIES agree as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, 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;



Tax-exempt  Government  
 Other \_\_\_\_\_

NAME OF AGENCY: CDOT

Taxpayer Identification Number: \_\_\_\_\_

Legal Status (check one):  
 Tax-exempt  Government  
 Other \_\_\_\_\_

**M. International Boycott.** Each of the AGENCIES certify, that neither it nor any substantially owned affiliate of it is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).

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

**O. Equipment.** The DEPARTMENT and the AGENCIES agree to the following:

1. The DEPARTMENT must obtain the AGENCIES' written approval prior to purchasing any equipment with funds acquired under this Agreement;
2. The DEPARTMENT acknowledges that the AGENCIES are under no obligation to approve, and the AGENCIES may, if they approve, subject that approval to additional terms and conditions as the AGENCIES may require;
3. The DEPARTMENT acknowledges that any equipment purchased under this Agreement must remain the property of the DEPARTMENT;
4. The DEPARTMENT must use the equipment for the authorized purpose under Part 5 (Scope of Service/Responsibilities) and Part 6 (Compensation) during the period of performance or the equipment's entire useful life;
5. The DEPARTMENT must not dispose of any equipment that is acquired under this Agreement without prior AGENCIES' written approval;
6. In cases where the DEPARTMENT fails to dispose of any equipment properly, as determined by the DEPARTMENT, the DEPARTMENT may be required to reimburse the AGENCIES' for the cost of the equipment; and
7. For purposes of this provision, "equipment" includes any tangible or intangible product, having a useful life of two years or more, an acquisition cost of at least \$100, and used solely in DEPARTMENT's performance under this Agreement.

**PART 5**  
**SCOPE OF SERVICES/RESPONSIBILITIES**

**A. BACKGROUND**

On July 11, 2014, the Federal Railroad Administration (FRA) issued a Notice of Funding Availability (NOFA) in the Federal Register soliciting applications for Passenger Rail Corridor Investment Plan (PRCIP) projects. The appropriations authority to fund the PRCIP projects under this solicitation was provided by Congress under the FY14 Omnibus Appropriations Act.

In response to the NOFA, the DEPARTMENT submitted an application for the Chicago Terminal Planning Study: Chicago-Detroit/Pontiac Service Development Plan (SDP) Expansion (the "Project"). The FRA reviewed the DEPARTMENT's application against the eligibility, evaluation, and selection criteria outlined in the NOFA. On the basis of this evaluation, the FRA selected the DEPARTMENT for an award, through a cooperative agreement between FRA and the DEPARTMENT, of \$3 million for the Project.

Due to the complexity of implementing intercity passenger rail Service Development Programs, extensive pre-construction preparation is required, including service planning, environmental review, design and conceptual engineering efforts. The first phase of this process, known as the Planning Phase, should result in the development of a PRCIP. A PRCIP provides sufficient information to support a future decision to fund and implement a major investment in a passenger rail corridor and is comprised of two components:

1. An environmental review to satisfy National Environmental Policy Act (NEPA) requirements (Service NEPA), in which the purpose and need of the improvements are defined, and alternatives are analyzed and compared based on their environmental, socioeconomic, and transportation impacts; and
2. A Service Development Plan (SDP) that defines the service improvements, transportation network, operational and financial aspects for the passenger rail service alternative selected through the NEPA process.

Service NEPA for the Chicago-Detroit/Pontiac Corridor is already under preparation in the form of a *Tier 1 Environmental Impact Statement (EIS)*, which was begun by the Michigan DOT in the summer of 2012. Funding for the Service NEPA is not part of this statement of work. Together, the Service NEPA and SDP being performed with the EIS complete the PRCIP to inform potential future funding and implementation decisions for major investment in the Chicago-Detroit/Pontiac Corridor.

For the purposes of this Agreement, the term "Project" means a study that results in an updated SDP (as part of the MDOT PRCIP) for the Chicago-Detroit/Pontiac Corridor.

Also for purposes of this Agreement, the term "Service Development Program" means an enhancement to the existing Chicago-Detroit/Pontiac Corridor SDP covering the Chicago terminus of the corridor. This is appropriate, because it has become apparent that the western most segment of the Corridor into the City of Chicago requires significantly more analysis than can be accomplished in the current planning process. Many other passenger and freight services are impacted by decisions on and near this segment. This update to the SDP does not affect the current projects under construction on this corridor by other FRA grant agreements.

The work will benefit other corridors as well, including Chicago-St. Louis, Chicago-Quad Cities, Chicago-Rockford/Dubuque, and most other Chicago-based passenger corridors, but SDP updates for these corridors are not included in this Project scope.

**B. OBJECTIVE**

The objective of the Project is to produce an updated and expanded SDP (as a component of the PRCIP) for the Chicago-Detroit/Pontiac Corridor in compliance with FRA's *Procedures for Considering Environmental Impacts (64 Federal Register 28545 (May 26, 1999))* and the Council on Environmental Quality's (CEQ) NEPA implementing regulation (40 CFR Part 1500 et seq.) The area of expansion will be the Chicago Terminal Study Area, near and approaching Chicago Union Station (CUS), within the state of Illinois. Funding for a Service NEPA will not be accomplished through the FRA Grant/Cooperative Agreement for this Project

## C. PROJECT LOCATION

The Chicago-Detroit/Pontiac Corridor SDP component of the PRCIP is a study of service to be located between CUS and the Indiana/Illinois state line, a distance of approximately 12 miles near Whiting, Indiana on the Chicago-Detroit/Pontiac corridor. Due to the complex network of rail lines, yards, and related infrastructure south of CUS, a large portion of this network must be analyzed to determine impacts and evaluate alternatives resulting in a study area significantly broader than this 12 mile segment. The study area includes CUS and extends about 10 miles to the southwest near La Grange, Illinois along the Metra/BNSF route, about 4 miles west along the Metra/Milwaukee District/Amtrak route through the A-2 Interlocking, and 15 miles to the south to the South Holland, Illinois area. Most of North America's Class 1 railroads own facilities within this area, along with Metra and Amtrak.

To ensure that planning considers the interrelationships of the broader intercity passenger and commuter rail network, the following route(s) beyond the Chicago-Detroit/Pontiac Corridor will be considered to the degree necessary to fully inform service development planning work for the Chicago-Detroit/Pontiac Corridor:

1. Chicago-St. Louis Corridor between CUS and Summit, IL
2. Chicago-Milwaukee Corridor within the City of Chicago between CUS and Tower A-2 on the Metra Milwaukee District North Line
3. Chicago-Rockford/Dubuque Corridor within the City of Chicago between CUS and Tower A-2 on the Metra Milwaukee District West Line
4. Chicago-Quincy and Chicago-Quad Cities Corridors within the City of Chicago between CUS and La Grange, IL
5. Chicago-Carbondale Corridor between CUS and Harvey, IL
6. Chicago-Indianapolis Corridor (and other Indiana/Ohio future routes as may be determined) between CUS and Whiting, IN (currently routed through Harvey, IL)
7. All of Metra's 11 Chicago-area commuter rail lines and the existing South Shore Line and planned West Lake Corridor route both operated by the Northern Indiana Commuter Transportation District (NICTD) over the Metra Electric District from 115<sup>th</sup> St. / Kensington into downtown Chicago.
8. Amtrak and Metra equipment movements between CUS and Metra's yards near the A-2 Interlocking, Metra's/BNSF's 14<sup>th</sup> Street Yard, Amtrak's 18<sup>th</sup> Street Yard and south across the 21<sup>st</sup> Street river bridge (Amtrak currently has yard movements that occupy one of the tracks on the 21<sup>st</sup> Street Bridge).

## D. DESCRIPTION OF WORK

This Project is divided into 3 major tasks by which the DEPARTMENT will perform tasks in close coordination with FRA with FRA written approval:

- Task 1: project set-up.
- Task 2: preliminary service planning and the preparation of other technical information to identify and develop alternatives for the Service Development Plan document. The deliverables resulting from this phase will be used in Task 3.
- Task 3: the development of the Service Development Plan document. Tasks 2 and 3 will often overlap, require close coordination, and be conducted through an iterative analytical process.

### **Task 1: Detailed Project Work Plan, Budget, and Schedule**

For this initial task, the DEPARTMENT will prepare a detailed Project Work Plan, Budget, and Schedule for Tasks 2 and 3. The Project Work Plan will describe, in detail, the activities and steps necessary to complete the tasks outlined in the statement of work. The DEPARTMENT shall contact FRA and obtain preliminary direction regarding the appropriate environmental documentation. The DEPARTMENT will describe the Service NEPA approach proposed (which is a tiered EIS for Chicago-Detroit/Pontiac and not included in this scope of work) and reflect this in the level of effort for related tasks

The project work plan will also include.

- information about the project management approach (including team organization, team decision-making, roles and responsibilities and interaction with FRA);
- quality assurance and quality control procedures;
- project schedule (with DEPARTMENT and agency review durations); and
- detailed project budget.

The DEPARTMENT will need to secure agreement(s) with potentially a number of host railroads to access the railroad's property and perform the work, so the executed agreements should be included with the work plan. The work plan shall identify studies to be conducted as part of the process for the expansion of the Service Development Program. The Detailed Work Plan, Budget, and Schedule will be reviewed and approved by the FRA, who will make the final decision regarding the class of action and if tiering will be used in a future NEPA process.

The DEPARTMENT acknowledges that work on subsequent tasks will not commence until the Detailed Project Work Plan, Budget, and Schedule has been completed, submitted to FRA, and the DEPARTMENT has received written approval from FRA.

**Task 1 Deliverables:**

- Detailed Project Work Plan, Budget, and Schedule
- Project Agreements

**Task 2: Preliminary Service Planning and Alternatives**

The fundamental starting point of any transportation planning effort is the identification of the objectives for an improvement to the transportation system service in the market. The DEPARTMENT will prepare goals and objectives for this planning study for use in developing the Service Development Program for FRA review. **Since NEPA is not included, there will be no NEPA Scoping and Outreach conducted, or Purpose and Need prepared.** The DEPARTMENT will identify all possible alternatives for the Service Development Program, including the "no-build or no action alternative," and from this list, conduct a feasibility analysis to identify the reasonable alternatives.

**Subtask 2.1 Alternatives Scoping and Outreach**

The DEPARTMENT will conduct the scoping process, in coordination with FRA, which will include:

- Identification of the Corridor study area
- Development of an Agency and Stakeholder Involvement Plan
- Holding scoping meetings with the public, stakeholders, and other agencies
- Preparation of a Scoping Report identifying all possible alternatives.

The DEPARTMENT will prepare and implement, in coordination with FRA, an Agency and Stakeholder Involvement Plan. The Plan will outline the public and agency involvement program and will identify key contacts within agencies, public officials, affected Native American Tribes, and other key stakeholder groups and the public. The Plan will also identify key contacts within civic and business groups, relevant interest groups, present and potential riders/users, and private service providers/shippers. The Plan will identify how involvement activities will be linked to key milestones in the planning/engineering and alternatives analysis process, including public meetings/hearings, as necessary. This process will include Tribal coordination to fulfill FRA's Section 106 responsibilities. The DEPARTMENT will submit the Agency and Stakeholder Involvement Plan for FRA review.

In addition, the DEPARTMENT will lead the scoping process, in cooperation with FRA, inviting participation from federal, state, and local agencies, Native American tribes, other interested parties, and the public, as identified in the Agency and Stakeholder Involvement Plan. The DEPARTMENT will record the process and provide a summary of comments, responses, and conclusions in a Scoping Report for FRA review.

**Subtask 2.1 Deliverables:**

- Agency and Stakeholder Involvement Plan

- Scoping Report identifying all possible alternatives

### **Subtask 2.2 Definition and Evaluation of Alternatives**

The DEPARTMENT will prepare a Technical Memo on Service Planning for FRA review, which includes: identification of all possible alternatives, an outline of the proposed approach for alternatives analysis (including identification of the criteria to be used in the alternatives analysis), and an outline for the SDP and overview of the proposed methodologies to be used in preparing the SDP components (See Task 3 for additional information).

The Technical Memo will address how alternatives will be determined to be reasonable and feasible. The alternatives developed for the Service Development Program must address the NEPA purpose and need established in the Chicago-Detroit/Pontiac Corridor Tier 1 EIS. The memo will describe the criteria to be used in the analysis that reflect:

- The objective and goals for the action (similar to purpose and need)
- Technical feasibility (physical route characteristics, engineering constraints, capacity- constrained existing facilities or infrastructure, safety)
- Economic feasibility (market potential and/or ridership, capital and operating costs)
- Major environmental concerns

The alternatives analysis will include preliminary service planning elements such as:

- A description of the infrastructure improvements including stations, parking facilities, land acquisition, rail operations/maintenance/equipment/storage facilities, any new facilities or upgrades required for intercity passenger rail operational control
- Capital cost estimates for each alternative (including unit cost and quantities relating to core track structures and other project components), management, design and construction management allowances, and contingencies
- An operating plan for each alternative, including railroad operation simulations, equipment options, and crew scheduling analyses, which in turn reflect such variables as travel demand and rolling stock configuration
- An assessment of each alternative's likely direct and indirect impacts on existing and potential future operations of freight trains, commuter trains, and other (non-Chicago-Detroit/Pontiac Corridor) passenger trains
- Ridership and travel demand forecasts for each alternative, including origin-destination trip tables suitable as input for other elements of the planning and environmental assessment process, pricing assumptions (including a rationale for pricing strategy), and travel time-related assumptions (including frequency, reliability, and schedule data for the service alternatives)
- General estimates of operating, maintenance, and capital renewal costs for a 40-year period
- Potential phased implementation plans for the alternatives that can result in service improvements that have independent utility and reflect constructability considerations

After FRA review and approval of the Technical Memo, the DEPARTMENT will conduct the alternatives analysis and prepare a Definition and Evaluation of Alternatives Report for FRA review and approval. As part of preparing the Definition and Evaluation of Alternatives Report, the DEPARTMENT will develop conceptual engineering to a level sufficient to identify necessary infrastructure improvements and determine the cost estimates for each reasonable route alternative. Conceptual engineering will include developing design criteria, typical track sections, track plans with vertical profiles, structural concepts, roadway crossing recommendations, layover and storage/maintenance facility requirements, and unit cost data. The analysis and conceptual engineering in the Definition and Evaluation of Alternatives Report will lead to the selection of the Preferred Alternative. The DEPARTMENT will coordinate with FRA, and as appropriate with railroad owners and operators, on this task.

### **Task 2.2 Deliverables:**

- Technical Memo on Service Planning
- Conceptual Engineering
- Definition and Evaluation of Alternatives Report



### **Task 3: Service Development Plan**

The DEPARTMENT, in coordination with FRA, will produce a SDP, which is focused on the Preferred Alternative identified in Task 2, following the outline approved in Technical Memo on Service Planning under Task 2. The SDP will lay out the overall scope and approach for the proposed service by clearly demonstrating the rationale, goals and objectives for new or improved intercity passenger rail service; identifying alternatives considered for the proposed new or improved intercity passenger rail service and analyzing the Preferred Alternative that best addresses the identified rationale, goals and objectives; demonstrating the operational and financial feasibility of the Preferred Alternative that is proposed to be pursued; and describing how the implementation of the SDP will be divided into discrete phases.

Specifically, the DEPARTMENT will include within the SDP:

- Rationale, Goals, and Objectives including a description of the transportation challenges and opportunities faced in the markets to be served by the proposed service
- Service justification to demonstrate how the proposed service can cost-effectively address transportation and other needs, based on current and forecasted travel demand and capacity condition
- Planning methodology used in developing the SDP
- Identification of alternatives considered in the planning and environmental review process, including intercity passenger rail improvements, improvements to other modes, and a no- action alternative, as well as the Preferred Alternative
- Operations modeling, including railroad operation simulations, equipment and crew scheduling analyses, and terminal, yard and support operations, which in turn reflect such variables as travel demand and rolling stock configuration. If the proposed service shares facilities with rail freight, commuter rail, or other intercity passenger rail services, the existing and future characteristics of those services will be included
- Station and access analysis to address the location of the stations to be served by the proposed service, how these stations will accommodate the trains and passengers associated with the proposed service, how passengers will access the stations, and how the stations will be integrated with connections to other modes of transportation. Refer to the FRA Station Area Planning recommendations at <http://www.fra.dot.gov/eLib/Details/L03759> and undertake the activities described in Section 2. Transportation
- Travel demand and revenue forecasts, including the methods, assumptions, and outputs for travel demand forecasts, and the expected revenue from the service, including ridership/revenue forecasts that specify the number of passengers and boarding/disembarking at stations
- Financial performance and projections for each phase of service, including operating costs and revenues, capital replacement costs, and other institutional arrangements affecting the system finances. The SDP will address the methods, assumptions and outputs for operating expenses for the train service including maintenance of way, maintenance of equipment, transportation (train movement), passenger traffic and services such as marketing, reservations/information, station, and on-board services, general/administrative expenses, cost-sharing arrangements, and access fees
- Conceptual engineering and capital programming, to include equipment, infrastructure improvements, facilities, and other investments required for each discrete phase of service implementation
- Benefit-cost analysis, including a description and quantification of benefits, whether operational, transportation output-related, environmental, and/or economic in nature as it relates to the affected passenger rail, commuter rail, and freight rail services and the communities in which the proposed improvements are located, with particular focus on job creation and retention, "green" environmental outcomes, potential energy savings, and effects on community livability

The DEPARTMENT will develop a draft Service Development Plan for FRA review and approval based on the agreed upon outline and methodology. The DEPARTMENT will incorporate FRA comments into the Final Service Development Plan for the Corridor Program.

**Task 3 Deliverables:**

- Draft Service Development Plan
- Final Service Development Plan
- Final Performance Report (the final deliverable listed in the "description of work" section of this part of the Agreement) must be the Final Performance Report. This report must be submitted within 90 days of the end of the FRA grant's period of performance and should describe the cumulative activities of the project, including a complete description of the DEPARTMENT's achievements with respect to the project objectives and milestones).

**E. PROJECT SCHEDULE AND DELIVERABLES**

The period of performance for all work will be approximately 42 months, starting upon **Execution** and expiring June 30, 2022. A detailed schedule for the Project work is set forth in the following chart:

**Project Work Schedule**

	2019					2020					2021					2022																			
	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N
Rationale/Goals/Objectives	█	█	█	█	█																														
Identification of Alternatives	█	█	█	█	█	█	█	█	█	█	█																								
Planning Methodology	█	█	█	█	█																														
Demand & Revenue Forecasts						█	█	█	█	█	█	█	█	█	█	█	█																		
Operations Modeling						█	█	█	█	█	█	█	█	█	█	█	█																		
Station & Access Analysis						█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█		
Conceptual Engineering & Capital Programming						█	█	█	█	█	█	█	█	█	█	█	█																		
Operating & Maintenance Costs												█	█	█	█	█	█	█	█	█	█	█	█												
Public Benefits Analysis						█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█		
Public/Stakeholder Outreach	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█		

**Project Deliverable Schedule**

The deliverables associated with the FRA Grant/Cooperative Agreement are listed below. The DEPARTMENT must complete these deliverables to FRA's satisfaction in order to be authorized for FRA funding reimbursement and for the Project to be considered complete.

	2019					2020					2021					2022																			
	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N
<b>TASK 1</b>																																			
1 Detailed Project Work Plan, Budget, and Schedule																																			
2 Project Agreements																																			
<b>TASK 2</b>																																			
3 Agency and Stakeholder Involvement Plan																																			
4 Scoping Report																																			
5 Technical Memo on Service Planning																																			
6 Definition of Alternatives Report																																			
7 Conceptual Engineering																																			
<b>TASK 3</b>																																			
8 Draft Service Development Plan																																			
9 Final Service Development Plan																																			
10 Final Performance Report																																			

**F. PROJECT ESTIMATE/BUDGET**

The total estimated cost of the Project Study is \$6 million, for which the FRA grant will contribute up to 50% of the total cost, not to exceed \$3 million; the other \$3,000,000 (50%) will be equally shared by the DEPARTMENT, CHICAGO DOT, and METRA at \$1,000,000 each. While this scope meets the NOFA requirements, the results of the study will be of benefit to a number of other corridors and initiatives in the Chicago region, including Chicago-St. Louis Corridor, Chicago Union Station, CREATE, and others. Any additional expense required beyond that provided in this Agreement to complete the Project shall be jointly borne by the PARTIES, by AMENDMENT.

**Project Estimate by Task**

Task No.	Task Name	FRA Funds	Match Provided by Illinois DOT	Match Provided by Chicago DOT	Match Provided by Metra	Total Cost
1	Detailed Work Plan, Budget, and Schedule	\$ 200,000.00	\$ 66,666.66	\$ 66,666.67	\$ 66,666.67	\$ 400,000.00
2	Preliminary Service Planning and Alternatives	\$1,050,000.00	\$ 350,000.00	\$ 350,000.00	\$ 350,000.00	\$2,100,000.00
3	Service Development Plan	\$1,750,000.00	\$ 583,333.34	\$ 583,333.33	\$ 583,333.33	\$3,500,000.00
<b>Total Project Cost</b>		<b>\$3,000,000.00</b>	<b>\$1,000,000.00</b>	<b>\$1,000,000.00</b>	<b>\$1,000,000.00</b>	<b>\$6,000,000.00</b>

## Project Estimate – Not to Exceed Contributions

<b>Funding Source</b>	<b>Project Not to Exceed Contribution Amount</b>	<b>Percentage of Total Project Cost</b>
FRA Funds	\$3,000,000.00	50.00%
Match Provided by Illinois DOT (State Funds)	\$1,000,000.00	16.67%
Match Provided by AGENCY: Chicago DOT	\$1,000,000.00	16.67%
Match Provided by AGENCY: Metra	\$1,000,000.00	16.67%
<b>GRAND TOTAL</b>	<b>\$6,000,000.00</b>	<b>100.00%</b>

The DEPARTMENT will prepare the detailed Project budget as outlined in Task 1 which, when approved by FRA, will constitute the Approved Project Budget. Any revisions to the Approved Project Budget shall be made in compliance with the FRA Cooperative Agreement upon mutual agreement by the PARTIES.

### **G. PROJECT COORDINATION**

The DEPARTMENT shall perform all tasks required for the Project through a coordinated process, which will involve affected railroad owners, operators, and funding partners, including:

- AGENCY: Chicago DOT
- AGENCY: Metra
- Michigan DOT
- Indiana DOT
- Amtrak
- CREATE Program Partners
- All Class 1 and short line railroads serving the Chicago Terminal area
- FRA

### **H. PROJECT MANAGEMENT**

The DEPARTMENT is responsible for facilitating the coordination of all activities necessary for implementation of the Project. Upon award of the Project, the DEPARTMENT will monitor and evaluate the Project's progress through regular progress meetings scheduled throughout the Project's duration. The DEPARTMENT will:

- Participate in a project kickoff meeting with FRA
- Complete necessary steps to hire a qualified consultant/contractor to perform required Project work
- Hold regularly scheduled Project meetings with FRA
- Inspect and approve work as it is completed
- Review and approve invoices as appropriate for completed work
- Perform Project close-out audit to ensure contractual compliance and issue close-out report
- Submit to FRA all required Project deliverables and documentation on-time and according to schedule, including periodic receipts and invoices
- Comply with all FRA Project reporting requirements, including, but not limited to:
  - a. Status of project by task breakdown and percent complete
  - b. Changes and reason for change in project's scope, schedule and/or budget
  - c. Description of unanticipated problems and any resolution since the immediately preceding progress report
  - d. Summary of work scheduled for the next progress period
  - e. Updated Project schedule
- Extensive coordination with host railroads and various corridor planning initiatives is expected

**I. AGENCIES RESPONSIBILITIES**

The AGENCIES hereby agree as follows:

1. To reimburse the DEPARTMENT for the AGENCY share of the costs incurred in connection with the Project as herein identified upon receipt of progressive billings supported by documentation as required by the AGENCIES; and
2. To provide assistance, guidance, and timely reviews of deliverables identified herein to the DEPARTMENT during the entire duration of the Project.

**PART 6  
COMPENSATION FOR SERVICES**

The total estimated cost of the Project Study is \$6 million, for which the FRA grant will contribute up to 50% of the total cost, not to exceed \$3 million. Any additional expense required beyond that is provided in this Agreement to complete the Project shall be jointly borne by the Parties, by AMENDMENT. Parties' share of the additional expenditure must be in proportion to the funding contributions in this AGREEMENT.

**PROJECT ESTIMATE – NOT TO EXCEED CONTRIBUTIONS**

<b>Funding Source</b>	<b>Project Not to Exceed Contribution Amount</b>	<b>Percentage of Total Project Cost</b>
FRA Funds	\$3,000,000.00	50.00%
Match Provided by Illinois DOT (State Funds)	\$1,000,000.00	16.67%
Match Provided by AGENCY: Chicago DOT	\$1,000,000.00	16.67%
Match Provided by AGENCY: Metra	\$1,000,000.00	16.67%
<b>GRAND TOTAL</b>	<b>\$6,000,000.00</b>	<b>100.00%</b>

**PROJECT ESTIMATE BY TASK**

<b>Task No.</b>	<b>Task Name</b>	<b>FRA Funds</b>	<b>Match Provided by Illinois DOT</b>	<b>Match Provided by Chicago DOT</b>	<b>Match Provided by Metra</b>	<b>Total Cost</b>
1	Detailed Work Plan, Budget, and Schedule	\$ 200,000.00	\$ 66,666.66	\$ 66,666.67	\$ 66,666.67	\$ 400,000.00
2	Preliminary Service Planning and Alternatives	\$1,050,000.00	\$ 350,000.00	\$ 350,000.00	\$ 350,000.00	\$2,100,000.00
3	Service Development Plan	\$1,750,000.00	\$ 583,333.34	\$ 583,333.33	\$ 583,333.33	\$3,500,000.00
<b>Total Project Cost</b>		<b>\$3,000,000.00</b>	<b>\$1,000,000.00</b>	<b>\$1,000,000.00</b>	<b>\$1,000,000.00</b>	<b>\$6,000,000.00</b>

**PART 7**  
**CERTIFICATION REGARDING LOBBYING**  
(49 CFR PART 20)

Certification for Contracts, Grants, Loans, and Cooperative Agreements  
(To be submitted with each bid or offer exceeding \$100,000)

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Date

Name and Title of Contractor's Authorized Official: \_\_\_\_\_

PART 8  
AGREEMENT AWARD NOTIFICATION

REQUIRED FOR ALL PROJECTS

Does this project receive Federal funds?      Yes                     No

Amount of Federal funds:       \$3,000,000  

Federal Project Number:       xxx  

Name of Project:       xxx  

CFDA Number\*, Federal AGENCIES, Program Title:       xxxx  

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

**ANNUAL CERTIFICATION FOR COMPLIANCE WITH FEDERAL OMB-CIRCULAR A-133**

NOTICE

- The certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending federal funds for this project. It does not apply to for-profit public or private entities.
- If 2 CFR Part 200, Subpart F, Section 200.501, Audit Requirements applies to your organization, submit the certification or a copy of your single audit to the DEPARTMENT at the end of your fiscal year for any fiscal year in which you expended any federal funds related to this contract.

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

In accordance with 2 CFR Part 200, Subpart F, Section 200.501, Audit Requirements, non-federal entities that expend \$750,000 or more in Federal awards in a year are required to have a single audit. The DEPARTMENT is required by federal law to obtain and review the single audit of all entities that had any federally participating funds pass through it, irrespective of the amount provided by the DEPARTMENT. It is the responsibility of the agencies expending Federal funds to comply with the requirements, and determine whether they are required to have a single audit performed.

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

1. If your AGENCIES expended \$750,000 or more in Federal awards from all sources, including other agencies, in a year, you are required to have a single audit performed, and submit a copy of the report to the DEPARTMENT within the earlier of 30 days after completion of the single audit or no more than nine months after the end of your fiscal year end.
2. If your AGENCIES expended less than \$750,000 in Federal awards from all sources, including other agencies, in any fiscal year for which you expended funds for project costs, and were not required to conduct a single audit, you must complete and return the certification statement.
3. If your AGENCIES receive multiple awards from the DEPARTMENT, only one annual submittal of this information is required.

Please submit a copy of your single audit or the Single Audit Not Required Certification to:

Illinois Department of Transportation  
Audit Coordination Section, Rm. 303  
2300 South Dirksen Parkway  
Springfield, IL 62764

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

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 2 CFR Part 200.

Additional information which should be submitted:

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

For your convenience, you may also submit the information via email to [DOT.AuditReview@illinois.gov](mailto:DOT.AuditReview@illinois.gov) or via fax at 217/782-5634. If you have any questions, please contact the Audit Coordination Section at 217/782-6041.



NOTICE

- **Do not submit this certification to IDOT with your signed contract.**
- This certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending federal funds for this project. It does not apply to for-profit public or private entities.
- If OMB Circular A-133 applies to your organization, this certification or a copy of your OMB A-133 single audit must be submitted to IDOT at the end of your fiscal year for any fiscal year in which you expended any federal funds related to this contract.

Single Audit Not Required Certification

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Subrecipient Contact Information

Subrecipient: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ Phone No. \_\_\_\_\_

\_\_\_\_\_  
Fax No. \_\_\_\_\_

Fiscal Year End: \_\_\_\_\_

Email address: \_\_\_\_\_