

**AGREEMENT FOR SERVICES
EAST-WEST GATEWAY COUNCIL OF GOVERNMENTS
AND
CONSULTANT**

THIS AGREEMENT ("Agreement") is made and entered into by East-West Gateway Council of Governments, the metropolitan planning organization and council of governments for the bi-state St. Louis region formed under and governed by the laws of the State of Missouri, located at 1 S. Memorial Dr., St. Louis, Missouri 63102 (the "Council") and _____, a _____ formed under the laws of the State _____ and registered to do business in the State of Missouri, located at _____ ("_____") (together the "Parties").

WITNESSETH:

WHEREAS, the Council is party to grants from the U.S. Department of Transportation through the Federal Transit Administration and the Federal Highway Administration (all together "DOT") under 23 U.S.C §§ 104(f) and 134 and 49 U.S.C. § 5303, which are administered by the Illinois Department of Transportation ("IDOT"); and

WHEREAS, under these grants the Council performs transportation planning services for the St. Louis metropolitan area as part of the Council's Fiscal Year 2018 Unified Planning Work Program ("UPWP"); and

WHEREAS, the Council has determined that, as part of UPWP Work Element 2.12, it will implement a planning project in the City of Collinsville, Illinois (the "Project"); and

WHEREAS, the City of Collinsville, Illinois ("Collinsville" or the "Project Sponsor") has agreed to participate in and support the Project; and

WHEREAS, IDOT will make funds from DOT available to the Council so that the Council can conduct these services; and

WHEREAS, on _____ Consultant provided a submittal in response to the Council's request for _____ to provide _____; and

WHEREAS, the Council accepted Consultant's _____ and desires to hire Consultant to provide these services for the Council.

NOW, THEREFORE, for good and valuable consideration the Parties agree as follows:

1. Engagement of Consultant & Scope of Services. The Council engages Consultant and Consultant shall perform the services as set forth in this Agreement and designated to Consultant in the Appendix I: Scope of Work ("Appendix I"), which is attached to this Agreement and is incorporated by reference and made a part of this Agreement. Consultant shall perform the services described in Appendix I in a professional and technical manner, consistent with lawful procedures and standards that govern persons performing similar services, and in compliance

with applicable local, state, and federal laws.

2. Performance Period.

- a. The performance period for this Agreement begins upon _____ and ends no later than _____, unless:
 - i. the performance period is extended through mutual agreement of the Parties and the extension is requested and approved in accordance with Paragraph 9, or
 - ii. this Agreement is terminated.
- b. Consultant understands that the Council's grant funding period imposes strict time constraints for the project and that Consultant's failure to make reasonable progress on the project during the performance period defined in Paragraph 2, Part (a) will be considered a material breach of this Agreement and the Council may suspend or terminate this Agreement without penalty to the Council.
- c. Consultant shall notify the Council immediately if it will not complete its services within the performance period, but under no circumstances may Consultant notify the Council any later than thirty (30) calendar days before the expiration of the performance period. All notices provided under this Paragraph 2, Part (c) must be completed in accordance with Paragraph 15, Part (b).
- d. Consultant shall liquidate all obligations incurred under this Agreement no later than fifteen (15) calendar days after Consultant receives final payment from the Council.
- e. Consultant shall not incur costs or obligate federal funds after the performance period end date noted in Paragraph 2, Part (a) for any purpose without first obtaining the Council's express written consent.

3. Compensation, Audits & Taxes.

- a. *Compensation.*
 - i. This is a firm fixed price, milestone payment based agreement; with payments to be made based upon milestone completion. The payments issued by the Council to Consultant will be for the milestones described in Appendix II: Milestone Payment Schedule ("Appendix II"), which is attached to this Agreement and is incorporated by reference and made a part of this Agreement. The Council shall pay Consultant an amount not to exceed a total of _____ dollars (\$____.00); with each milestone having a ceiling as specified in Appendix II. ***The payments issued by the Council under this Agreement will be for only completed milestones, and, except as stated in Paragraph 10, Part (c)(vi), payments for partial milestones completed or percent work completed are not authorized.***

- ii. Unless approved by the Council in writing and in advance, Consultant is responsible for any or all of the costs noted in this Paragraph 3, Parts (a)(ii)(1) – (3). The Council may take appropriate action against Consultant to ensure that ineligible costs, unallowable costs, or unauthorized costs are not continually incurred, including, but not limited to, suspending or terminating this Agreement. The Council is not obligated to pay for or to count toward the calculation of the completion of any milestone any of the following:
1. costs incurred for any reason after the performance period ends,
 2. costs incurred for any reason for unauthorized tasks, milestones, services, etc., or
 3. costs incurred for any reason by subcontractors, subconsultants, consultants, vendors, etc. when Consultant procured / purchased the services or goods without adhering to the requirements stated in Paragraph 4.
- iii. Consultant shall submit a written invoice to the Council no more often than once per month and by the fifteenth (15th) day of each month, excluding weekends and federal holidays. Consultant shall submit its invoice to the Council via mail to the address provided in Paragraph 3, Part (a)(v). Consultant's invoice package must, at a minimum, include:
1. An invoice that includes all of the information shown on the Sample Invoice, attached to this Agreement as Attachment 1. Consultant may use its own invoice format; however, the invoice must include all of the required information and the format must be approved by the Council in advance of Consultant submitting its first bill.
 2. If applicable, a "Subcontractor Payment Tracking Form," which will be provided to Consultant in an editable format and is attached to this Agreement. This form must be cumulative; meaning it must list every subcontractor invoice submitted to Consultant and payment made by Consultant throughout the course of the project.
 3. A progress report, if the progress report has not already been submitted. The progress report must include the information specified in Paragraph 6, Part (c). ***If the Council has not received a progress report for each reporting period, then the Council will not process Consultant's invoice unless and until Consultant brings the progress reporting up to current.***
- iv. The Council may, in its sole discretion, waive any of the requirements listed in Paragraph 3, Part (a)(iii) or may request additional back-up documentation or information.

- v. Consultant shall submit each invoice to the address listed below. Unless specifically requested or authorized by the Council, the Council will not accept electronic, e-mailed, or faxed invoices.

Accounts Payable
East-West Gateway Council of Governments
1 S. Memorial Drive, Suite 1600
St. Louis, MO 63102

- vi. **Consultant shall submit a final invoice to the Council no later than ____.** **Consultant shall clearly mark the invoice with the words "Final Invoice".** Along with the final invoice, Consultant shall submit the "Title VI Questionnaire Post-Contracting Stage – Third Party Contractor." Consultant understands that it is within the Council's sole discretion to pay the final invoice if it is received after the ____ deadline or if the required Title VI questionnaire is not submitted to the Council. If Consultant needs an extension of the final invoice submission deadline, then Consultant shall submit a written request to the Council's point of contact identified in Paragraph 15, Part (a)(i)(1). Consultant's request for an extension of the final invoice deadline must be submitted to the Council at least ten (10) days, excluding weekends and federal holidays, in advance of the deadline. Consultant's request must be submitted in accordance with Paragraph 9.
- vii. Consultant understands that its failure to submit timely invoices or its failure to submit the final invoice by the date stated in Paragraph 3, Part (a)(vi) may result in the Council:
1. withholding payments,
 2. denying payment for the invoiced amount,
 3. terminating this Agreement, or
 4. seeking other remedies available to the Council.
- viii. Upon receipt of a timely invoice from Consultant, the Council shall complete a review of the invoice and make a determination as to whether all of the work associated with the milestone(s) was completed. Upon completing its review, the Council will request payment from the funding agency. Promptly after receipt of funds from the funding agency for each invoice, the Council shall make payment to Consultant for the amount of the approved invoice. At a minimum, the Council will make payment to Consultant no later than thirty (30) calendar days after receipt of the funds from the funding agency.
- ix. In no case will the Council make a payment to Consultant until the Council has reviewed the work completed and found it to be in conformance with the terms of this Agreement. The Council will not withhold payments to Consultant for the Council's failure to complete a timely review of Consultant's completion of the milestone(s). Consultant understands that its failure to submit the required progress report or its failure to submit the invoice in the proper format will delay the review process and the Council is not obligated to pay for any costs,

services, milestones, etc. that are not substantiated by the progress report or any invoices that are not submitted in the proper format or submitted by the required due dates. Any payment to Consultant is contingent upon the Council receiving the funds from the funding agency for the performance of the work defined in Appendix I.

- x. Consultant understands that the review and payment period noted in Paragraph 3, Part (a)(viii) is contingent upon Consultant and its subcontractors responding to the Council's request for additional information or documentation in a timely manner, and that if Consultant does not respond timely to the Council's requests, then the Council's review or payment process may be delayed and the Council will not suffer any penalty because of these types of delays.

- xi. **Prompt Payment.**

- 1. If applicable, Consultant shall pay each subcontractor for the satisfactory performance of the subcontractor's contract no later than thirty (30) calendar days from Consultant's receipt of each subcontractor's invoice. Consultant may not delay or postpone payment to a subcontractor without good cause and without first obtaining the Council's prior written approval. This clause applies to both disadvantaged business enterprise and non-disadvantaged business enterprise subcontractors.
- 2. If applicable and as indicated in Paragraph 3, Part (a)(iii)(4), Consultant shall submit with each invoice the "Subcontractor Payment Tracking Form" that demonstrates when payments are made to subcontractors for the project.
- 3. If applicable and if Consultant fails or refuses to comply with the terms of Paragraph 3, Parts (a)(xi)(1) and (2), then the Council will issue an order stopping payment or an order stopping work under this Agreement until Consultant has made satisfactory corrective action. Consultant's failure to take corrective action will be considered a breach of contract and the Council may take appropriate action against Consultant up to and including terminating this Agreement for default.

- b. *Audits / Project Review Findings.* In the event that an audit or a project review finds that any of Consultant's costs charged during the performance period are ineligible, unallowable, or both and these costs have been paid by the Council, Consultant shall return to the Council all dollar amounts paid to Consultant for the ineligible costs, the unallowable costs, or both, plus an amount due for any interest that is charged to the Council by the funding agency for the ineligible costs, the unallowable costs, or both.
- c. *Taxes.* Consultant is responsible for ensuring that it, and any of its subcontractors, fully comply with all applicable federal, state, and local (i.e. St. Louis City) tax laws and Consultant will properly report all monies received under this Agreement and payments Consultant makes to any subcontractor with regard to the services performed under the terms of this Agreement. Consultant understands that if it provides services within the

City of St. Louis, Missouri ("City") it may be subject to the City's earnings tax and agrees that it will take the steps necessary to track and report the amount (in dollars) of services Consultant provided in the City. Upon the Council's request, Consultant shall provide to the Council the information that the Council needs to complete Form E-6 (St. Louis City) that is due each year. Further, Consultant shall hold the Council harmless for any taxes, penalties, attorney's fees, or any other cost imposed upon Consultant or its subcontractor because of Consultant's failure to properly report payments received or payments made.

4. Personnel and Subcontracting & Purchases / Procurement.

a. *Personnel and Subcontracting.*

- i. Consultant represents that it has, or will secure, all personnel required in performing the services under this Agreement. Consultant shall either perform or supervise all of the services required under this Agreement. Consultant is responsible for the satisfactory completion of all services, including those services performed by Consultant's subcontractors.
- ii. All of Consultant's personnel, including subcontracted personnel, engaged in the work must be fully qualified and must be authorized or permitted under state and local law to perform the services described in Appendix I.
- iii. The Council has approved the assignment of the key personnel to complete the work described in Appendix I. The key personnel were identified in the proposal submitted by Consultant on _____. Consultant may not assign new or make any changes to the key personnel without first informing the Council in writing and securing the Council's written consent to the change. Consultant's written notification must be submitted as specified in Paragraph 15, Part (c).
- iv. The Council has approved the subcontractor(s) listed in this Paragraph 4, Parts (a)(iv)(1) – (2). Other than these subcontractors, Consultant is prohibited from engaging any other subcontractor, subconsultant, or vendor to perform any services or provide any goods under this Agreement without first following the procedures described in Paragraph 4, Part (b).
 1. _____.
- v. If applicable, Consultant may not change the subcontractors assigned to the project or change in any way the work assigned to the approved subcontractors without first obtaining the Council's prior written approval of the Council. The methods for obtaining the Council's approval are described in Paragraph 9.
- vi. If applicable, prior to executing any subcontract, Consultant shall submit to the Council a copy of each subcontract so that the Council may review and approve the subcontract format and content. If a change in a subcontractor's services or compensation is needed, then Consultant shall submit a change request to the Council for review and approval. Consultant may not implement the change until the Council provides its express written approval. The procedures for requesting this type of change is described in Paragraph 9.

- vii. The Council is not an employer of any personnel hired by Consultant to perform the services described in Appendix I. Consultant is fully responsible for:
 - 1. paying any salaries, fringe benefits, unemployment insurance, or workers' compensation,
 - 2. ensuring that any local taxes, state taxes, and federal taxes are properly withheld from its personnel's pay, and
 - 3. complying with local, state, and federal reporting requirements that govern compensation and taxation.

b. *Purchases / Procurement.*

- i. Except as noted in Paragraph 4, Part (b)(v), Consultant may not undertake the purchase / procurement of any services or any goods without the Council's prior written approval. The procedures for obtaining the Council's approval are described in Paragraph 9.
- ii. In addition to its common meaning, "purchase / procurement" also means the hiring of any individual or firm to complete any services or to provide any goods. The meaning of purchase / procurement does not include the hiring of employees to complete services under this Agreement. The term "employees" will have the same meaning as indicated in Section 285-500 *et seq.* RSMo.
- iii. This Paragraph 4, Part (b) applies to purchases / procurement that are conducted by any one or combination of Consultant, Consultant's designees, or Consultant's subcontractors.
- iv. This Paragraph 4, Part (b) applies to Consultant purchases / procurement that are made with any type of purchasing method or mechanism.
- v. In the case of printing, binding, or related services, Consultant is not required to obtain the Council's prior written approval, but Consultant shall retain the procurement documents (i.e. quotes, bids, etc.) and provide the Council with copies of these documents upon the Council's request.
- vi. If an item of cost is not included in Consultant's approved budget, then Consultant may not engage in any purchase / procurement of that item of cost unless and until Consultant notifies the Council of its need to make a purchase / procurement and the Council modifies Consultant's budget. All budget changes must be requested and approved in accordance with Paragraph 9, and it is within the Council's sole discretion to approve any Consultant request for budget modifications.
- vii. Consultant (including any authorized subcontractors) shall use federally compliant, competitive procurement procedures to purchase any services or goods under this Agreement. These procedures are defined in the Federal Acquisition Regulations ("FAR") and DOT Guidelines.
- viii. Except as noted in Paragraph 4, Part (b)(v), all purchases / procurements, whether competitive or non-competitive, must be reviewed and approved by

the Council in advance of the final selection and retention of a contractor or vendor to provide any services or goods for the project.

- c. If Consultant fails to adhere to the requirements in this Paragraph 4, then the Council may undertake any one or combination of the actions noted in Paragraph 10, Part (b).

5. Liability & Insurance Coverage.

- a. **Liability.** To the extent allowed or imposed by law and except as described in Paragraph 5, Part (a)(i), Consultant shall defend, indemnify, and hold harmless the Council including its members and employees, from any claim, suit, liability, damage, loss, or cost (including, but not limited to, attorney's fees and litigation costs) arising out of or relating to the work performed under this Agreement. Consultant's obligation under this Paragraph 5, Part (a) is limited to any claim, liability, damage, loss, or cost that is sustained by the Council or any other person or entity for economic injury, intellectual property infringement, property damage, property destruction, or any bodily injury (including, but not limited to, death) and to the extent that the claim arises from or is caused by Consultant's breach of or default in the terms of this Agreement, the negligence, errors, omissions, or willful misconduct of Consultant, Consultant's employees, affiliated corporations, or subcontractors in connection with the work performed under the terms of this Agreement.
 - i. **Limitation on Liability.** Consultant shall not be liable for any claim, suit, liability, damage, loss, or cost (including, but not limited to, attorney's fees and litigation costs) that is sustained by the Council or any other person or entity for economic injury, intellectual property infringement, property damage, property destruction, or any bodily injury (including, but not limited to, death) to the extent that the claim arises from or is caused by: (1) the Council's change or modification to the Work Products provided by Consultant; or (2) the Council's reuse of the Work Products for purposes not anticipated by this Agreement. The term "Work Products" is defined in Paragraph 7, Part (a)(iv).
 - ii. **Notification and Cooperation.** Both Parties shall promptly notify each other upon the party's receipt of a notice of a claim described in Paragraph 5, Part (a). This notification must be provided in accordance with Paragraph 15, Part (b). The Council shall cooperate with Consultant in Consultant's efforts to defend, indemnify, or hold harmless the Council as each is described in Paragraph 5, Part (a); however, the Council's cooperation does not preclude the Council from securing and undertaking its own defense if Consultant fails to properly defend the Council.
- b. **Insurance Coverage.**
 - i. **Commercial and Auto Insurance.** Consultant shall carry, and shall cause its subcontractors to carry, commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and shall name the Council as an additional insured. The current minimum required insurance coverage amounts are as follows:

1. **Commercial General Liability Insurance (combined single limit):**
*\$3,000,000 aggregate limit and
\$1,000,000 per occurrence*
 2. **Commercial Automobile Liability Insurance, Hired and Non-Owned Vehicles (combined single limit):**
\$1,000,000 each accident
 - ii. **Professional Liability Insurance.** Consultant shall carry, and shall cause its engineering / architecture subcontractors to carry, professional liability insurance from a company authorized to issue insurance in Missouri to protect it from claims that may arise from the negligent acts, errors, or omissions of Consultant or its subcontractors in connection with the work performed under this Agreement. The minimum amount of professional liability insurance coverage is \$1,000,000 per claim and in the aggregate.
 - iii. **Workers' Compensation Insurance.** Unless exempted under law, Consultant shall carry insurance in the amount stipulated by law to protect Consultant from claims under workers' compensation acts. If Consultant claims an exemption from this legal requirement, then Consultant shall submit to the Council proof that Consultant is exempt from this requirement under the law.
 - iv. Prior to beginning any work under this Agreement, Consultant shall, for both itself and for each of its subcontractors, provide the Council with written proof of insurance coverage and the additional insured status of the Council. Consultant shall also, upon written request, provide the Council written copies of its commercial general liability insurance (including any umbrella policy), commercial automobile liability insurance, or professional liability insurance policies.
 - v. Consultant shall notify the Council in writing within seven (7) calendar days of receiving notices that any of its, or its subcontractors', insurance policies have been reduced, terminated, or cancelled (even in part) for any reason.
 - c. In no event will the language of this Paragraph 5 constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal or state constitution or by federal or state law.
6. **Required Reports.**
- a. **Title VI Questionnaires.** Upon execution of this Agreement, Consultant shall submit to the Council the "Title VI Questionnaire: Pre-Contracting Stage, Third-Party Contractor." Consultant shall also submit to the Council the "Title VI Questionnaire: Post-Contracting Stage, Third-Party Contractor" along with Consultant's final invoice.
 - b. **D/S/W/MBE Participation Reporting Form.** Consultant shall submit to the Council the D/S/W/MBE reporting form ("Appendix III"), which is attached to this Agreement. Consultant shall submit this form to the Council at two (2) points during the

performance period. The due dates for these reports are no later than April 15th and October 15th, of each year during the performance period; however, if the performance period ends before one of these due dates, then Consultant shall submit the report with its final invoice.

- c. *Monthly Progress Reports.* Consultant shall submit a progress report to the Council at least one (1) time per month and by the fifteenth (15th) day of the month, excluding weekends and federal holidays. Consultant shall submit its progress report via e-mail to both of the Council's points of contacts identified in Paragraph 15, Part (a)(i). The information required for the progress report is shown in the example progress report that attached to this Agreement as Attachment 2. The Council will make Attachment 2 available to Consultant in an editable format. Consultant may use its own progress report format; however, the progress report must include all of the required information and the format must be approved by the Council in advance of Consultant submitting its first report. **Note that the percent project completion, percent milestone completion, and the percent task completion reported must be based upon actual work completed and must not be based upon dollars expended or costs incurred.**
- d. *Violations.* Consultant must report / disclose to the Council in writing all violations of federal or state criminal law involving fraud, bribery, or gratuity affecting this Agreement. Consultant's written report / disclosure must be provided to the Council no later than fourteen (14) calendar days after Consultant is made aware of the violation.
- e. If Consultant fails to comply with the terms of this Paragraph 6, then the Council may take action against Consultant as the actions are described in Paragraph 10, Part (b).

7. Ownership of Work Products & Intangible Property.

- a. *Ownership of Work Products.*
 - i. **The Council's Ownership of Work Products.** The making of payments by the Council to Consultant will vest in the Council title to the Work Products created by Consultant under this Agreement up through the time the Council makes the payment to Consultant. Consultant shall deliver these Work Products to the Council on schedule and each will become the sole property of the Council upon payment.
 - ii. **The Council's Use of Work Products.** All Work Products created under this Agreement will be available for use by the Council without restriction or limitation on its use, without further payments to Consultant. This use will include but is not limited to: displaying, reproducing, distributing, and permitting others (i.e. IDOT, DOT, Collinsville, etc.) to use the Work Products created under this Agreement. The Council shall credit Consultant in print when the Council uses the Work Products provided by Consultant (e.g., Report Produced by Consultant).
 - iii. **Consultant's Limited License to Work Products.** Consultant retains a limited license to use the Work Products created under this Agreement, to include, using the Work Products as examples of prior work (i.e. when Consultant is

bidding on another contract) or to support other similar types of work. Consultant cannot undertake other uses without the Council's express written approval. Consultant's limited license expressly excludes the use of the Work Products for marketing or advertising purposes.

- iv. **Definitions.** As the term is used in this Agreement, "Work Product(s)" mean(s) each deliverable that is created by Consultant or any member of Consultant's team, when the deliverable is created under the terms of this Agreement, and includes draft deliverables and any component of a deliverable. This definition applies to deliverables in whatever form or format each may be created. The term "created," in addition to its common definition, means the production of Work Products by any method or mechanism.

b. *Intangible Property.*

- i. **Copyrights.** Under 2 CFR Part 200 § 200.315 (b), DOT reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to reproduce, publish or use, for Federal Government purposes, the copyright in any work developed under this Agreement and any rights of copyright to which Consultant purchases ownership with the funds, whether in whole or in part, under this Agreement. Unless broader rights are granted elsewhere in this Agreement, the Council, at a minimum, reserves the same license that is granted to DOT under this Paragraph 7, Part (b)(i).
- ii. **Patents.** In the event that the work Consultant completes under this Agreement results in a discovery or an invention or a discovery or invention arises or is developed during the course of the Agreement, then Consultant shall comply with all relevant federal laws, regulations, executive orders, or memorandums that pertain to the Federal Government's rights with regard to inventions or discoveries that arise from, are developed during the course of, or are created under an agreement supported in whole or in part with federal funds. Specifically, Consultant will adhere to the Bayh-Dole Act, 35 U.S.C. §§ 200 *et seq.*, as amended, and implementing regulations at 37 CFR Part 401 and other federal regulations found at 2 CFR Part 200 § 200.315 (c). Consultant shall promptly report inventions or discoveries to the Council, but in no event shall Consultant make this report later than seven (7) calendar days after a report is required; this report must be made in accordance with Paragraph 15, Part (b). Consultant shall cooperate fully with the Council or DOT as it pertains to the Federal Government determining its rights to any patentable materials or items. As stated in 37 CFR Part 401.14, at a minimum, DOT reserves a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world. Unless broader rights are granted elsewhere in this Agreement, the Council, at a minimum, reserves the same license that is granted to DOT under this Paragraph 7, Part (b)(ii).
- iii. **Other Data.** DOT has the right to obtain, reproduce, publish, or otherwise use the data produced under this Agreement and to authorize others to receive,

reproduce, publish, or otherwise this data for Federal Government purposes. Unless broader rights are granted elsewhere in this Agreement, the Council, at a minimum, reserves the same right that is granted to DOT under this Paragraph 7, Part (b)(iii). As described in 2 CFR Part 200 § 200.315 (e), Consultant is required to provide to the Council, DOT, or any of these entities' duly authorized representatives a copy of research data produced under this Agreement.

8. Disclosure of Project Information and Work Products & Publication Requirements.

- a. *Disclosure of Project Information and Work Products.* Consultant shall not disclose in any way, or permit to be disclosed in any way: any information related to its work, the Work Products it created as part of the project, or the results of the work contemplated by this Agreement. If Consultant wishes to disclose any of these, then it shall first notify the Council and obtain the Council's express written consent. This Paragraph 8, Part (a) is applicable only to disclosure of project information, Work Products, and results to any person who or entity that is not a part of the project. Members of the project team, the Council's staff, or members of the committee overseeing the project will be considered "part of the project team."
- b. *Publication Requirements.*
 - i. Consultant shall submit any and all Work Products to the Council in advance of any publication of a Work Product and shall obtain the Council's written approval of the Work Product before the Work Product is published for any purpose other than the Council's or project team's internal review of the item. Consultant shall seek the Council's approval by following the methods described in Paragraph 9, Part (b).
 - ii. **Disclaimer Required.** Consultant shall ensure that each Work Product created under this Agreement includes the proper disclaimers when the Work Product is intended for public consumption, as public consumption is defined in Paragraph 9, Part (b)(iii). The Council will direct Consultant as to which disclaimers must be included in the Work Product and the content of the disclaimers; however, the disclaimers noted in Paragraph 8, Parts (b)(ii)(1) – (5) are examples of the types of language that Consultant must use.
 1. "This publication was produced with the cooperation of Consultant, East-West Gateway Council of Governments, the U.S. Department of Transportation (FHWA and FTA), and the Illinois Department of Transportation. The work that provided the basis of this publication was supported, in part, by a grant provided from the U.S. Department of Transportation through the Illinois Department of Transportation."

2. "This publication was supported, in part, by a grant provided from the U.S. Department of Transportation through the Illinois Department of Transportation. The opinions, findings, and conclusions expressed in this publication are those of the authors and not necessarily those of East-West Gateway Council of Governments, the Illinois Department of Transportation, the Federal Highway Administration, or the Federal Transit Administration."
 3. "This publication was funded, in part, through a grant from the U.S. Department of Transportation through the Illinois Department of Transportation."
 4. "East-West Gateway Council of Governments (EWGCOG) hereby gives public notice that it is the policy of the agency to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, Executive Order 12898 on Environmental Justice, and related statutes and regulations in all programs and activities. Title VI requires that no person in the United States of America, on the grounds of race, color, sex, or national origin, shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which EWGCOG receives federal financial assistance. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with EWGCOG. Any such complaint must be in writing and filed with EWGCOG's Title VI Coordinator within one hundred eighty (180) calendar days following the date of the alleged discriminatory occurrence. For more information, or to obtain a Title VI Nondiscrimination Complaint Form, please see EWGCOG's website at www.ewgateway.org/about-us/what-we-do/title-vi/ or call (314) 421-4220 or (618) 274-2750."
 5. "EWGCOG fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to obtain a Title VI Nondiscrimination Complaint Form, see www.ewgateway.org/about-us/what-we-do/title-vi/ or call (314) 421-4220 or (618) 274-2750."
- c. The Council is not responsible for and will not pay for any costs associated with correcting, reproducing, re-printing a Work Product when the need for correcting, reproducing, or re-printing is caused by Consultant's failure to obtain the Council's written authorization before publishing the Work Product. Consultant shall, at Consultant's own expense, correct, reproduce, or re-print any Work Products that were publicized, produced, or printed without the Council's prior authorization.
 - d. The terms of this Paragraph 8 will apply to all information, Work Products, and results of the work produced under this Agreement, in whatever form or format these items were created. The term "publication," including all tenses of this word, means making a Work Product available to any person or entity that is not part of the project team and for purposes other than review or edit. Publication applies to any type of disclosure or

publication method including electronic methods. The terms “Work Products” and “created” have the meaning expressed in Paragraph 7, Part (a)(iv).

9. Changes & Approvals. Certain changes to the performance period (as stated in Paragraph 2), Appendix I, Appendix II, or other changes to this Agreement must be requested and approved as stated in this Paragraph 9.

a. *Changes.*

- i. Except as noted in Paragraph 9, Part (a)(iii), any Consultant request for changes must be submitted to the Council in advance of the change taking effect. Changes include, but are not limited to: changing the scope of services; lengthening or shortening the performance period; changing subcontractors; changing the work assigned to subcontractors; or reallocating a subcontractor’s budget. The Council will consider Consultant’s after the fact changes on a limited basis and it is within the Council’s sole discretion whether to consider or approve Consultant’s after the fact changes.
- ii. In order to request a change to the performance period or Appendix I Consultant shall submit, via mail or e-mail, to the Council’s point of contact designated in Paragraph 15, Part (a)(i)(1) a written letter, on letterhead, signed, and dated, that contains:
 1. a clear description of the change requested and a rationale/justification for why the change is necessary,
 2. the proposed effective date of the change, and
 3. a copy of the revised Appendix I, if applicable.
- iii. Consultant must keep the Council’s point of contact designated in Paragraph 15, Part (a)(i)(2) informed, in writing (e-mail is acceptable), about changes to the project schedule, including deliverable due dates. If a change to the project schedule will result in Consultant not completing its work within the performance period specified in Paragraph 2, Part (a), then Consultant shall follow the procedures described in Paragraph 9, Part (a)(ii).
- iv. The Council will review Consultant’s change request and will send Consultant a written notice of its decision (either via mail or e-mail), and, if Consultant’s request is denied, will include an explanation of the Council’s decision.
- v. Except as noted in Paragraph 9, Part (a)(vi), any one or combination of the changes in listed in this Paragraph 9, Parts (a)(v)(1) – (4) must be effected through written amendments to this Agreement, signed by the duly authorized representative of each party.
 1. Any change to Appendix I, except as noted in Paragraph 9, Part (a)(iii).
 2. Reallocating a subcontractor’s budget.
 3. Any change to the performance period.
 4. A change to the total amount to be paid by the Council for the project.

vi. The Council may initiate changes to terms of this Agreement (including the performance period), Appendix I (including the project schedule or deliverable due dates), and Appendix II. Except as noted in Paragraph 9, Part (a)(vi)(1) and (2), the Council shall obtain Consultant's written assent to the change, either through a signed amendment or other written communication. Regardless of whether the Council has issued a signed amendment to Consultant or Consultant has provided a written communication to Council regarding its assent to the change, Consultant's assent to the change will be deemed given if, after the Council has communicated a change to Consultant, Consultant submits an invoice or other request for payment to the Council or Consultant accepts payment from the Council.

1. Certain minor changes to this Agreement may be initiated by the Council and do not require prior authorization or a written amendment to this Agreement. These changes include, but are not limited to, shifting funds between milestones, changes to the budget implemented by the Council during project close-out or processing final payment for the project, or changing the funding source for the project. In the event that the Council needs to implement these types of changes, the Council does not have to obtain Consultant's written assent in advance; however, the Council will notify Consultant of the change so that Consultant has the information for its records (e-mail notification is acceptable). It is within the Council's sole discretion to determine which minor changes to this Agreement require an amendment and which can be effected as stated in this Paragraph 9, Part (a)(vi). A change that will result in an increase in the total amount paid by the Council for the project is not a "minor change."

2. In the event that IDOT or DOT implement changes to the Council's grant agreement or grant budget, and these changes affect the terms of this Agreement, the Council will notify Consultant of the change and the change will take effect immediately upon the date provided in the Council's notification to Consultant. In the event of this type of change, the Council does not need to obtain Consultant's written assent to the change. The Council's notification will be in writing and will be sent to Consultant by letter, e-mail, or both.

b. *Approvals.*

i. Paragraph 8 requires that Consultant submit to the Council certain Work Products that are intended for public consumption. In order to request the Council's approval, Consultant shall submit to the Council's point of contact designated in Paragraph 15, Part (a)(i)(1) both of the items listed in this Paragraph 9, Parts (b)(i)(1) – (2). Consultant shall submit the request and items at least fourteen (14) calendar days in advance of the intended publication date.

1. A written request for approval, via e-mail.

2. A copy of the Work Product intended for public consumption, as applicable.
- ii. The Council will review Consultant's request and will notify Consultant, if the materials have been approved for publication. The Council's approval will be sent to Consultant in writing by letter, e-mail, or both. Consultant may not publish or otherwise publicize the materials without the Council's express written approval.
- iii. For purposes of this Agreement, "public consumption" means distribution (by any means) of a Work Product for purposes other than review and edit of the materials to any:
 1. individuals who are not employed by the Council,
 2. individuals who are not part of the project team, or
 3. entities that are not affiliated with the project.
- c. *Other Requests.* In the event that either party needs to seek approval for changes or other items that are not specifically noted in this Paragraph 9, the party shall submit its written request via e-mail to the other party's point of contact designated in Paragraph 15, Part (a)(i)(1) or (a)(ii)(1), as applicable. The party's request must include both a detailed description of the change or other item for which approval is sought and a rationale/justification for the request. The party receiving the request will notify the requesting party in writing (an e-mail notice is acceptable) of its decision.
- d. *Authorization to Approve Consultant's Requests.*
 - i. The Council has sole discretion to approve Consultant's requests, and this Paragraph 9 does not obligate the Council to approve Consultant's requests.
 - ii. The persons listed in this Paragraph 9, Parts (d)(ii)(1) – (3) are authorized by the Council to initiate or to approve Consultant's requests for changes or approvals.
 1. The Council's point of contact listed in Paragraph 15, Part (a)(i)(1).
 2. The Council's Executive Director.
 3. Other person authorized in writing by the persons listed in this Paragraph 9, Part (d)(ii)(1) or (2), when this authorized representative is indicated in writing to Consultant as having this authority.
 - iii. Consultant understands that the persons listed in this Paragraph 9, Parts (d)(iii)(1) – (3) are not authorized by the Council to initiate or to approve Consultant's requests for changes or approvals.
 1. The Council's project manager.
 2. The Council's point of contact identified in Paragraph 15, Part (a)(i)(2).
 3. Any other person not listed in Paragraph 9, Part (d)(ii).

10. Disputes, Remedies & Termination.

- a. *Disputes.* Any dispute concerning a question of fact arising under this Agreement that is not disposed of by the Parties' mutual agreement must be decided by the Executive Director, East-West Gateway Council of Governments, who shall mail or otherwise furnish a copy of its decision to Consultant. This decision will be final and conclusive unless Consultant mails or otherwise furnishes a written appeal concerning the question of fact to the Executive Director. Consultant shall submit its written appeal to the Council within thirty (30) calendar days of Consultant's receipt of a copy of the Executive Director's decision. The Executive Director shall arrange a formal hearing within fifteen (15) calendar days after the Executive Director's receipt of Consultant's appeal. The hearing officer must be a person mutually agreed upon by the Executive Director and Consultant. The hearing officer will send both Consultant and the Executive Director a notice that specifies the date, time, and place for the hearing. The hearing officer's notice must be sent not less than five (5) business days in advance of the hearing. At the hearing, Consultant and the Council will have the right to present witnesses and give evidence concerning the question of fact. The hearing officer shall give his decision to both Parties within five (5) business days of the close of the hearing. Pending final decision of an appeal to the Executive Director, Consultant shall proceed diligently with the performance of this Agreement. Nothing in this Paragraph 10, Part (a) will be construed as the Executive Director or hearing officer making final decisions regarding any questions of law. "Receipt" is defined in Paragraph 15, Part (b).
- b. *Remedies.* Where Consultant violates, breaches, or otherwise fails to comply with the terms of this Agreement, the Council, in its sole discretion, may:
- i. terminate or suspend this Agreement, in whole or in part,
 - ii. disallow all or part of the cost of the activity or action (including matching funds contributed to the activity) not in compliance with this Agreement,
 - iii. withhold payments to Consultant pending Consultant's correction of any deficiency,
 - iv. rescind payments made to Consultant if it is later determined that the payment was made for a cost or activity not in compliance with this Agreement,
 - v. recommend that the funding agency initiate suspension or debarment proceedings against Consultant,
 - vi. deem Consultant ineligible to receive any further contract awards from the Council until the deficiency is corrected, or
 - vii. pursue any other available legal or equitable remedy.

c. *Termination.*

- i. In accordance with this Paragraph 10, Part (c), the Council may, in its sole discretion, terminate the performance of services under this Agreement for default or convenience. The termination may be of the services as a whole or the services in part.
 1. Default, means Consultant commits any one or combination of the actions described in this Paragraph 10, Parts (c)(i)(1)(a) – (g).
 - a. Consultant has failed or is failing to perform. “Has failed or is failing to perform” means:
 - i. Consultant has not made or is not making progress in the work,
 - ii. Consultant has not met or is not meeting project deadlines, or
 - iii. Consultant has not complied or is not complying with the reporting requirements defined in Paragraph 6.
 - b. Except for the provisions noted in Paragraph 10, Part (c)(i)(1)(g), Consultant has violated or is violating a provision of this Agreement.
 - c. Consultant has not complied or is not complying with any Federal, State, or local laws or any regulations that are pertinent to this Agreement, as the noncompliance is determined by the Council, IDOT, or DOT.
 - d. Consultant has engaged in or is engaging in the unauthorized use of funds which means that Consultant has used or is using the funds for any purpose other than that provided for in this Agreement.
 - e. Consultant engaged in or is engaging in a misrepresentation of any type during the procurement process, the contract negotiations, or invoicing / billing process, which if known to the Council, IDOT, or DOT would have resulted in the Council not awarding the contract to Consultant or the Council not making payments to Consultant.
 - f. Consultant has failed or is failing to disclose a/an:
 - i. after-discovered conflict of interest,
 - ii. erroneous certification,
 - iii. violation described in Paragraph, 6 Part (d), or
 - iv. debarment / suspension action initiated or instituted by any state or federal government entity.
 - g. Consultant has violated or is violating Paragraph 2, Part (b), any part of Paragraph 11, or any part of Paragraph 12.

2. Convenience means whenever it is in the best interest of the Council, including but not limited to:
 - a. at any time when IDOT or DOT, including any of its agencies, cancels, rescinds, terminates, or otherwise modifies the agreement that it has with the Council whether in whole or in part,
 - b. at any time when IDOT or DOT does not have or does not provide funding for the project, or
 - c. at any time when the Council no longer needs or desires Consultant's services.
- ii. **Cure Period.** Except as noted in this Paragraph 10, Part (c), upon Consultant's default of this Agreement, the Council will provide Consultant a cure period as follows:
 1. For a default described in Paragraph 10, Part (c)(i)(1)(a), Consultant will have a cure period of forty-eight (48) hours (or a longer period as the Council may allow) after Consultant's receipt from the Council of a written notice specifying the default.
 - a. **Exception.** Upon Consultant's fourth (4th) failure to meet a project deadline, the Council may, in its sole discretion, immediately terminate this Agreement without providing Consultant any period to cure the default. This exception applies even if the Council has not previously provided Consultant a written notice of default. "Failure to meet a project deadline" means Consultant does not meet a project deadline and the Council has not provided an express written approval that extends the deadline. The Council's approval must be provided as stated in Paragraph 9.
 2. For a default described in Paragraph 10, Parts (c)(i)(1)(b), Consultant will have a cure period of seven (7) business days (or a longer period as the Council may allow) after Consultant's receipt from the Council of a written notice specifying the default.
 3. For a default described in Paragraph 10, Parts (c)(i)(1)(c) – (g), Consultant will not be provided a cure period, and the Council may, in its sole discretion, immediately terminate this Agreement without any penalty to the Council.
 4. **Failure to Cure a Default.** If Consultant fails to cure a default within the cure period specified in Paragraph 10, Parts (c)(ii)(1) – (2), then the Council, in its sole discretion, may immediately terminate this Agreement without any penalty to the Council.
- iii. Any termination must be effected by the Council's delivery to Consultant of a written notice specifying whether termination is for the default of Consultant or

for the convenience of the Council and the extent to which the performance of services under this Agreement is terminated ("Termination Notice"). The termination will be effective upon Consultant's receipt of the Termination Notice. "Receipt" is defined in Paragraph 15, Part (b).

- iv. Immediately after receipt of a Termination Notice Consultant shall:
1. stop performance of services under this Agreement to the extent specified in the Termination Notice,
 2. place no further subcontracts for services, except as may be necessary for completion of the portion of the services under this Agreement that were not terminated,
 3. terminate all subcontracts to the extent that they relate to the performance of the services terminated by the Termination Notice,
 4. assign to the Council in the manner and to the extent directed by the Council, all of Consultant's rights, title, and interest under the subcontracts that Consultant terminated because of the Termination Notice. The Council has the discretion to determine which claims arising out of the termination of these subcontracts the Council will pay or settle,
 5. complete performance of the part of the services that were not terminated by the Termination Notice, and
 6. deliver to the Council:
 - a. all Work Products (in whatever format) created by Consultant under the terms of this Agreement up through the date of termination. The term "Work Product(s)" is defined in Paragraph 7, Part (a), and
 - b. any documents or materials furnished by the Council to Consultant or prepared by the Council for Consultant.
- v. After receipt of a Termination Notice, Consultant shall promptly submit to the Council a written claim for amounts due to Consultant (a "Termination Claim"). Consultant shall submit the Termination Claim in the form and with the certification prescribed by the Council. Except as noted in this Paragraph 10, Part (c)(v), Consultant shall submit its Termination Claim to the Council no later than sixty (60) calendar days from the effective date of termination. Consultant may request a longer time period to submit its Termination Claim to the Council. In order to request an extension of the deadline for submitting a Termination Claim, Consultant shall submit a written request to the Council. Consultant's written request must be submitted to the Council within the original sixty (60) day submission time frame. It is within the Council's sole discretion whether to approve Consultant's request for additional time to submit Consultant's Termination Claim. If the Council determines that the facts justify an extension, it may receive and act upon Consultant's Termination Claim at any time after the original sixty (60) calendar day submission or any extended submission period that was authorized by the Council.

- vi. Consultant's Termination Claim must be based upon one of the following:
 - 1. In the event of a termination for default, Consultant's Termination Claim must include all amounts due to Consultant for the milestones completed by Consultant through the effective date of the termination.
 - 2. In the event of a termination for convenience, Consultant's Termination Claim must include the amount due to Consultant based upon the milestones completed plus an amount for the percentage or proportion of other project milestones that were partially completed through the effective date of the termination.
- vii. The Council will pay the Termination Claim in accordance with one of the following:
 - 1. If the Council concurs with the amounts claimed on Consultant's Termination Claim and the Council has received all Work Products created under this Agreement or that were provided to Consultant by the Council, the Council shall proceed with payment. The Council's payment will be deemed the final settlement of all amounts due.
 - 2. If Consultant fails to submit its Termination Claim in the time allowed or fails to submit its Termination Claim with complete information, the Council may determine, based on the available information, the amount due to Consultant because of the termination and will pay to Consultant the amount determined by the Council. The Council's payment will be deemed the final settlement of all amounts due.

11. Conflicts of Interests & Gratuities.

- a. *Conflicts of Interests.*
 - i. **Interest of Consultant.** Consultant covenants that it presently has no interest and shall not acquire any interest (direct or indirect) which would conflict in any manner or degree with the services Consultant must perform under this Agreement. In the performance of this Agreement, Consultant will not employ any person having these types of interests. Consultant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of a personal or organizational conflict of interest or personal gain.
 - ii. **Interest of Members of or Delegates to Congress.** Consultant shall not admit any members of or delegates to the Congress of the United States to any share or part of this Agreement or to any benefit arising from this Agreement.
- b. *Gratuities.* If the Council finds that Consultant or any agent or representative of Consultant offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the Council (including the St. Louis Area Regional Response System or "STARRS"), IDOT, DOT, or Collinsville and the gratuities were given with a view toward securing a contract or securing favorable treatment with respect to

the awarding or amending, or the making of any determination with respect to the performance of this Agreement, then the Council may immediately terminate this Agreement and may pursue other rights and remedies provided by law or under this Agreement. The Council's finding must be reached after the Council provides notice to Consultant and conducts a hearing on the matter.

12. Certifications.

a. *Lobbying Certification.*

- i. Consultant certifies compliance with 31 U.S.C. § 1352, and implemented at 49 CFR Part 20 covering government-wide restrictions on lobbying, which provides that no federal appropriated funds have been paid or will be paid, by or on behalf of Consultant, to any person for influence or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with 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.
- ii. Consultant further certifies that if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Consultant shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- iii. Consultant shall require that the language of this Paragraph 12, Part (a) be included in the contracts documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative Contracts) and that all subcontractors shall certify and disclose accordingly.
- iv. This certification is a material representation of fact upon which reliance was placed when the Council determined whether to enter into this transaction. Consultant's submission of this certification is a prerequisite for the Council making or entering into this transaction, as the requirement is imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure to file the required certification.
- v. **Prohibition on Lobbying.** Consultant shall not use any federal funds, either directly or indirectly in support of the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval of the Council, IDOT, or DOT.

- b. *Debarment, Suspension and Other Responsibility Matters Certification.*
- i. Consultant certifies to the best of its knowledge and belief, that it and its principals:
1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency,
 2. have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for:
 - a. 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,
 - b. violation of federal or state antitrust statutes, or
 - c. commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property,
 3. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any offense, or
 4. have not within a three (3) year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- ii. This certification is a material representation of fact upon which reliance was placed when the Council determined whether to enter into this transaction. If it is later determined that Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Council may terminate this Agreement for cause. Consultant shall provide immediate written notice to the Council if at any time Consultant learns that its certification was erroneous because of changed circumstances. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded” will have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 and Executive Order 12689 as specified in 2 CFR Part 180 and 2 CFR Part 1200.
- iii. Consultant 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 Council.
- iv. Consultant shall review the “Excluded Parties Listing System” at www.sam.gov/portal/public/SAM/ and the Missouri “Suspended Vendors List” at content.oa.mo.gov/sites/default/files/suspven.pdf to ensure that it does not

enter into any lower tier covered transaction with a person who or firm that is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

- v. Consultant shall include this Paragraph 12, Part (b), without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. Consultant 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 Consultant knows the certification is erroneous.

13. Inspections and Access to Records & Records Retention.

- a. *Inspections and Access to Records.* Consultant shall allow the Council, IDOT, DOT, the Comptroller General of the United States, or any of these entities' duly authorized representatives, to review and inspect the services performed under this Agreement. Consultant shall also provide each entity access to Consultant's premises and all books, documents, papers, records, correspondence, instructions, receipts, vouchers, and memoranda of every description which are directly pertinent to this Agreement. Consultant will grant this access to each entity for purposes of the entity making audits, examination, excerpts, and transcriptions. Each entity's inspection may occur at any time. The Council, if prior notice is warranted and possible, will notify Consultant in advance of the Council's intent to conduct an inspection. The right of access to conduct inspections, audits, examination, etc. that is described in this Paragraph 13, Part (a) shall remain in place for as long as the records are retained by Consultant and does not expire at the end of the records retention period described in Paragraph 13, Part (b).
- b. *Records Retention.*
 - i. Consultant shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement. Consultant shall retain these records for at least three (3) years from the date provided by the Council in writing (e-mail notification is acceptable). Consultant's retention is required for purposes of State and Federal examination and audit. Consultant may retain the records in an electronic, machine readable format.
 - ii. The retention requirement extends, but is not limited to, books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, cancelled checks, and related documents and records. Source documents include copies of this Agreement and Consultant's financial and narrative reports. Personnel and payroll records include the time and attendance reports for all individuals paid as part of the project, whether the individuals are employed full-time or part-time.
 - iii. If any litigation, claim, negotiation, audit, or other action involving the records has started before the expiration of the three (3) year retention period described in Paragraph 13, Part (b)(i), then Consultant shall retain the records until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

- iv. The records retention period may be extended if Consultant is notified in writing by the Council that the records retention period has been extended. The Council's written notice will specify the time frame for the extended records retention period.
- v. Consultant shall adequately protect records against fire or other damage.

14. Administrative & Statutory and Regulatory Requirements.

- a. *Administrative Requirements.* Consultant shall at all times comply with all applicable DOT regulations, policies, procedures, and directives, FAR Part 31.2, and any other regulations, policies, procedures, and directives that govern the project whether listed directly or by reference in this Agreement.
- b. *Statutory and Regulatory Requirements.*
 - i. **Civil Rights.**
 - 1. **Non-Discrimination Assurances.**
 - a. Consultant certifies that it will comply with all applicable federal and state statutes, regulations, executive orders, agency directives, and administrative rules relating to nondiscrimination and equal opportunity, including, but not limited to Title VI and Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000d and 2000e), as well as any applicable titles of the Americans with Disabilities Act and the Rehabilitation Act of 1973 (29 U.S.C. § 790 *et seq.*), and 49 CFR Subtitle A, Part 27.
 - b. Consultant shall comply will the administrative rules of DOT relative to nondiscrimination in federally-assisted programs of the DOT (49 CFR Subtitle A, Part 21).
 - c. Consultant shall not discriminate on grounds of race, color, religion, sex, disability, age, national origin, or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21.5 including employment practices.
 - d. Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, age, national origin, or ancestry. Consultant agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, disability, age, national origin, or ancestry. Such action shall include, but is not limited to: employment upgrading, demotions or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of

compensation; and selection for training, including apprenticeship.

- e. These assurances concerning nondiscrimination also apply to subcontractors and suppliers of Consultant; as well as to all solicitations, either by competitive bidding or negotiation, made by Consultant for work to be performed under a subcontract including procurement of materials or equipment. Consultant shall notify each potential subcontractor or supplier of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability, age, national origin, or ancestry of any individual.

2. **Disadvantaged Business Enterprises, Small Business Enterprises, Women's Business Enterprises, and Minority Business Enterprises.**

- a. It is the policy of DOT and the Council that disadvantaged business enterprises ("DBEs"), small business enterprises ("SBEs"), women's business enterprises ("WBEs"), and minority business enterprises ("MBEs") (together "D/S/W/MBE") shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of section 1101(b) of MAP-21, 23 U.S.C. § 101 note, and 49 CFR Part 26 apply to this Agreement.
- b. The Council shall not discriminate on the basis of race, color, religion, sex, disability, age, national origin, or ancestry in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The Council shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The Council's DBE Program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference and made a part of this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Council of its failure to carry out its approved DBE Program, DOT may impose sanctions as provided under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801 *et seq.*).

- c. Consultant shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or other remedy as the Council deems appropriate.
- d. ***D/S/W/MBE Subcontractor Requirements.***
- i. ***Participation Percentage.*** Consultant has agreed to provide D/S/W/MBE participation on the project as indicated in Paragraph 14, Parts (b)(i)(2)(d)(1) – (4); which means that, at a minimum, these percentages of the compensation allotted for this project must be provided to a certified D/S/W/MBE.
1. DBE – the minimum participation for certified DBEs is ____percent (____%).
 2. SBE – the minimum participation for certified SBEs is ____percent (____%).
 3. WBE – the minimum participation for certified WBEs is ____percent (____%).
 4. MBE – the minimum participation for certified MBEs is ____percent (____%).
- ii. ***D/S/W/MBE Certification.*** A certified D/W/MBE is an entity that is so certified with IDOT. A certified SBE is an entity that is so certified with the U.S. Small Business Administration. If a firm is not certified by the proper entity at the time of contract award, the Council will not count that firm's participation toward meeting the D/S/W/MBE percentages that are required for the project.
- iii. ***Changes to D/S/W/MBE Participation.***
1. Consultant is not permitted to make any changes to the project or the services to be provided under this Agreement that will result in a reduction or other change in the D/S/W/MBE participation on the project without first obtaining the express written approval of the Council.
 2. Consultant may not terminate, substitute, or otherwise reduce the work assigned to a D/S/W/MBE without good cause *and* without the express, advance written approval of the Council.

3. Consultant shall notify the Council in writing within five (5) calendar days of becoming aware of the need to make changes to the approved subcontractors for the project or the work assigned to a D/S/W/MBE.
 4. If Consultant undertakes any changes to the work assigned to a D/S/W/MBE that results in a reduction in the D/S/W/MBE's participation in the project, without first obtaining the Council's express written approval, then the Council may implement a reduction in Consultant's compensation equal to the reduction in compensation to the D/S/W/MBE subcontractors on the project.
- e. Under Paragraph 6, Part (b), Consultant shall submit to the Council the required D/S/W/MBE participation reporting form.
3. Consultant assures that, as a condition of receiving payments under this Agreement, it will not discriminate on grounds of race, color, religion, sex, disability, age, national origin, or ancestry of an individual in the performance of any services under this Agreement, including the selection and retention of subcontractors and the procurement of materials and leases of equipment.
 4. Consultant shall comply with the data collection and reporting requirements subject to Title VI of the Civil Rights Act of 1964 and the implementing regulations of 28 CFR Part 42, Subpart F and 49 CFR Part 21.
 5. Consultant shall comply with the terms provided in Appendix IV – Title VI & DBE Standard Terms & Conditions ("Appendix IV"), which is attached to this Agreement and is incorporated by reference and made a part of this Agreement.
 6. The terms of this Paragraph 14, Part (b)(i) will apply to all of Consultant's solicitations, either by competitive bidding or negotiation, for work to be performed under a subcontract including procurement of materials or equipment, and Consultant shall notify each potential subcontractor, supplier, or lessor of Consultant's obligations under this Agreement.
 7. Each of the statutes, orders, regulations, or rules, including any later amendments, listed in this Paragraph 14, Part (b)(i) are incorporated by reference and made a part of this Agreement.
 8. Consultant shall include the provisions of Paragraph 14, Part (b)(i) in every subcontract, including procurement of materials or leases of equipment.

9. Consultant's failure to carry out the requirements set forth in this Paragraph 14, Part (b)(i) will constitute a breach of contract and the Council may enforce certain remedies against Consultant including, but not limited to, those remedies expressed in Paragraph 10, Part (b).

ii. **False Claims and Program Fraud.**

1. Consultant acknowledges that the provisions of the False Claims Act, 31 U.S.C § 3729 *et seq.*, and the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and federal implementing regulations, including without limitation DOT regulations at 49 CFR Part 39 –*Program Fraud Civil Remedies*, apply to Consultant's actions pertaining to this Agreement. Upon execution of this Agreement, Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Agreement or the DOT assisted project for which its work is being performed. In addition to other penalties that may be applicable, Consultant acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 and other related federal statutes on Consultant to the extent the Federal Government deems appropriate.
2. Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under an agreement connected with a project that is financed in whole or in part with Federal assistance originally awarded by DOT under the authority of 49 USC Chapter 53 or any other federal law, the Government reserves the right to impose the penalties of 49 U.S.C. §§ 5307(n), 5321(l), 18 U.S.C. § 1001, or any other applicable federal statute on Consultant, to the extent the Federal Government deems appropriate.
3. Consultant shall include Paragraph 14, Parts (b)(ii)(1) and (2) in each subcontract financed in whole or in part with Federal assistance provided by DOT. Consultant shall not modify these clauses, except to identify the subcontractor who will be subject to the provisions.

- iii. **Freedom of Information and Missouri Sunshine Act.** Consultant understands and acknowledges that the Missouri Sunshine Act ("Sunshine Act"), Section 610-010 *et seq.* RSMo, may apply to the information and documents, both paper and electronic, submitted to the Council regarding the services provided under this Agreement. All materials submitted to the Council that are related to the services will become agency records and are or may be subject to the Sunshine Act and to public release through individual Sunshine Act requests, unless the Council determines that a valid exemption under the Sunshine Act applies. The Council has adopted a presumption of disclosure; therefore, the Council does

not consent to honor any “routine” confidentiality statements that may appear on any printed or electronic documents or correspondence (e.g. letters, e-mails) that accompany the submission of project information, absent a requirement under federal or state law or regulation that the information must be kept confidential. Consultant shall clearly and specifically mark genuinely confidential or privileged information and shall justify the information as confidential or privileged. The Council will review the documents and information that are the subject of each Sunshine Act request, as permitted by federal or state law or regulation, and determine the extent to which the Council must or should exercise its discretion and withhold those documents. Further, Consultant understands and acknowledges that the applicability of the Sunshine Act or the Council’s exercise of discretion to withhold a document does not affect IDOT’s, or DOT’s right to make a separate determination about the disclosure of a document related to the project under the Sunshine Act or the Federal Freedom of Information Act (“FOIA”), 5 U.S.C. § 552; however, if IDOT or DOT makes the determination that a document may be disclosed under the Sunshine Act or FOIA, the Council will presume that the document is subject to disclosure under the Sunshine Act unless Consultant demonstrates otherwise.

- iv. **Drug-Free Workplace.** Consultant certifies that it will comply with the requirements of the federal Drug-Free Workplace Act, 41 U.S.C. § 701 *et seq.*, as amended, and implemented at 49 CFR Part 32.
- v. **Compliance with Energy Conservation Plans.** Consultant shall comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et seq.*
- vi. **Clean Water & Air.** Consultant shall comply with all applicable standards, orders, and regulations issued under the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.* and the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* Consultant shall report each recognized violation to the Council and understands and the Council will, in turn, report each recognized violation as required to assure notification to DOT and the appropriate Environmental Protection Agency Regional Office.
- vii. **Federal Funding Accountability and Transparency Act of 2006.** Consultant shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act of 2006, as amended. This Agreement is subject to the award terms within 2 CFR Part 170.

15. Contact Information & Notices.

a. *Contact Information.*

- i. **The Council’s Points of Contact.** The Council’s points of contact are as follows:
 - 1. The point of contact for questions regarding budgeting, invoicing, reporting, this Agreement, and to seek authorization for changes is

_____, East-West Gateway Council of Governments, 1 S. Memorial Drive, Suite 1600, St. Louis, MO 63102; _____@ewgateway.org; 314-421-4220.

2. The point of contact regarding the scope of services is _____, East-West Gateway Council of Governments, 1 S. Memorial Drive, Suite 1600, St. Louis, MO 63102; _____@ewgateway.org; 314-421-4220.

ii. **Consultant's Points of Contact.** Consultant's points of contact are as follows:

1. The point of contact for questions regarding invoicing is _____.
2. The point of contact regarding the scope of services is _____.

b. *Notices.*

i. Except as noted in Paragraph 9, notices required by this Agreement will be deemed given only if given in writing, and delivered to the party's address noted in Paragraph 15, Part (b)(iii) by:

1. hand delivery,
2. Federal Express ("FedEx"), United Parcel Service ("UPS"), or similar service, or
3. U.S. Postal Service registered or certified mail, postage prepaid and return receipt requested.

ii. All notices will be effective upon first receipt, unless otherwise specified in this Agreement. "Receipt" means when the notice arrives at the address noted in Paragraph 15, Part (b)(iii), as indicated by the first of either one of: the signature of a person employed by or designated by the Council or Consultant, or the delivery date noted on mail/delivery service tracking receipt/slip/other tracking document including internet based or electronic documents (i.e. e-mail or information downloaded from a website).

iii. The mailing and physical addresses of the Council and Consultant are as follows:

1. The Council:
Executive Director
East-West Gateway Council of Governments
1 S. Memorial Drive, Suite 1600
St. Louis, MO 63102

2. Consultant:

XXXX
XXXX
XXXX
XXXX

- c. *Changes to Points of Contact or Addresses.* The Parties shall inform each other of any changes in points of contact and contact information, including the organization's name, address, telephone number, and e-mail. This notice may be given by one or both of an e-mail to the point of contact identified in Paragraph 15, Part (a)(i)(1) or (ii)(1), respectively, or one of the methods noted in Paragraph 15, Part (b)(i).

16. General Terms.

- a. *Flow Down Provisions.* Consultant shall include certain provisions of this Agreement, including the Appendices, in all subcontracts that Consultant enters into under this Agreement. Consultant will coordinate with the Council to ensure that all of the required flow-down provisions are properly included in any subcontract Consultant issues under this Agreement.
- b. *Data Universal Numbering System ("DUNS") Number, Catalog of Federal Domestic Assistance ("CFDA") Number, and Funding Sources.* Consultant's DUNS number is _____. The CFDA Number for the FY ____ project is NN.NNN. The funding for this project is provided as follows: (i) a total of _____ dollars (\$____.00) from sources with a CFDA number of NN.NNN; and (ii) a total of _____ dollars (\$____) from non-federal sources.
- c. *Information Obtained Through Internet Links.* The Council does not guarantee the accuracy of the information accessed through the internet links provided in this Agreement. Consultant understands that any information it obtains through an internet link contained in this Agreement does not represent an official version of the federal law, state law, regulation, or directive and may be inaccurate; therefore, any information obtained through an internet link is neither incorporated by reference nor made a part of this Agreement.
- d. *Federal Changes.* The Council and Consultant understand that Federal laws, regulations, and directives applicable on the date on that DOT awards Federal assistance for these services may be modified from time-to-time. In particular, new Federal laws, regulations, and directives may become effective after the effective date of this Agreement. The most recent of the Federal laws, regulations, and directives will apply to the administration of this Agreement at any particular time, except to the extent that DOT determines otherwise in writing.
- e. *No Obligation by the Federal Government.*
 - i. The Council and Consultant acknowledge that, despite any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and will not be subject to any obligations or liabilities to the Council, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying agreement.
 - ii. Consultant shall include Paragraph 16, Part (e)(i) in each subcontract financed in whole or in part with Federal funds provided by DOT. Consultant shall not

modify Paragraph 16, Part (e)(i), except to identify the subcontractor that will be subject to its provisions.

- f. *Incorporation of DOT Agreements' Terms and Conditions.* The preceding provisions of the Agreement include, in part, certain Standard Terms and Conditions required by IDOT or DOT, whether or not expressly set forth in the preceding Agreement provisions. All contractual provisions required by IDOT or DOT, as set forth in Appendix V – Uniform Intergovernmental Agreement (“Appendix V”), are attached to this Agreement and are incorporated by reference and made a part of this Agreement. Anything to the contrary herein notwithstanding, all of the IDOT and DOT mandated terms will be deemed to control in the event of a conflict with other provisions contained in the Agreement. Consultant shall not perform any act, fail to perform any act, or refuse to comply with any Council requests that would cause the Council to be in violation of Appendix V.
- g. *Assignability.* Consultant shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the Council.
- h. *Governing Law.* This Agreement will be interpreted under and governed by the laws of the State of Missouri.
- i. *Jurisdiction and Venue.* Any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, will be instituted only in the Circuit Court of St. Louis City, Missouri.
- j. *Waiver.* No waiver by either party of any default will be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement, or of the Parties’ right to insist on strict compliance with this Agreement after a waiver is given.
- k. *Agreement Binding on Successors.* Unless otherwise prohibited by this Agreement, this Agreement will be binding upon and will inure to the benefit of the Parties of this Agreement, their heirs, administrators, and successors.
- l. *Integration.* This Agreement constitutes the entire understanding of the Parties, and revokes and supersedes all prior agreements between the Parties and is intended as a final expression of their agreement. It may not be modified or amended except in writing and when accomplished in accordance with Paragraph 9.
- m. *Survival of Terms.* All provisions of this Agreement which by their nature should survive termination or expiration of this Agreement will survive, including but not limited to: provisions regarding insurance/liability, indemnification, intangible property, audits, inspections, ownership of documents, access to records, and retention of records.
- n. *Severability.* In the event that any of the terms or provisions of this Agreement are declared void or unenforceable for any reason, the remaining terms and provisions of this Agreement will remain in full force and effect and will not be affected by the declaration.

- o. *Order of Precedence.* This Agreement consists of the terms of this Agreement and Appendices I through V. In the event that any conflict of inconsistency arises among the provisions of this Agreement and the provisions of the Appendices or among the provisions of the Appendices, the following order of precedence shall control:
- i. The Agreement.
 - ii. Appendix I.
 - iii. Appendix II.
 - iv. Appendix IV.
 - v. Appendix V.

IN WITNESS WHEREOF the Parties have caused this instrument to be executed by their respective proper officials and on the dates specified below:

Consultant

East-West Gateway Council of Governments

XXXX
XXXX

James M. Wild
Executive Director

Date

Date

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Consultant understands and agrees that the following terms and conditions apply to the Agreement entered into between Consultant and the Council. These terms and conditions are made a part of and are hereby incorporated into the Agreement. Consultant further understands and agrees that failure to adhere to these terms and conditions constitutes a material breach of its Agreement with the Council, and that the Council may take the appropriate action against Consultant to ensure compliance with these provisions, up to and including ordering a stoppage of work, suspending payments, or terminating the Agreement.

1.0 APPLICABLE TITLE VI & OTHER CIVIL RIGHTS LAWS & REGULATIONS. Consultant agrees to abide by all applicable federal and state laws, regulations, orders, and directives regarding non-discrimination in federally assisted programs. These laws, regulations, orders, and directives include, but are not limited to:

- 1.1** Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, and implementing regulations at 49 CFR Part 21 – *Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act*;
- 1.2** The equal employment opportunity provisions of 49 U.S.C. § 5332 and Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq.*, and implementing regulations;
- 1.3** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 *et seq.*, and implementing regulations at 49 CFR Part 25 – *Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance*;
- 1.4** Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101 *et seq.*, and implementing regulations, including:
 - 1.4.1** 49 CFR Part 37—*Transportation Services for Individuals with Disabilities (ADA)*;
 - 1.4.2** 49 CFR Part 27—*Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance*;
 - 1.4.3** 36 CFR Part 1192 and 49 CFR Part 38—*Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles*;
 - 1.4.4** 28 CFR Part 35—*Nondiscrimination on the Basis of Disability in State and Local Government Services*;
 - 1.4.5** 28 CFR Part 36—*Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities*;
 - 1.4.6** 41 CFR Subpart 101 – 119—*Accommodations for the Physically Handicapped*;
 - 1.4.7** 29 CFR Part 1630—*Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act*;
 - 1.4.8** 47 CFR Part 64, Subpart F—*Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled*;
 - 1.4.9** 36 CFR Part 1194—*Electronic and Information Technology Accessibility Standards*;

- 1.4.10** 49 CFR Part 609—*Transportation for Elderly and Handicapped Persons*; and
- 1.4.11** Federal civil rights and nondiscrimination directives implementing those federal laws and regulations, unless the federal government determines otherwise in writing.
- 1.5** The Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.*, and implementing regulations at 49 CFR Part 90 – *Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance*;
- 1.6** The Age Discrimination in Employment Act, 29 U.S.C. §§ 621 through 634, and implement regulations of the U.S. Equal Employment Opportunity Commission 29 CFR Part 1625—*Age Discrimination in Employment Act*;
- 1.7** The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2;
- 1.8** Executive Order 12898—*Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations*, 42 U.S.C. § 4321 note, and DOT Order 5620.3 at Federal Register Vol. 62 No. 18377—*Department of Transportation Actions to Address Environmental Justice in Minority Populations and Low-Income Populations*;
- 1.9** Executive Order 13166 – *Improving Access to Services for Persons with Limited English Proficiency*, 42 U.S.C. § 2000d – 1 note, and implementing policy guidance at Federal Register Vo. 70 No. 74087—*DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Person*; and
- 1.10** All provisions of Missouri Executive Order No. 94 – 03, promulgating the Code of Fair Practices.

2.0 NON-DISCRIMINATION POLICY, STATEMENT & ASSURANCES.

Consultant is required to adopt a non-discrimination policy as stated in a Statement of Nondiscrimination that provides assurances that it will not discriminate against any person in the performance of any federally assisted program on the basis of race, color, national origin, sex, or disability. Specifically, Consultant's Statement of Nondiscrimination must state: "Consultant assures that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance." Consultant's Statement of Nondiscrimination may be more inclusive than the language listed above, but it cannot be more exclusive.

- 2.1** Consultant is required to publicly post its non-discrimination policy as stated in its Statement of Nondiscrimination, and Consultant must provide a written copy of each to the Council upon execution of the Agreement. "Publicly post" includes, but is not limited to, posting the documents to Consultant's website if it has one.
- 2.2** Consultant must include its non-discrimination policy as stated in its Statement of Nondiscrimination in all

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procurement documents, such as request for proposals, request for qualifications, and other similar documents.

- 2.3** Consultant must include its non-discrimination policy as stated in its Statement of Nondiscrimination in all subcontracts, including those for materials and leases, that it enters into under the Agreement.
- 2.4** Consultant must provide a sample of its procurement document(s) and subcontract to the Council upon execution of the Agreement, so that the Council can verify the inclusion of the required statement.
- 2.5** If Consultant does not have a non-discrimination policy as stated in a Statement of Nondiscrimination, then Consultant must notify the Council of this prior to execution of the Agreement. If Consultant does not develop and/or adopt such a policy and statement prior to the execution of the Agreement, then Consultant must use and adhere to the Council's non-discrimination policy and statement. A copy of this will be provided to Consultant upon execution of the Agreement and can be found on the Council's website at www.ewgateway.org.

3.0 TITLE VI REQUIREMENTS IN RELATION TO COMMUNITY/PUBLIC ENGAGEMENT OR OUTREACH.

If Consultant is required to perform any public meetings, engagement, or other community outreach as part of the work under the Agreement, then Consultant must ensure that all persons, including Limited English Proficiency (LEP) persons, are provided meaningful access, as it is defined under Title VI and related provisions, to these events. These requirements include, but are not limited to, ensuring that the meeting location, date, and time are selected in such a way as to not exclude a person from participation on the basis of race, color, national origin, sex, or disability; informing attendees of their rights under Title VI; and ensuring that all attendees are provided the opportunity to participate without regard to their race, color, national origin, sex, disability, or LEP status.

- 3.1** Consultant shall submit to the Council after every public meeting, engagement, or other community outreach a report that provides the following information: (1) description of the purpose of the event; (2) the time, date, and location of the event; (3) the methods used to advertise the event; (4) identify the building and room where the event was held; (5) note any special accommodations that were requested prior to or during the event; (6) how the attendees were informed of their rights under Title VI including complaint procedures; (7) the number of attendees; (8) the number of minority and women attendees (*note these last figures should be estimates based upon observations and should not be obtained by asking attendees to identify their gender, race, color, or national origin*). The Council has a form that it will provide to Consultant upon request that Consultant can use to document its public events.

- 4.0 TITLE VI REQUIREMENTS IN RELATION TO WEBSITE AND PRINTED MATERIALS DEVELOPMENT.** If Consultant is required to develop or create a website or printed informational materials as part of its work under the Agreement, then Consultant must ensure that all persons, including Limited English Proficiency

(LEP) persons, are provided meaningful access, as it is defined under Title VI and related provisions, to the website and the information contained in the printed materials. As part of the effort to ensure meaningful access, Consultant will be required to develop any printed materials intended for public informational purposes (i.e. brochures and other promotional items) in such a way that these documents can readily be translated into other languages and/or formats upon request. Consultant must design or create any website such that it includes a translator function so that the material included on the website can be translated into other languages. Additionally, Consultant must design or create any website so that it is in compliance with the Rehabilitation Act, 29 U.S.C. §§ 794 *et seq.*, as amended, and the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*, as amended, and their implementing regulations, and that it adheres to the accessibility requirements set forth by the Federal government. The website must be designed or created in adherence with Section 508 Standards of the Rehabilitation Act. Consultant can find more information about accessibility standards at: <http://www.section508.gov/>.

- 5.0 TITLE VI REPORTING REQUIREMENTS.** Consultant is required to provide the Council the required information listed in 3.1 above in regard to public events. Consultant shall also provide the Council with any data or information required per Paragraph ## of the Agreement. Further, Consultant shall provide the Council with any additional information that the Council requests in regard to Title VI compliance. Consultant shall also permit the Council to access its records up to and including accounting records that are pertinent to the Council substantiating Consultant's compliance with Title VI.

- 6.0 TITLE VI COMPLAINTS.** Consultant must notify the Council in writing if a Title VI complaint is filed against it, within five (5) business days of Consultant being notified of such complaint. The notification must be provided to the Council even if the complaint is not in regard to work that Consultant performed under the Agreement. The notification shall include the following information: (1) date complaint was filed; (2) nature of complaint; (3) who was involved; (4) what action has been taken to date; and (5) any outcome(s) to date, if applicable.

- 7.0 DISADVANTAGED BUSINESS ENTERPRISES (DBEs) APPLICABLE REGULATIONS.** Consultant agrees to abide by the applicable DOT regulations governing DBE participation on federally assisted projects. These regulations can be found at 49 CFR Part 26 – *Participation By Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. Consultant can find the definition of DBE, small business concern, and other relevant definitions regarding DBE participation on this project in 49 CFR Part 26.

- 8.0 IMPORTANT DBE REQUIREMENTS.** Consultant is prohibited from excluding any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract made under the Agreement on the basis of race, color, sex, or national origin.

- 8.1** Consultant must include this prohibition in all procurement documents, such as request for proposals, request for qualifications, and other similar documents.

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8.2 Consultant must include this prohibition in all subcontracts, including those for materials and leases, that it enters into under the Agreement.

8.3 Consultant must provide a sample of its procurement document(s) and subcontract to the Council upon execution of the Agreement, so that the Council can verify the inclusion of the required prohibition.

9.0 DBE GOALS. If the project governed by the Agreement includes a DBE goal, Consultant understands and agrees that it is required to strictly adhere to the DBE goal and the requirements of 49 CFR Part 26.

10.0 SELECTING DBE SUBCONTRACTORS. In order for a firm to be eligible to participate as a DBE subcontractor on the project governed by the Agreement, the DBE subcontractor must be a certified DBE. The firm must be certified and registered as a DBE with the Missouri Office of Equal Opportunity, the Missouri Department of Transportation, or the U.S. Small Business Administration. It is the responsibility of Consultant to ensure that the DBE subcontractor it hires is a certified DBE firm.

11.0 TERMINATING OR SUBSTITUTING A DBE SUBCONTRACTOR. Consultant cannot terminate and/or substitute a DBE firm that it listed in its proposal as a subcontractor and/or was approved by the Council as a DBE subcontractor under the Agreement without the prior written consent of the Council. This includes, but is not limited to, instances where Consultant seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. If Consultant wishes to terminate or substitute a DBE subcontractor it must first submit a written notice to the DBE subcontractor stating its intention to request a termination and/or substitution and the reason for the request, and give the DBE subcontractor no less than five (5) days to respond to the notice and to provide Consultant and the Council the reasons why the subcontractor should not be terminated. A copy of this written notice must be provided to the Council. Only after the DBE subcontractor has been so notified and provided time to object, may Consultant submit its request to terminate or substitute a DBE subcontractor. Consultant must submit its request in writing to the Council and fully state the reasons for its request. Unless the request demonstrates that Consultant has good cause to terminate and/or substitute a DBE subcontractor, the Council will not concur in Consultant's finding of good cause and will not approve Consultant's request to terminate and/or substitute a DBE subcontractor. The definition of "good cause" can be found at 49 CFR Part 26 § 26.53.

11.1 When a DBE subcontractor is terminated, fails to complete its work on the Agreement for any reason, Consultant is required to make a good faith effort to find another DBE subcontractor to substitute for the original DBE subcontractor. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Agreement as the DBE that was terminated. If there is a DBE goal on the project, then the work performed by the substitute DBE need only perform at least the same amount of work under the Agreement as the DBE that was terminated, to the extent needed to meet the DBE goal.

12.0 DBE REPORTING REQUIREMENTS. In accordance with Paragraph ## of the Agreement, Consultant may be required to submit to the Council, the DBE Participation Form that is attached to the Agreement. Consultant shall also provide any other data relevant to DBE participation on the project upon request by the Council. Consultant shall also permit the Council to access its records up to and including accounting records that are pertinent to the Council substantiating the information provided by Consultant on its DBE reporting forms.

13.0 FLOW DOWN PROVISIONS. The provisions listed in this Attachment apply to every subcontractor hired by Consultant to perform work under the Agreement. Consultant will ensure that all of its subcontractors are made aware of these requirements and will include these provisions as a part to any subcontract that Consultant enters into under the Agreement.

Agreement No. 1775105401

UNIFORM INTER-GOVERNMENTAL AGREEMENT



BETWEEN

THE STATE OF ILLINOIS, acting by and through its
DEPARTMENT OF TRANSPORTATION, and
EAST-WEST GATEWAY COUNCIL OF GOVERNMENTS

The Illinois Department of Transportation (Grantor), with its principal office at
2300 South Dirksen Parkway, Springfield, IL 62764
and East-West Gateway Council of Governments (Grantee), with its principal office at
One Memorial Drive, St. Louis, MO 63102-2451
and payment address (if different than principal office) at NA
hereby enter into this Inter-Governmental Grant Agreement (Agreement), pursuant to the
Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* Grantor and Grantee are collectively referred to
herein as "Parties" or individually as a "Party."

PART ONE – THE UNIFORM TERMS

RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto
and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois
and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein,
and for other good and valuable consideration, the value, receipt and sufficiency of which are
acknowledged, the Parties hereto agree as follows:

ARTICLE I

AWARD AND GRANTEE SPECIFIC INFORMATION AND CERTIFICATION

1.1 DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee
certifies that 071965933 is Grantee's correct DUNS number, that 43-6060798
is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration
and SAM registration (if federal funds). Grantee is doing business as a (check):

- | | |
|--|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Nonresident Alien |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp. |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt |
| <input type="checkbox"/> Corporation (includes Not For Profit) | <input type="checkbox"/> Limited Liability Company (select
applicable tax classification) |
| <input type="checkbox"/> Medical Corporation | <input type="checkbox"/> D = disregarded entity |
| <input checked="" type="checkbox"/> Governmental Unit | <input type="checkbox"/> C = corporation |
| <input type="checkbox"/> Estate or Trust | <input type="checkbox"/> P = partnership |
| <input type="checkbox"/> Pharmacy-Non Corporate | |

1.2 Amount of Agreement. Grant Funds (check one) ☐ shall not exceed ☒ are estimated
to be \$ 1,310,615 of which \$ 1,048,492 (80%) are federal PL/FTA funds, and
\$262,123 (20%) are State Funds. Grantee agrees

Agreement No. 1775105401

to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this agreement.

1.3 Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is NA, _____ the Federal awarding agency is FHWA;FTA and the Federal Award date _____ If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is 20.205;20.505 and Number is _____ The Catalog of State Financial Assistance (CSFA) Number is 494-00-1009/ 494-00-1437

1.4 Term. This Agreement shall be effective on 07/01/2017 and shall expire on 06/30/2018 unless terminated pursuant to this Agreement.

1.5 Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

1.6 Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

ILLINOIS DEPARTMENT OF TRANSPORTATION

EAST-WEST GATEWAY COUNCIL OF GOVERNMENTS

By: [Signature]
Signature of Authorized Representative

By: [Signature]
Signature of Authorized Representative

Date: 8/3/17

Date: 6-29-17

Printed Name: Randall S. Blankenhorn, Secretary
of Transportation

Printed Name: James M. Wild, Executive Director

By: [Signature]
Date: 7/13/17
Printed Name: _____

[Signature]
7/14/17

Printed Name: William M. Barnes, Chief Counsel

Printed Name: Jeff Heck, Chief Fiscal Officer, Director, Finance & Administration

By: [Signature]
Signature of Other Approver, if applicable

By: _____
Signature of Other Approver & Title, if applicable

Date: 7/18/17

Date: _____

Printed Name: Erin Aleman, Director, Office of Planning and Programming

Printed Name: _____

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**ARTICLE II
REQUIRED REPRESENTATIONS**

2.1 Standing and Authority. Grantee warrants that:

(a) Grantee is duly validly existing and in good standing, if applicable, under the laws of the State in which it was incorporated, organized, or created.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is an agency under the laws of jurisdiction other than Illinois, Grantee warrants that it is also duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2 Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Revenue Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3 Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4 Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.30(b)(1)(A).

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

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ARTICLE III DEFINITIONS

3.1 Definitions. Capitalized words and phrases used in this Agreement have the following meanings:

"2 CFR Part 200" means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

"Agreement" or "Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Allocable Costs" means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"CFDA" or "Catalog of Federal Domestic Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Close-out Report" means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Consolidated Financial Report" means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

"Cost Allocation Plan" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"CSFA" or "Catalog of State Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Disallowed Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"DUNS Number" means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee's organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.

"FAIN" means the Federal Award Identification Number.

"FFATA" or "Federal Funding Accountability and Transparency Act" has the same meaning as in 31 USC 6101; P.L. 110-252.

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"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code 7000.20. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.20.

"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Grant Funds" has the same meaning as in 30 ILCS 705.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Net Revenue" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Net Revenue" is synonymous with "Profit."

"Nonprofit Organization" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"OMB" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with "Net Revenue."

"Program" means the services to be provided pursuant to this Agreement.

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Program Income" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" means the federal System for Award Management (SAM); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

"State" means the State of Illinois.

"Term" has the meaning set forth in Paragraph 1.4.

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

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ARTICLE IV PAYMENT

4.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2 Illinois Grant Funds Recovery Act. Any Grant Funds remaining at the end of the Agreement period which are not expended or legally obligated by Grantee shall be returned to Grantor within forty-five (45) days after the expiration of this Agreement in accordance with the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*). In the event of a conflict between the Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

4.3 Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable Federal laws or regulations.

4.4 Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.5 Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.6 Interest.

(a) All interest earned on Grant Funds held by a Grantee shall become part of the Grant Funds when earned and be treated accordingly for all purposes, unless otherwise provided in **PART TWO** or **PART THREE**. 30 ILCS 705/10.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8) or prohibited from doing so by state law. All interest earned shall be considered Grant Funds and are subject to the same restrictions, unless there is an applicable Federal program rule that takes precedence.

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(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Grant Funds Recovery Act, and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986, 30 ILCS 210; See also 30 ILCS 705/10.

4.7 Timely Billing Required. Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART TWO** or **PART THREE**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.8 Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee must contain the following certification by an official authorized to legally bind the Grantee:

By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State 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).

ARTICLE V SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1 Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of Award is incorporated herein as an attachment. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2 Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. See 2 CFR 200.308.

5.3 Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in **Exhibit H**. Grantee shall adhere to the specific conditions listed therein.

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ARTICLE VI BUDGET

6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-Federal as well as the Federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application will be final and is incorporated herein as an attachment. However, a revised Budget is incorporated if submitted to Grantor and thereafter approved.

6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

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

6.4. Non-discretionary Line Item Transfers. Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

7.2. Indirect Cost Rate Submission.

(a) This Paragraph 7.2 applies only to:

- (i) A Grantee who charges, or expects to charge, any Indirect Costs; and
- (ii) A Grantee who is allowed to charge Indirect Costs under federal or state statutes, state administrative rules, and agency or program rules, regulations and policies.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations for approval no later than three months after the effective date of the Award, in a format prescribed by Grantor.

- (i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for State and local governments.
- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for institutions of higher education.

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(c) A Grantee who has a current, applicable rate negotiated by a cognizant Federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the Federal government. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit. However, for Grantees to which Appendix III of 2 CFR Part 200 applies, the rate amount must not exceed 26% (see 2 CFR Part 200, Appendix III(C)(8)).

7.3 Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.

7.4. Higher Education Cost Principles. The Federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. Government Cost Principles. The Federal cost principles that apply to State, local and Federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.6. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally-funded Program. Accounting records must contain information pertaining to State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. See 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.5).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit H** of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

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(iii) **Formal agreements with independent contractors**, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) **If third party in-kind (non-cash) contributions are used for Grant purposes**, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.7 **Federal Requirements.** All Grants, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 III. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.9.

7.8 **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.9 **Management of Program Income.** Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII REQUIRED CERTIFICATIONS

8.1 **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

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- (d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).
- (e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.* or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).
- (f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).
- (g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).
- (h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.
- (i) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).
- (j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC §1251 *et seq.*).
- (k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency (45 CFR Part 76), or by the State (See 30 ILCS 708/25(6)(G)).
- (l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.
- (m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

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(n) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **Forced Labor Act.** Grantee certifies that 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 State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

ARTICLE IX CRIMINAL DISCLOSURE

9.1. **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Grant Funds, funded by either State or Federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix II of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X UNLAWFUL DISCRIMINATION

10.1. **Compliance with Nondiscrimination Laws.** Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

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- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (See also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

ARTICLE XI LOBBYING

11.1 Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2 Federal Form LLL. If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3 Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4 Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5 Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(l) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

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11.6 Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1 Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2 Accessibility of Records. Grantee, in compliance with 2 CFR 200.336, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit.

12.3 Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4 Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in PART TWO or PART THREE.

ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

13.1 Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be set forth in Exhibit H. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 207(b)(3) and 200.327.

13.2 Close-out Reports.

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3 Annual Financial Reports.

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by PART TWO or PART THREE.

(b) Grantees shall submit Annual Financial Reports within 180 days after the Grantee's fiscal year ending on or after June 30. This deadline may be extended at the discretion of the Grantor.

(c) The Annual Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Annual Financial Report must cover the same period as the Grantee's tax return.

(d) Annual Financial Reports must include an in relation to opinion from the report issuer on the Cost and Revenue schedules included in the Annual Financial Report.

(e) Annual Financial Reports shall follow a format prescribed by Grantor.

(f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

13.4 Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding.

ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1 Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit E must be reported quarterly, unless otherwise specified in PART TWO or PART THREE. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. In unusual circumstances where more frequent reporting is necessary some Grantees may be required to submit monthly Performance Reports; in such cases, Grantor shall notify Grantee of same in PART TWO or PART THREE. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

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14.2 Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343.

14.3 Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

14.4 Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in Exhibit F. See 2 CFR 200.301 and 200.210.

ARTICLE XV AUDIT REQUIREMENTS

15.1 Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c).

15.2 Single and Program-Specific Audits. If Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) during its fiscal year, it must have a single audit or program-specific audit conducted for that year as required in 2 CFR 200.501 and other applicable sections of Subpart F. The audit and reporting package (including data collection form) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (Program-specific audit). The audit (and package) must be submitted to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine months after the end of the audit period, whichever is earlier.

15.3 Financial Statement Audit. If Grantee expends less than \$750,000 in Federal Awards during its fiscal year and is not subject to the audit requirements in 15.2, but receives between \$300,000 and \$499,999 in Federal and State Awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Auditing Standards (GAAS); if Grantee expends between \$500,000 and \$749,999 in Federal and State awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS). Grantee shall submit these financial statement audit reports to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 calendar days after the end of the audit period, whichever is earlier.

15.4 Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter.

15.5 Report Timing. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

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ARTICLE XVI
TERMINATION; SUSPENSION

16.1 Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

(c) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2 Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3 Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, Grantee may avail itself of any opportunities to object and challenge such suspension or termination in accordance with any applicable written processes and procedures. 2 CFR 200.341.

16.4 Effects of Suspension and Termination.

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

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(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination; and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.5 Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

ARTICLE XVII SUBCONTRACTS/SUB-GRANTS

17.1 Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2 Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by Federal and State laws and regulations, and the provisions of this Agreement.

ARTICLE XVIII NOTICE OF CHANGE

18.1 Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, Federal employer identification number (FEIN), DUNS number, SAM registration or the state equivalent registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2 Failure to Provide Notification. Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3 Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4 Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5 Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

ARTICLE XIX REORGANIZATION

19.1 Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

ARTICLE XX AGREEMENTS WITH OTHER STATE AGENCIES

20.1 Applicability. This ARTICLE XX applies to Grantees that are not an instrumentality of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include without limitation, municipalities and units of local government and related entities. 2 CFR 200.64

20.2 Agreement Disclosure. Grantee shall fully disclose, in Exhibit G, all contracts and other agreements to which it is a party or it anticipates entering into within one month after the effective date of this Award with any other State agency. For each contract or agreement, Grantee shall indicate:

- (a) The name of the State agency;
- (b) The number of the contract(s) or other agreement(s);
- (c) The estimated amount of the contract(s) or other agreement(s);
- (d) The term of the contract(s) or other agreement(s); and
- (e) The nature or purpose of the contract(s) or other agreement(s).

If Grantee has multiple Agreements with Grantor for the same fiscal year, Grantee only needs to supplement its previously submitted Exhibit G.

20.3 Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

ARTICLE XXI CONFLICT OF INTEREST

21.1 Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 44 Ill. Admin. Code 7000.40(b)(3).

21.2 Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person (1) currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in Paragraph 20.1, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual

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compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13).

21.3 Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

ARTICLE XXII EQUIPMENT OR PROPERTY

22.1 Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2 Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3 Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal and State statutes and executive orders.

ARTICLE XXIII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

23.1 Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2 Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

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ARTICLE XXIV INSURANCE

24.1 Purchase and Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in PART TWO or PART THREE.

24.2 Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

ARTICLE XXV LAWSUITS

25.1 Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2 Liability. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this agreement, unless such liability is imposed by law. This agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXVI MISCELLANEOUS

26.1 Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2 Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3 Exhibits and Attachments. Exhibits A through H, PART TWO, PART THREE, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4 Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

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26.5 Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7 No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8 Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

26.9 Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including, without limitation, Federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10 Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable State and Federal statutes, Federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11 Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12 Precedence. In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

26.13 Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.14 Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.15 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

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26.16 Attorney Fees and Costs. If Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

Appendix 2 - Draft Contract Terms & Conditions
2018 Great Streets - Collinsville
Urban Design & Planning
Solicitation # 011718-GSURBN

Agreement No. 1775105401

EXHIBIT A

PROJECT DESCRIPTION

3-C Transportation Planning

The GRANTEE will provide the work described in the approved FY2018 Unified Work Program (UWP). Those activities in which the GRANTOR will participate with federal Metropolitan Planning (PL) funds, Federal Transportation Administration (FTA) funds, and Illinois State funds are shown in the UWP's work elements:

Details of Scope of Work in each work element are found in the UWP, which is attached to and incorporated hereof this AGREEMENT.

WE#	Work Element	UWP Pages
1.01	Regional Travel Demand Modeling	5-7
1.05	Geographic Information Systems	8-9
1.06	Information Management and Services	10-11
1.12	Regional Decisions Support Systems	12-13
2.01	Integrated Transportation Systems Management	19-20
2.03	Transportation Improvement Program and Project Monitoring	21-23
2.05	Transportation Safety Initiative	26-27
2.07	Transit System Planning and Development (Metro)	29-30
2.09	Transportation Planning Work Program Administration	31-32
2.11	Multimodal Transportation Planning	35-38
2.12	Great Streets Charrette - Illinois	39-40
2.19	Long-Range Transportation Planning	52-53
2.21	Ecological Approach to Infrastructure Development	59-60
2.38	Community Building	68-69
3.01	Transportation Finance	87
3.06	Regional Competitiveness	88-89
4.01	Community Engagement - Public Involvement	95-96
4.11	Local Government Partnership	98-99

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EXHIBIT B

DELIVERABLES OR MILESTONES

The deliverables for each work element are found in the UWP – attached to this AGREEMENT.

The deliverables must be mailed to:

Illinois Department of Transportation
Bureau of Planning
Attn: Curtis Jones
2300 S. Dirksen Parkway, Room 311
Springfield, IL 62764

Appendix 2 - Draft Contract Terms & Conditions
2018 Great Streets - Collinsville
Urban Design & Planning
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EXHIBIT C

PAYMENT

Grantee shall receive \$ 1,310,615 under this Agreement.

- I. The Grantee must submit invoices with adequate documentation to support expenses incurred or services rendered for the Scope of Services in Exhibit A. If the Grantor determines that the invoices are insufficient, the Grantor may require additional documentation. If the Grantee fails to complete any deliverables as required in Exhibit B, after Grantor's determination and reasonable demand, the Grantee agrees to refund the Grantor the amount has reimbursed to the Grantee. The refund is limited, however, to the incomplete deliverables.
- II. The Grantee must submit invoices for allowable expenditures to the Grantor's Operations Manager and Budget Assistant in order to receive reimbursement.
- III. Any invoices/bills issued by the Grantee to the Grantor pursuant to this Agreement shall be sent to the Grantor's Operations Manager and Budget at:
Illinois Department of Transportation
Bureau of Urban Program Planning
Attn: Robert Johnson
2300 Dirksen Parkway, Room:311
Springfield, IL 62764
- IV. All invoices shall be signed by an authorized representative of the Grantee.
- V. The invoice must include:
 - a. Indication of total amount of federal and matching funds expended;
 - b. Cover Letter to the C-13; and
 - c. Information such as Obligation Number, contract name, source of funds being requested (typically PL, but can be SPR, FTA, state funds, and CMAQ).
- VI. Grantee must use Form C-13 to request reimbursement.
- VII. Grantee's Finance Officer must certify the accuracy of the expenditures in the Form C-13.
- VIII. Expenditure and Progress Report must include:
 - a. Percentage of work complete and amount requested per line item for invoice period;
 - b. Identification of expenditures by work task; and
 - c. Progress reports, which are required under 23 CFR 420.117.
- IX. Quarterly and Final reports shall be submitted to the Operations Manager and Budget Assistant no later than 30 days and 90 days after end of the reporting period, respectively.
- X. At the end of the SFY, a Year-End Report should include a summary of work completed and list all deliverables that were completed.
- XI. All invoices for services performed and expenses incurred by the Grantee prior to July 1st of each year must be presented to the Grantor no later than July 31st of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the Grantor shall not be obligated to make payment to the Grantee on invoices presented after said date. Failure by the Grantee to present such invoices prior to said date may require the Grantee 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 Grantor will direct all payments to the Grantee's remittance address listed in this Agreement.
- XII. Upon submittal of an invoice, the Grantor's Metro Manager must review and check:
 - a. The invoice's mathematical accuracy;
 - b. That requested reimbursement is consistent with items included in the approved scope;
 - c. That total amount invoiced is proportional to total amount budgeted;
 - d. Expenditure for each line item is less than or equal to the budgeted amount; and
 - e. Completion of the work being invoiced.
- XIII. Failure by the Grantee to provide a complete invoice may delay or prevent reimbursement. If there are problems with the invoice, the Program Administrator will contact the Grantee to resolve the issue so that payment can be made, assuming it is appropriate. This may include submission of a new or corrected invoice by the Grantee.
- XIV. The Program Administrator will review, and approve or reject the invoice within seven days of the Grantee's submittal. If rejected, the invoice is not sent to the Comptroller until it is revised and approved by the Program Administrator.
- XV. After the Administrator approves the invoice, the Operations Manager submits it to the Bureau of Business Services, Accounting Unit, which documents the transaction and forwards it to the Comptroller.
- XVI. Once approved by the Comptroller, payment is prepared either via Electronic Fund Transfer (EFT) or by mailing a check to the Grantee's Local Public Agency (LPA).
- XVII. Payment is made to the Grantee no later than 15 days after receiving a complete invoice.

Agreement No. 1775105401

EXHIBIT D

CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

GRANTOR CONTACT

Name: Curtis Jones
Title: Planning Bureau Chief
Address: 2300 S Dirksen Parkway, Room 311 Springfield, IL 62764
Phone: 217-785-2994
TTY#: _____
Fax#: _____
E-mail Address: Curtis.jones@illinois.gov

GRANTEE CONTACT

Name: Royce D. Bauer
Title: Director of Administration
Address: One Memorial Drive, Suite 1600, St. Louis, MO 63102-2451
Phone: 314/421-4220
TTY#: _____
Fax#: 314/421-6120
E-mail Address: royce.bauer@egateway.org

Additional Information: _____

Agreement No. 1775105401

EXHIBIT E

PERFORMANCE MEASURES

The Grantee shall:

- 1) Submit accurate and timely invoices.
- 2) Promptly respond to inquiries by the Grantor.
- 3) Provide the final product by the end of this AGREEMENT.

Appendix 2 - Draft Contract Terms & Conditions
2018 Great Streets - Collinsville
Urban Design & Planning
Solicitation # 011718-GSURBN

Agreement No. 1775105401

EXHIBIT F

PERFORMANCE STANDARDS

The Grantee shall:

- 1) Submit accurate and timely invoices at minimum quarterly.
- 2) Promptly respond to inquiries by the Grantor.
- 3) Provide the final product by the end of this AGREEMENT.

Appendix 2 - Draft Contract Terms & Conditions
2018 Great Streets - Collinsville
Urban Design & Planning
Solicitation # 011718-GSURBN

Agreement No. 1775105401

EXHIBIT G

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this Exhibit G by providing notice in writing to the Grantee.

1. Financial and Regulatory Reporting (2 CFR 200.327)
 - a. Grantee shall submit quarterly IDOT BOBS 2832 form; requires more detailed reporting;
 - b. Corrective Action needed to change risk status: Implementation of new or enhanced system, mitigating controls, or a combination of both;
2. Organizational Governance (07)
 - a. Grantee shall submit quarterly IDOT BOBS 2832 form; requires monthly financial and budget to actual variance reporting;
 - b. Corrective Action needed to change risk status: Implementation of corrective action that would include enhancing the oversight of the Board;
3. Fraud, Waste, and Abuse
 - a. Grantee shall submit quarterly IDOT BOBS 2832 form; requires technical assistance including required training;
 - b. Corrective Action needed to change risk status: Corrective action including implementing a fraud awareness program including information on how to report fraud, waste and abuse without fear of retaliation.

Agreement No. 1775105401

PART TWO – THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in PART ONE, the Grantor has the following additional requirements for its Grantee:

AUDIT

Grantee shall permit, and shall require its contractors and auditors to permit, the GRANTOR, and any authorized agent of the GRANTOR, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the Grantee with regard to the Project. The GRANTOR may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout. Grantee agrees to implement any audit findings contained in the GRANTOR's final audit, the Grantee's independent audit, or as a result of any duly authorized inspection or review.

ETHICS

A. Code of Conduct

1. Personal Conflict of Interest – The Grantee shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the Grantee may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

- a. the employee, officer, board member, or agent;
- b. any member of his or her immediate family;
- c. his or her partner; or
- d. an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that Grantee's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The GRANTOR may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Grantee or the locality relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the Grantee from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

2. Organizational Conflict of Interest – The Grantee will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or Grantee or impair the objectivity in performing the contract work.

Subcontracting/Procurement Procedures/Employment of GRANTOR Personnel

1. Subcontracting, assignment or transfer of all or part of the interests of the GRANTEE concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the GRANTOR.

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 GRANTEE 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 GRANTEE to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GRANTEE, the procedures of the GRANTOR will be used, provided that the procurement procedures conform to the provisions in Part 3(K) below. The GRANTEE 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; or (2) the GRANTOR authorizes such a procedure; or, (3) the GRANTOR 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 GRANTEE 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 GRANTEE to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GRANTEE, the procedures of the GRANTOR will be used. The GRANTEE 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; or (2) the GRANTOR authorizes such a procedure; or, (3) the GRANTOR determines competition is inadequate after solicitation from a number of sources.

The GRANTEE 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 GRANTOR PERSONNEL The GRANTEE will not employ any person or persons currently employed by the GRANTOR for any work required by the terms of this Agreement.]

DISPUTE RESOLUTION

In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the Grantor and the Grantee. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through proper administrative channels for a decision and ultimately, if necessary, to the Secretary of the Illinois Department of Transportation. The Grantor shall decide all claims, questions and disputes which are referred to it regarding the interpretation, prosecution and fulfillment of this Agreement. The Grantor's decision upon all claims, questions and disputes shall be final and conclusive.

Agreement No. 1775105401

PART THREE – THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in PART ONE and the Grantor-Specific Terms in PART TWO, the Grantor has the following additional requirements for this Project:

N/A

Appendix 2 - Draft Contract Terms & Conditions
2018 Great Streets - Collinsville
Urban Design & Planning
Solicitation # 011718-GSURBN

Agreement No. 1775105401

Appendix 2 - Draft Contract Terms & Conditions
2018 Great Streets - Collinsville
Urban Design & Planning
Solicitation # 011718-GSURBN

ABC Company, Inc.

123 ABC Way, St. Louis, MO 63102

Contact Person:

Jane Doe, Accounting Manager
(314) 555-5555
jane.doe@abccompany.com

Remit Payments To:

Accts. Receivable
ABC Company, Inc.
123 ABC Way, St. Louis, MO 63102

Project Name Great Streets - Collinsville
Project No. #####
Invoice No. 123456
Invoice Date 01/01/0000
Invoice Period 04/01/18 through 04/30/18

Milestones	Milestone Payments			
	Total Milestone Amt.	Current Amt. Due	Previously Billed	Milestone Amt. Remaining
#1 - XXX	\$0.00	\$0.00	\$0.00	\$0.00
#2 - XXX	\$0.00	\$0.00	\$0.00	\$0.00
#3 - XXX	\$0.00	\$0.00	\$0.00	\$0.00
#4 - XXX	\$0.00	\$0.00	\$0.00	\$0.00
#5 - XXXX	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00	\$0.00
Total Amount Due this Invoice	\$0.00			

Certification & Signature

"I certify that to the best of my knowledge and belief that the invoice is true, complete, and accurate, and the expenditures are for the purposes set forth in the Agreement that my firm has with the Council. I am aware that 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 under U.S. Code Title 18, Section 1001 and Title 31, Sections 3729 – 3730 and 3801 – 3812."

Signature of Authorized Official

Progress Report

Project Name FY 2018 Great Streets – Collinsville
Report No. 1
Report Date 01/01/0000
Report Period 04/01/18 through 04/30/18

Note that the percent project completion, percent milestone completion, and the percent task completion reported must be based upon actual work completed and must not be based upon dollars expended or costs incurred.

% Overall Project Complete To-Date	0%
% Project Completed this Period	0%

Is the project on schedule to be completed by the performance period end date (Y/N)?	XX
<i>If no, indicate how far behind schedule you are and the tasks involved, describe the issues causing the delays, and explain the steps you have taken to mitigate the project delays. <u>If a schedule change is needed, please attach a proposed revised project schedule.</u></i>	
<div></div>	

Progress Report

Project Name FY 2018 Great Streets – Collinsville
Report No. 1
Report Date 01/01/0000
Report Period 04/01/18 through 04/30/18

Note that the percent project completion, percent milestone completion, and the percent task completion reported must be based upon actual work completed and must not be based upon dollars expended or costs incurred.

Milestones Completion Summary	% Complete To-Date
Project Management / Administration (Task 1)	
XXX	
XXX	
XXX	
XXX	
XXX	
XXX	
XXX	
XXX	
XXX	
Research & Analysis (Task 2)	
XXX	
XXX	
Charrette (Task 3)	
XXX	
XXX	
White Paper (Task 4)	
XXX	
XXX	
Review / Edit Final Report (Task 5)	
XXX	
XXX	

Progress Report

Project Name	FY 2018 Great Streets – Collinsville
Report No.	1
Report Date	01/01/0000
Report Period	04/01/18 through 04/30/18

Note that the percent project completion, percent milestone completion, and the percent task completion reported must be based upon actual work completed and must not be based upon dollars expended or costs incurred.

Task 1 – Project Management / Administration

Deliverables:

- ❖ Project schedule, in agreed upon format
- ❖ Invoices, in approved format
- ❖ Progress reports, in approved format
- ❖ Other information, as needed

% of Task Completed To-Date	
------------------------------------	--

Brief Summary of Work Accomplished During Current Reporting Period

Summary of Work Accomplished During Prior Reporting Periods

Progress Report

Project Name FY 2018 Great Streets – Collinsville
Report No. 1
Report Date 01/01/0000
Report Period 04/01/18 through 04/30/18

Note that the percent project completion, percent milestone completion, and the percent task completion reported must be based upon actual work completed and must not be based upon dollars expended or costs incurred.

Task 2 – Research & Analysis

% of Task Completed To-Date	
------------------------------------	--

Brief Summary of Work Accomplished During Current Reporting Period

Summary of Work Accomplished During Prior Reporting Periods

Progress Report

Project Name FY 2018 Great Streets – Collinsville
Report No. 1
Report Date 01/01/0000
Report Period 04/01/18 through 04/30/18

Note that the percent project completion, percent milestone completion, and the percent task completion reported must be based upon actual work completed and must not be based upon dollars expended or costs incurred.

Task 3 – Charrette

Deliverables:

- ❖ *Charrette participation (attend the charrette)*
- ❖ *Charrette materials (both printed and electronic)*
- ❖ *Notes, drawings, diagrams, and other materials to document the charrette process*

% of Task Completed To-Date	
------------------------------------	--

Brief Summary of Work Accomplished During Current Reporting Period

Summary of Work Accomplished During Prior Reporting Periods

Progress Report

Project Name FY 2018 Great Streets – Collinsville
Report No. 1
Report Date 01/01/0000
Report Period 04/01/18 through 04/30/18

Note that the percent project completion, percent milestone completion, and the percent task completion reported must be based upon actual work completed and must not be based upon dollars expended or costs incurred.

Task 4 – White Paper

Deliverables:

- ❖ *Draft white paper, in editable format*
- ❖ *Final white paper, in editable format*
- ❖ *Relevant supportive materials such as graphics, data, case study examples, or sample documents*

% of Task Completed To-Date	
------------------------------------	--

Brief Summary of Work Accomplished During Current Reporting Period

Summary of Work Accomplished During Prior Reporting Periods

Progress Report

Project Name FY 2018 Great Streets – Collinsville
Report No. 1
Report Date 01/01/0000
Report Period 04/01/18 through 04/30/18

Note that the percent project completion, percent milestone completion, and the percent task completion reported must be based upon actual work completed and must not be based upon dollars expended or costs incurred.

Task 5 – Review / Edit Final Report

% of Task Completed To-Date	
------------------------------------	--

Brief Summary of Work Accomplished During Current Reporting Period

Summary of Work Accomplished During Prior Reporting Periods

EAST-WEST GATEWAY COUNCIL OF GOVERNMENTS
TITLE VI QUESTIONNAIRE

PRE-CONTRACTING STAGE
THIRD-PARTY CONTRACTOR

Project Name

Contractor Name

As a recipient / sub-recipient of Federal grant funding, East-West Gateway ("EWG") is required to ensure that all of its third-party contractors on each of its projects are in compliance with Title VI of the Civil Rights Act of 1964 ("Title VI") and the rules, regulations, and executive orders that govern Title VI on federally funded projects. In order to ensure that third-party contractors receiving funding from EWG are in compliance with these requirements, your organization must complete the following questionnaire in its entirety. If you have any questions regarding this questionnaire please contact one of the EWG staff persons listed below. Please submit your completed questionnaire and all additional materials to Staci Alvarez, Grant/Contract Compliance Administrator (contact information provided below).

You should be aware that submitting this form is required by your agreement with EWG and that EWG will not approve payments under your agreement until this form and any required additional information is submitted.

Staff	Phone / Fax #s	Mailing Address
Royce Bauer Title VI Coordinator	Staci Alvarez Grant/Contract Compliance Administrator staci.alvarez@ewgateway.org	(314) 421-4220 (MO) (618) 274-2750 (IL) (314) 231-6120 (Fax) East-West Gateway Council of Governments 1 S. Memorial Dr., Suite 1600 St. Louis, MO 63102

PART 1: TITLE VI COMPLAINTS

1. In the past three (3) years has your organization had a Title VI complaint filed against it? ☐ YES ☐ NO

You must provide information about EACH complaint, to include: (i) the date the complaint was filed, (ii) the nature of the complaint, (iii) who was involved, (iv) what action your organization has taken, and (v) the outcome. Please use page 3 of this questionnaire or equivalent to provide this information.

2. Is the information regarding each complaint attached to this questionnaire? ☐ YES ☐ NO ☐ N/A

PART 2: NON-DISCRIMINATION POLICY & STATEMENT

1. Does your organization have a non-discrimination policy that is incorporated into a Statement of Non-Discrimination? ☐ YES ☐ NO
- (a) Is a copy of the policy attached to this questionnaire or is a link to an on-line version of the policy provided below? ☐ YES ☐ NO ☐ N/A
- ☐ Attached ☐ Link to on-line version

If your organization does not have its own non-discrimination policy / Statement of Non-Discrimination, then it is required to follow EWG's policy / statement.

2. Do you have a copy of EWG's non-discrimination policy / Statement of Non-Discrimination? ☐ YES ☐ NO ☐ N/A

You can find a copy of EWG's policy on its website at www.ewgateway.org/titlevi or by contacting the Grant/Contract Compliance Administrator listed above.

PART 3: CIVIL RIGHTS AND/OR TITLE VI COORDINATOR

1. Does your organization have a person employed for it that is responsible for handling civil rights issues or a Title VI Coordinator? ☐ YES ☐ NO

2. Please provide the following information about the Civil Rights or Title VI Coordinator:

Name Title

Address

Phone # E-Mail

EAST-WEST GATEWAY COUNCIL OF GOVERNMENTS
TITLE VI QUESTIONNAIRE

PRE-CONTRACTING STAGE
THIRD-PARTY CONTRACTOR

Project Name

Contractor Name

PART 4: SUBCONTRACTING, LEASING & PURCHASING

1. Does your organization have a federally compliant, competitive procurement process? ☐ YES ☐ NO
- (a) Is a copy of your organization's procurement policy / procedures attached to this questionnaire or is a link to an on-line version of the policy / procedures provided below? ☐ YES ☐ NO ☐ N/A
- ☐ Attached ☐ Link to on-line version

If your organization does not have its own federally compliant procurement process, then it is required to follow EWG's procurement process.

2. Do you have a copy of EWG's procurement policy? ☐ YES ☐ NO ☐ N/A

You can obtain a copy of EWG's procurement policy by contacting the Grant/Contract Compliance Administrator listed on page 1.

3. Does your organization plan to enter into subcontracts for the project? ☐ YES ☐ NO

In the space provided below, please describe how your organization obtained or plans to obtain the subcontractor's services or goods. If the subcontractors will be hired at a later date, then you must describe how your organization will competitively procure those services or goods.

You must submit to EWG a copy of EACH subcontract so that EWG may review and approve it. Please contact the Grant/Contract Compliance Administrator listed on page 1 for instructions about when and how to submit a subcontract for review and approval.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

By signing below, I certify that I am authorized to sign this questionnaire on behalf of my organization and that the information contained in this report is accurate and complete to the best of my knowledge.

Name & Title

Signature

Date

EAST-WEST GATEWAY COUNCIL OF GOVERNMENTS
TITLE VI QUESTIONNAIRE

PRE-CONTRACTING STAGE
THIRD-PARTY CONTRACTOR

Project Name

Contractor Name

Use this page to provide information about any Title VI complaints filed against your organization. For EACH complaint, please provide the following information: (i) the date the complaint was filed, (ii) the nature of the complaint, (iii) who was involved, (iv) what action your organization has taken, and (v) the outcome.

Attach additional sheets as needed.

Appendix 2 - Draft Contract Terms & Conditions
2018 Great Streets - Collinsville
Urban Design & Planning
Solicitation # 011718-GSURBN

EAST-WEST GATEWAY COUNCIL OF GOVERNMENTS
TITLE VI QUESTIONNAIRE

POST-CONTRACTING STAGE
THIRD-PARTY CONTRACTOR

Project Name

Contractor Name

As a recipient / sub-recipient of Federal grant funding, East-West Gateway ("EWG") is required to ensure that all of its third-party contractors on each of its projects are in compliance with Title VI of the Civil Rights Act of 1964 ("Title VI") and the rules, regulations, and executive orders that govern Title VI on federally funded projects. In order to ensure that third-party contractors receiving funding from EWG are in compliance with these requirements, your organization must complete the following questionnaire in its entirety. If you have any questions regarding this questionnaire please contact one of the EWG staff persons listed below. Please submit your completed questionnaire and all additional materials to Staci Alvarez, Grant/Contract Compliance Administrator (contact information provided below).

You should be aware that submitting this form is required by your agreement with EWG and that EWG will not approve payments under your agreement until this form and any required additional information is submitted.

Staff	Phone / Fax #s	Mailing Address
Royce Bauer Title VI Coordinator	(314) 421-4220 (MO) (618) 274-2750 (IL) (314) 231-6120 (Fax)	East-West Gateway Council of Governments 1 S. Memorial Dr., Suite 1600 St. Louis, MO 63102
Staci Alvarez Grant/Contract Compliance Administrator staci.alvarez@ewgateway.org		

PART 1: TITLE VI COMPLAINTS

1. During the course of the project, did your organization have a Title VI complaint filed against it? ☐ YES ☐ NO

You must provide information about EACH complaint, to include: (i) the date the complaint was filed, (ii) the nature of the complaint, (iii) who was involved, (iv) what action your organization has taken, and (v) the outcome. Please use page 3 of this questionnaire or equivalent to provide this information.

2. Is the information regarding each complaint attached to this questionnaire? ☐ YES ☐ NO ☐ N/A

PART 2: PUBLIC ENGAGEMENT / OUTREACH

1. As part of your organization's agreement, did your organization conduct any public engagement, community outreach, or similar public events? ☐ YES ☐ NO

A public meeting report for EACH public event must be submitted to EWG. If these reports have not already been submitted, then please attach them to this questionnaire.

2. Did you submit to EWG all the public meeting reports required by your organization's agreement? ☐ YES ☐ NO ☐ N/A

3. Did your organization coordinate or conduct the public event(s) with a member of EWG's staff? ☐ YES ☐ NO ☐ N/A

(a) Provide the name of the EWG staff person who assisted your organization with the public event(s). Name _____

PART 3: D/S/W/MBE PARTICIPATION

1. Was there a DBE goal established for the project? ☐ YES ☐ NO

2. Did your organization meet the DBE goal that was established for the project? ☐ YES ☐ NO ☐ N/A

3. If the DBE goal was **not** met, in the space provided below, please provide a detailed explanation of why your organization did not meet the DBE goal and the steps that your organization took in order to meet the DBE goal, including whether your organization notified EWG that it would not meet the goal and the date on which the notification was provided to EWG.

EAST-WEST GATEWAY COUNCIL OF GOVERNMENTS
TITLE VI QUESTIONNAIRE

POST-CONTRACTING STAGE
THIRD-PARTY CONTRACTOR

Project Name

Contractor Name

PART 3: D/S/W/MBE PARTICIPATION, con't.

4. Did your organization enter into any subcontracts regarding the work completed under the agreement? ☐ YES ☐ NO
5. Were any of the subcontractors or subconsultants any of the following type of entity (*select all that apply*): ☐ DBE ☐ SBE ☐ WBE
☐ MBE ☐ None of these
☐ N/A
6. Please provide a detailed description of the steps that your organization took to verify the D/S/W/MBE status of any D/S/W/MBEs hired to complete work for the project. For example, did your organization check MoDOT's MRCC list of the MoOEO's list of D/S/W/MBEs? Or did your organization obtain a copy of the D/S/W/MBE's certification?

D/S/W/MBE reports may be required by your organization's agreement and these reports must be submitted to EWG. If these reports have not already been submitted, then please attach them to this questionnaire.

7. Did your organization complete and return its D/S/W/MBE reports? ☐ YES ☐ NO ☐ N/A

SIGNATURE OF AUTHORIZED REPRESENTATIVE

By signing below, I certify that I am authorized to sign this questionnaire on behalf of my organization and that the information contained in this report is accurate and complete to the best of my knowledge.

Name & Title

Signature

Date

EAST-WEST GATEWAY COUNCIL OF GOVERNMENTS
TITLE VI QUESTIONNAIRE

POST-CONTRACTING STAGE
THIRD-PARTY CONTRACTOR

Project Name

Contractor Name

Use this page to provide information about any Title VI complaints filed against your organization. For EACH complaint, please provide the following information: (i) the date the complaint was filed, (ii) the nature of the complaint, (iii) who was involved, (iv) what action your organization has taken, and (v) the outcome.

Attach additional sheets as needed.

Appendix 2 - Draft Contract Terms & Conditions
2018 Great Streets - Collinsville
Urban Design & Planning
Solicitation # 011718-GSURBN

_____ (Prime Contractor)
 _____ Project
 _____ to _____

EWG Cnsltnt SubKtr Pymnt Trck Form (FFP)

Updated 09/24/2015

[illegible]

D/S/W/MBE PARTICIPATION REPORTING FORM			
1. Reporting Period	<input type="checkbox"/> Oct. 1 - March 31 <i>Due April 15th</i>		
	<input type="checkbox"/> April 1 - Sept. 30 <i>Due October 15th</i>		
2. Name of Prime Contractor	_____		
3. Project Title/Contract	_____		
4. D/S/W/MBE Participation	_____		
Firm Name	Contract Amt.	Total Payments Received / Issued To Date	Contract Amount Remaining
A.	\$0.00		\$0.00
B.	\$0.00		\$0.00
C.	\$0.00		\$0.00
D.	\$0.00		\$0.00
i.	\$0.00		\$0.00
E.	\$0.00		\$0.00
F.	\$0.00		\$0.00
G.	\$0.00		\$0.00
TOTAL	\$0.00	\$0.00	\$0.00
TOTAL DBE FIRMS (+)			\$0.00
TOTAL SBE FIRMS (+)			\$0.00
TOTAL WBE FIRMS (+)			\$0.00
TOTAL MBE FIRMS (+)			\$0.00
	Contract Amt.	% to Date	Remaining %
DBE Participation (%)	#DIV/0!	#DIV/0!	#DIV/0!
SBE Participation (%)	#DIV/0!	#DIV/0!	#DIV/0!
WBE Participation (%)	#DIV/0!	#DIV/0!	#DIV/0!
MBE Participation (%)	#DIV/0!	#DIV/0!	#DIV/0!
<i>By signing below, I certify that, to the best of my knowledge, this report is accurate and true.</i>			
5. Printed Name & Title of Person Submitting Report	_____		
6. Signature of Person Submitting Report	_____		
7. Phone Number	_____		
8. Email	_____		
9. Date	_____		