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 States of Missouri and Illinois, located at _____ ("_____ ") (together the "Parties").

WITNESSETH:

WHEREAS, the Council is party to a State Planning and Research ("SPR") grant from the U.S. Department of Transportation through the Federal Highway Administration (all together "DOT") under 23 U.S.C §§ 135 and 49 U.S.C. § 5304, which is administered by the Illinois Department of Transportation ("IDOT"); and

WHEREAS, under these grants the Council performs transportation planning services for the St. Louis urbanized area as part of the Council's Fiscal Year 2023 Unified Planning Work Program ("UPWP"); and

WHEREAS, the Council has determined that, as part of UPWP Work Element 2.12, it will implement a Great Streets detailed plan for the Highway 50 corridor in O'Fallon, Illinois; and

WHEREAS, IDOT will make SPR funds 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 proposals to provide a detailed plan for the Council's Illinois Great Streets Project; and

WHEREAS, the Council accepted Consultant's proposals 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 Work. The Council engages Consultant and Consultant shall perform the work 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 work described in Appendix I in a professional and technical manner, consistent with lawful procedures and standards that govern persons performing similar work, and in compliance with applicable local, state, and federal laws.

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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 work 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 (c)(i).

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 as follows:

1. For 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)(iv)(7)(b), payments for partial milestones completed or percent work completed are not authorized.***

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2. **Optional Services.** The Council may, at its option, purchase additional _____ for the project. If the Council decides to purchase these services, then the Council staff person designated in Paragraph 15, Part (a)(i)(1) will send Consultant a purchase order that indicates that the additional services will be purchased. The costs for the additional services, will not exceed a total of _____ dollars ($____.00).

ii. Unless approved by the Council in writing and in advance, Consultant is responsible for any or all of the costs noted in 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, work, 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. Except as described in Paragraph 3, Part (a)(v), Consultant shall submit a written invoice to the Council no more often than once per month and by the fifteenth (15th) calendar day of each month. Consultant shall submit its invoice to the Council via mail to the address provided in Paragraph 3, Part (a)(vi). 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.***

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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. **End of Calendar Year Billing.** If the performance period covers more than one (1) calendar year (defined as January 1st through December 31st), then, after the end of the calendar year, the Council may request that Consultant submit an invoice for any unbilled costs, milestones, etc. for the calendar year. Consultant must submit this invoice no later than thirty (30) calendar days after the end of the calendar year or other time frame indicated by the Council.

vi. Consultant shall submit each invoice via e-mail to the following:

Accounts Payables at acctpayable@ewgateway.org with a copy to ___ at ___@ewgateway.org.

vii. ***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 designated 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) business days in advance of the deadline. Consultant's request must be submitted in accordance with Paragraph 9.

viii. 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)(vii) 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.

ix. 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.

x. 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

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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, tasks, milestones, work, services, 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.

xi. Consultant understands that the review and payment period noted in Paragraph 3, Part (a)(ix) 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.

xii. **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)(2), 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)(xii)(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.

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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 work performed under the terms of this Agreement. Consultant understands that if it performs work 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 work 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 work described in Appendix I. Consultant shall either perform or supervise all of the required work. Consultant is responsible for the satisfactory completion of all work, including work 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 work 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)(i).

iv. The Council is not an employer of any personnel hired by Consultant to perform the work 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.

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v. The Council has approved the subcontractor(s) listed in 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. _____.

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.

b. *Purchases / Procurement.*

i. **Definitions.** As used in Paragraph 4, Part (b), the terms described in Paragraph 4, Parts (b)(i)(1) and (2) have the meanings provided below.

1. "Purchase / procurement," in addition to its common meaning, 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 the Agreement.

2. "Employees" has the same meaning described in Section 285-500 *et seq.* RSMo.

ii. Except as noted in Paragraph 4, Part (b)(iii), Consultant may not undertake the purchase / procurement of any services or any goods without the Council's prior written approval. If Consultant needs to undertake a purchase / procurement, Consultant must contact the Council's designated point of contact in Paragraph 15, Part (a)(i)(1) and obtain prior written approval. The Council's point of contact will direct Consultant about the process that needs to be followed to purchase / procure goods or services and what documentation needs to be submitted to the Council, retained by Consultant, or both.

iii. 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.

iv. 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.

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v. If the Council authorizes Consultant to undertake a purchase / procurement, then 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.

vi. Except as noted in Paragraph 4, Part (b)(iii), 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.

vii. 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.

viii. Paragraph 4, Part (b) applies to Consultant purchases / procurement that are made with any type of purchasing method or mechanism.

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

5. Liability, Defense, Indemnification, and Hold Harmless & Insurance Coverage.

a. *Liability and Defense, Indemnification, and Hold Harmless.*

i. **Liability.** Consultant shall be liable for any one or combination of the matters described in Paragraph 5, Part (a)(i)(1) that is brought against the Council or that is sustained by the Council or any other person or entity and that relates to, arises from, or is caused by any one or combination of the circumstances described in Paragraph 5, Part (a)(i)(2).

1. **Covered Matters.** The matters covered by Paragraph 5, Part (a), include (a) any: (i) claim, (ii) demand, (iii) suit, (iv) obligation, (v) settlement, (vi) judgment, (vii) damage, (viii) liability, (ix) loss, (xii) penalty, (xiii) interest, (xiv) or cost (including, but not limited to, reasonable attorney's fees and litigation expenses and any court costs) and (b) that is for any one or combination of: (i) economic injury, (ii) intellectual property infringement, (iii) property damage, (iv) property destruction, or (v) any bodily injury (including, but not limited to, death).

2. **Covered Circumstances.** The circumstances covered by Paragraph 5, Part (a) include: (a) any actual or alleged breach of or default in the terms of this Agreement by Consultant or its employees, affiliates, agents, or subcontractors, (b) the negligence, errors, omissions, or willful misconduct by Consultant or its employees, affiliates, agents, or subcontractors in the performance of the work described in or covered by this Agreement, or (c) a violation of applicable law by Consultant or its employees, affiliates, agents, or subcontractors.

ii. **Defense, Indemnification, and Hold Harmless.** To the extent allowed or imposed by law and except as described in Paragraph 5, Part (a)(ii)(1), Consultant shall defend, indemnify, and hold harmless the Council including its

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directors, officers, members, and employees, from and against any one or combination of the matters described in Paragraph 5, Part (a)(i)(1) that is brought against the Council or that is sustained by the Council or any other person or entity and that relates to, arises from, or is caused by any one or combination of the circumstances described in Paragraph 5, Part (a)(i)(2). Except as described in Paragraph 5, Part (a)(ii)(1), Consultant's obligation under this Paragraph 5, Part (a)(ii) applies whether or not a matter described in Paragraph 5, Part (a)(i)(1) has merit and applies to any matter that, if true or has merit, would be a breach of or default in the terms of this Agreement.

1. **Limitation.** Consultant's obligation to indemnify the Council for matters described in Paragraph 5, Part (a)(i)(1) does not apply if the matter relates to, arises from, or is caused by any one or combination of the following circumstances: (a) the Council's unauthorized change or modification to the Work Products provided by Consultant; (b) the Council's reuse of the Work Products for purposes not anticipated by this Agreement, or (c) the negligence, errors, omissions, or willful misconduct of the Council or its directors, officers, members, or employees in the performance of its obligations described in this Agreement. The term "Work Products" is defined in Paragraph 7, Part (a)(i).

2. **Notification and Cooperation.** Both Parties shall promptly notify each other upon the party's receipt of a notice of a matter described in Paragraph 5, Part (a)(i)(1). The party's notification must be provided in accordance with Paragraph 15, Part (c); however, Consultant's obligations described in Paragraph 5, Part (a)(ii) are not conditioned on the Council's notice. 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)(ii); however, the Council's cooperation does not preclude the Council from securing and undertaking its own defense if Consultant fails to promptly or properly defend the Council. Consultant shall not prohibit or otherwise prevent the Council from actively participating in the Council's defense. Any settlement of a matter described in Paragraph 5, Part (a)(i)(1) must be mutually agreed to by Consultant and the Council.

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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. Consultant, and its subcontractors, may meet the coverage amounts through an umbrella policy and shall name the Council as an additional insured. The current minimum required insurance coverage amounts are as follows:

1. **<u>Commercial General Liability Insurance (combined single limit):</u>**

   $3,100,000 aggregate limit and

   $1,000,000 per occurrence

2. **<u>Commercial Automobile Liability Insurance, Hired and Non-Owned Vehicles (combined single limit):</u>**

   $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 in the form of a certificate of liability insurance and the additional insured endorsement. 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 Paragraph 5 constitute or be construed as a waiver or limitation for either party's, or their respective board members', officers', directors', servants', employees', agents', successors', or assigns', rights or defenses with regard to

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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.* If Consultant is a D/S/W/MBE or has hired a D/S/W/MBE to perform work as a subcontractor, then 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) calendar day of the month. Consultant shall submit its progress report via e-mail to both of the Council's points of contact designated 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. Consultant must submit this report to the Council's point of contact designated in Paragraph 15, Part (a)(i)(1).

e. If Consultant fails to comply with the terms of 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.* If Consultant is responsible for producing any reports, documents, or other materials as these are described in Appendix I, then the terms of Paragraph 7, Parts (a)(i) – (iv) will apply to any reports, documents, or other materials Consultant produces.

i. **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

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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.

ii. **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.

iii. **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) 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 _____).

iv. **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.

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. §§

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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 (c)(i). Consultant shall cooperate fully with the Council or DOT as it pertains to the federal government determining it 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.* Except for those Work Products intended for public consumption, 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. Consultant's notification must be submitted to the Council's point of contact designated in Paragraph 15, Part (a)(i)(1). 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.* If Consultant is responsible for producing any Work Products as these are described in Appendix I, then the terms of Paragraph 8, Parts (b)(i) and (ii) will apply to any Work Products. If Consultant intends to issue statements, press releases, requests for proposals, bid invitations, or other documents describing projects or programs funded in whole or part with federal funds (each referred to as a "Public Notice"), then the terms of Paragraph 8, Parts (b)(i) and (ii) will apply to any Public Notice.

i. Consultant shall submit any and all Work Products or Public Notices to the Council in advance of any publication of a Work Product or Public Notice and shall obtain the Council's written approval of the Work Product or Public Notice before the Work Product or Public Notice is published for any purpose other

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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 8, Part (d).

ii. **Disclaimer Required.** Disclaimers are required for each Work Product when the Work Products is intended for public consumption, as public consumption is defined in Paragraph 8, Part (d)(iii), and for any Public Notice. The Council will direct Consultant as to which disclaimers must be included in the Work Product or Public Notice and as to 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 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 the Illinois Department of Transportation or the Federal Highway 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 (EWG) 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, 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 EWG 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 EWG. Any such complaint must be in writing and filed with EWG'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 EWG's website at www.ewgateway.org/titlevi or call (314) 421-4220 or (618) 274-2750."

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5. "EWG 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/titlevi 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 or Public Notice 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 or Public Notice. Consultant shall, at Consultant's own expense, correct, reproduce, or re-print any Work Products or Public Notices that were publicized, produced, or printed without the Council's prior authorization.

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

i. **Items to Submit.**

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

2. A copy of the Work Product intended for public consumption or Public Notice, 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 or Public Notice 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.

e. The terms of Paragraph 8 will apply to all information, Work Products, Public Notices, 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 or Public Notice 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)(i).

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f. The terms of Paragraph 8 are separate and distinct from any requirements for public notices or other materials produced for public outreach activities. The requirements for these types of materials are described in Appendix I, Exhibit 2 – Title VI Requirements for Public Outreach.

9. Authorized Personnel, Changes & Other Requests. The Council has sole discretion to approve Consultant's request for changes or provide approvals or authorizations and Paragraph 9 does not obligate the Council to approve Consultant's requests. The persons who are authorized to initiate change requests, to approve Consultant's requests for changes, or to provide authorizations are described in Paragraph 9, Part (a). The process for requesting changes to this Agreement are described in Paragraph 9, Part (b) and the process for other types of requests are described in Paragraph 9, Part (c).

a. *Authorized Personnel.* The persons listed in Paragraph 9, Parts (a)(i) – (iv) are authorized by the Council to initiate change requests, to approve Consultant's requests for changes, or to provide authorizations.

i. The Council's point of contact designated in Paragraph 15, Part (a)(i)(1).

ii. The Council's Director of Administration.

iii. The Council's Executive Director.

iv. Other person authorized in writing by the persons listed in Paragraph 9, Parts (a)(ii) and (iii), when this other person is indicated in writing to Consultant as having this authority.

The Council's project manager, the point of contact designated in Paragraph 15, Part (a)(i)(2), or any other person not described in Paragraph 9, Parts (a)(i) – (iv) are **not** authorized to initiate change requests, to approve Consultant's requests for changes, or provide authorizations.

b. *Changes.* Certain changes to the performance period, Appendix I, Appendix II, or other changes to this Agreement must be requested and approved as stated in Paragraph 9, Parts (b)(i) – (vi).

i. Except as noted in Paragraph 9, Part (b)(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 work; lengthening or shortening the performance period; or changing the budget for the project. 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 scope of work Consultant shall submit to the Council's point of contact designated in Paragraph 15, Part (a)(i)(1), a written request 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

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3. a copy of the revised scope of work, if applicable.

iii. Consultant must keep the Council's point of contact designated in Paragraph 15, Part (a)(i)(2) informed, in writing, 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 (b)(ii).

iv. The Council will review Consultant's change request and will send Consultant a written notice of its decision and, if Consultant's request is denied, will include an explanation of the Council's decision.

v. Except as noted in Paragraph 9, Part (b)(vi), any one or combination of the changes in listed in Paragraph 9, Parts (b)(v)(1) – (3) must be effected through written amendments to this Agreement, signed by the duly authorized representative of each party.

1. Any change to the scope of work, except as noted in Paragraph 9, Part (b)(iii).

2. Any change to the performance period.

3. An increase in the total dollar amount to be paid to Consultant for the project work.

vi. The Council may initiate changes to terms of this Agreement including, but not limited to, the performance period, the amount budgeted for the project, or the scope of work. Except as noted in Paragraph 9, Parts (b)(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: (a) shifting funds between milestones; (b) changes to the budget implemented by the Council during project close-out or processing final payment for the project; or (c) 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. 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 Paragraph 9, Part (a)(vi). A change that will result in an

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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.

c. *Other Requests.* In the event that either party needs to seek approval for changes or request other changes or authorizations that are not specifically noted in Paragraph 9, the party shall submit its written request 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 party making the request in writing of its decision.

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 their 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 (c)(ii)(2).

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. order a stoppage of the work,

iii. 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,

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iv. suspend or withhold payments to Consultant pending Consultant's correction of any deficiency,

v. 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,

vi. recommend that the funding agency initiate suspension or debarment proceedings against Consultant,

vii. deem Consultant ineligible to receive any further contract awards from the Council until the deficiency is corrected, or

viii. pursue any other available legal or equitable remedy.

c. *Termination.*

i. In accordance with Paragraph 10, Part (c), the Council may, in its sole discretion, terminate this Agreement for default or convenience. The termination may be of this Agreement in whole or in part.

1. Default means Consultant commits any one or combination of the actions described in 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,

iii. Consultant has not complied or is not complying with the prompt payment requirements described in Paragraph 3, Part (a)(xii), or

iv. 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

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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 indicated in provisions of this Agreement that an immediate termination of this Agreement is permitted, 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.

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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 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 (c)(ii)(2).

iv. **Termination of Project Work.** Immediately after receipt of a Termination Notice Consultant shall:

1. stop performance of work 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 work that was 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 work that was 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)(i), and

b. any documents or materials furnished by the Council to Consultant or prepared by the Council for Consultant.

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7. 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 and to the Council's point of contact designated in Paragraph 15, Part (a)(i)(1). Consultant's Termination Claim must include all amounts due to Consultant based upon the amount due to Consultant for the eligible, allowable, and actual costs incurred by Consultant through the effective date of the termination; one of the following: (a) in the event of a termination for default, the amount due to Consultant for the milestones completed by Consultant through the effective date of the termination; or (b) in the event of a termination for convenience, the amount due to Consultant for 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; the amount due to Consultant for the work completed by Consultant or milestones completed by Consultant through the effective date of the termination; the amount due to Consultant for the work completed plus an amount for the percentage of indirect costs incurred by Consultant through the effective date of the termination. Except as noted in Paragraph 10, Part (c)(iv)(7)(a), Consultant shall submit its Termination Claim to the Council no later than sixty (60) calendar days from the effective date of termination.

   a. **Extension.** Consultant may request a longer time period to submit its Termination Claim. In order to request an extension of the deadline for submitting a Termination Claim, Consultant shall submit a written request to the Council's point of contact designated in Paragraph 15, Part (a)(i)(1). Consultant's written request must be submitted to the Council within the original sixty (60) calendar 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.

   b. **Payment.** The Council will pay the Termination Claim in accordance with one of the following:

      i. If the Council concurs with the amounts claimed on Consultant's Termination Claim and the Council has received all of the items described in Paragraph 10, Part (c)(iv)(6), the Council shall proceed with payment. The Council's payment will be deemed the final settlement of all amounts due.

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ii. 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 work 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, or DOT 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.

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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. 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.

iv. Consultant shall include the language of Paragraph 12, Parts (a)(i) – (iii) 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.

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 that:

1. it will comply with Executive Order 12549, Executive Order 12689, and 2 CFR Part 180 as supplemented by 2 CFR Part 1200,

2. to the best of its knowledge and belief, it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency,

3. it shall not knowingly enter into any lower tier covered transaction with a person who is or entity that is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing, by the Council, and

4. it shall review the "Excluded Parties Listing System" at www.sam.gov/portal/public/SAM/ and the Missouri "Suspended Vendors List" at https://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.

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ii. Consultant's 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 the 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.

iii. Consultant shall include Paragraph 12, Parts (b)(i)(1) – (4) 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 work 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

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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. **Nondiscrimination 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 with 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, national origin, religion, sex, disability, or age 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, national origin, religion, sex, disability, or age. 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, national origin, religion, sex, disability, or age. Such action shall include, but is not limited to:

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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, national origin, religion, sex, disability, or age 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, national origin, religion, sex, disability, or age 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

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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 DBE is an entity that is so certified with IDOT. A certified 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.

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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, national origin, religion, sex, disability, or age 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 & Other Nondiscrimination Requirements ("Appendix IV"), which is attached to this Agreement and is incorporated by reference and made a part of this Agreement.

6. The terms of 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 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, Parts (b)(i)(1) – (7) in every subcontract, including procurement of materials or leases of equipment.

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9. Consultant's failure to carry out the requirements set forth in 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 U.S.C. 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 work performed under this Agreement. All materials submitted to the Council that are related to the project work 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

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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 Air and Water.** Consultant shall comply with all applicable standards, orders, and regulations issued under the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *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. Consultant shall include these requirements in each subcontract made under this Agreement that exceeds $150,000.

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.

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viii. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**. Consultant, and any of its subcontractors, subconsultants, consultants, vendors, etc., will comply with the Omni Circular, § 200.216, as amended, and the prohibitions described in § 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, P.L. 115-232 that prohibit contracting for covered telecommunications equipment or services. Consultant shall include the language of Paragraph 14, Part (b)(viii) in the contract documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative contracts).

ix. **Domestic Preferences for Procurements**. Consultant, and any of its subcontractors, subconsultants, consultants, vendors, etc., will comply with the Omni Circular, § 200.322, as amended, the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act, and Executive Order 14005 which require that, to the extent appropriate and consistent with law and to the greatest extent practicable, Consultant, and any of its subcontractors, will purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufacture products) when procuring goods under the Agreement. Consultant shall include the language of Paragraph 14, Part (b)(ix) in the contract documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative contracts).

15. Contact Information, Mailing Addresses & 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 work 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 work is _____.

iii. **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 designated in Paragraph 15, Part (a)(i)(1) or (ii)(1), respectively, or one of the methods noted in Paragraph 15, Part (c)(ii).

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b. *Mailing Addresses.* The mailing addresses of the Council and Consultant are as follows:

i. **The Council:**

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

ii. **Consultant:**

XXXX
XXXX
XXXX
XXXX

c. *Notices.*

i. **Faxed / E-mailed Notices Allowed.** Except as described in Paragraph 15, Part (c)(ii), any written notices, requests, or authorizations (together referred to as "Notices") that are described in this Agreement may be submitted and received via fax or e-mail. Notices described in this Paragraph 15, Part (c)(i) will be effective upon first receipt, unless otherwise specified in this Agreement. For Notices described in this Paragraph 15, Part (c)(i), "receipt" means when the Notice is received by the designated point of contact of either Consultant or the Council as evidenced by the date and time stamp electronically assigned to the fax or e-mail.

ii. **Mailed / Delivered Notices Required.**

1. Notices required by Paragraph 10, except for a Termination Claim described in Paragraph 10, Part (c)(iv)(7) and a request described in Paragraph 10, Part (c)(iv)(7)(a), will be deemed given only if given in writing, and delivered to the party's address noted in Paragraph 15, Part (b) by:

a. hand delivery,

b. Federal Express ("FedEx"), United Parcel Service ("UPS"), or similar service, or

c. U.S. Postal Service registered or certified mail, postage prepaid and return receipt requested.

2. Notices described in Paragraph 15, Part (c)(ii)(1) will be effective upon first receipt, unless otherwise specified in this Agreement. For notices described in Paragraph 15, Part (c)(ii)(1), "receipt" means when the notice arrives at the address noted in Paragraph 15, Part (b), 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

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document including internet based or electronic documents (i.e. e-mail or information downloaded from a website).

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. *Unique Entity Identifier ("UEI"), Assistance Listing Number ("ALN"), and Funding Sources.* Consultant's UEI is _____. The ALN for the FY _____ project is 20.205 for the SPR funds. The funding for this project is provided as follows: (i) a total of eighty percent (80%) from federal sources and (ii) a total of twenty percent (20%) 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, unless the information represents the official version of the law, regulation, or directive.

d. *Federal Changes.* The Council and Consultant understand that federal laws, regulations, and directives applicable on the date on that DOT awards federal financial assistance for this Agreement 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 this Agreement include, in part, certain Standard Terms and Conditions required by

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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 – IDOT Grant Agreement No. 21-1439-24818 ("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 liability and insurance coverage, indemnification, defense, hold harmless, insurance, 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.

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o. *Order of Precedence.* This Agreement consists of the terms of this Agreement and Appendices I through V. In the event that any conflict or 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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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	IL Great Streets
Project No.	#####
Invoice No.	123456
Invoice Date	01/01/0000
Invoice Period	04/01/18 through 04/30/18

	Milestone Payments			
Milestones	**Total Milestone Amt.**	**Current Amt. Due**	**Previously Billed Amt.**	**Remaining Amt.**
Task 1 - Project Management / Administration				
				$0
				$0
				$0
Total Task 1 Milestones	**$0**	**$0**	**$0**	**$0**
Task 2 - Community Engagement & Collaboration				
				$0
				$0
				$0
Total Task 2 Milestones	**$0**	**$0**	**$0**	**$0**
Task 3 - Examination / Analysis of Existing Conditions				
				$0
				$0
				$0
Total Task 3 Milestones	**$0**	**$0**	**$0**	**$0**
Task 4 - Goals, Objectives, Measures, and Strategies Statement				
				$0
				$0
				$0
Total Task 4 Milestones	**$0**	**$0**	**$0**	**$0**
Task 5 - Plan Options Assessment				
				$0
				$0
				$0
Total Task 5 Milestones	**$0**	**$0**	**$0**	**$0**
Task 6 - Detailed Plan				
				$0
				$0
				$0
Total Task 6 Milestones	**$0**	**$0**	**$0**	**$0**
Total	**$0**	**$0**	**$0**	**$0**

Total Amount Due this Invoice	**$0**

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

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

Progress Report

Project Name	IL Great Streets
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**
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. If a schedule change is needed, please attach a proposed revised project schedule.	

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

Progress Report

Project Name	IL Great Streets
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*

Milestones	% Complete To-Date	Date Milestone Completed (100%)

% of Task Completed To-Date	

Brief Summary of Work Accomplished During Current Reporting Period

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

Progress Report

Project Name	IL Great Streets
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.

Summary of Work Accomplished During Prior Reporting Periods

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

Progress Report

Project Name	IL Great Streets
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 – Community Engagement & Collaboration

Deliverables:

- *Community engagement plan*
- *Meetings and related minutes/records*
- *Community outreach activities and related public feedback*
- *Presentation materials*
- *Public meeting reports*

Milestones	% Complete To-Date	Date Milestone Completed (100%)

% of Task Completed To-Date	

Brief Summary of Work Accomplished During Current Reporting Period

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

Progress Report

Project Name	IL Great Streets
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.

Summary of Work Accomplished During Prior Reporting Periods

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

Progress Report

Project Name	IL Great Streets
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 – Examination / Analysis of Existing Conditions

Deliverables:

- *Draft existing conditions report*
- *Final existing conditions report*

Milestones	% Complete To-Date	Date Milestone Completed (100%)

% of Task Completed To-Date	

Brief Summary of Work Accomplished During Current Reporting Period

Appendix 2 – Draft Contract Terms & Conditions
FY 2023 Great Streets – O'Fallon
Solicitation # 2022RFP10-ILGRTSTREETS

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

Progress Report

Project Name	IL Great Streets
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.

Summary of Work Accomplished During Prior Reporting Periods

Appendix 2 - Draft Contract Terms & Conditions
FY 2023 Great Streets – O'Fallon
Solicitation # 2022RFP10-ILGRTSTREETS

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

Progress Report

Project Name	IL Great Streets
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 – Goal, Objectives, Measures, Strategies Statement

Deliverables:

- *Vision statement*
- *Draft goals, objectives, measures, and strategies statement*
- *Final goals, objectives, measures, and strategies statement*

Milestones	% Complete To-Date	Date Milestone Completed (100%)

% of Task Completed To-Date	

Brief Summary of Work Accomplished During Current Reporting Period

Appendix 2 - Draft Contract Terms & Conditions
FY 2023 Great Streets – O'Fallon
Solicitation # 2022RFP10-ILGRTSTREETS

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

Progress Report

Project Name	IL Great Streets
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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 – Plan Options Assessment

Deliverables:

- *Preliminary plan options*
- *Record of option selection*
- *Preferred plan option*

Milestones	% Complete To-Date	Date Milestone Completed (100%)

% of Task Completed To-Date	

Brief Summary of Work Accomplished During Current Reporting Period

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FY 2023 Great Streets – O'Fallon
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ABC Company, Inc.
123 ABC Way, St. Louis, MO 63102

Progress Report

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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.

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

Progress Report

Project Name	IL Great Streets
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 6 – Detailed Plan

Deliverables:

- *Draft detailed plan document and appendices*
- *Market / Land-use and business / community management recommendations memo*
- *Plan Hand-Off Workshop*
- *Final detailed plan document*

Milestones	% Complete To-Date	Date Milestone Completed (100%)

% of Task Completed To-Date	

Brief Summary of Work Accomplished During Current Reporting Period

Appendix 2 - Draft Contract Terms & Conditions
FY 2023 Great Streets – O'Fallon
Solicitation # 2022RFP10-ILGRTSTREETS

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

Progress Report

Project Name	IL Great Streets
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.

Summary of Work Accomplished During Prior Reporting Periods

Appendix 2 - Draft Contract Terms & Conditions
FY 2023 Great Streets – O'Fallon
Solicitation # 2022RFP10-ILGRTSTREETS

_____ (Prime Contractor)
FY 2023 IL Great Streets
_____ to _____

Name of Subcontractor	Prime Contractor Invoice Number	Subcontractor Invoice Number	Subcontractor Invoice Date	Subcontractor Total Invoice Amt.	Date Payment Received from EWG	Date Payment Made to Subcontractor**	Amt. Paid to Subcontractor**	Notes

**EWG/_____ Agreement, Paragraph 3, Part (a)(xii) requires that payment to subcontractors be made within 30 calendar days of receipt of the subcontractor's invoice.

Appendix 2 – Draft Contract Terms & Conditions
FY 2023 Great Streets – O'Fallon
Solicitation # 2022RFP10-ILGRTSTREETS

D/S/W/MBE PARTICIPATION REPORTING FORM

1. Reporting Period
   - ☐ Oct. 1 - March 31
     Due April 15th
   - ☐ April 1 - Sept. 30
     Due October 15th
   - ☐ Final
     Due with final invoice
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	Payments Pending Final Payment	Contract Amount Remaining
A.				$0.00
B.				$0.00
C.				***$0.00***
D.				$0.00
E.				***$0.00***
F.				$0.00
TOTAL	**$0.00**	**$0.00**	**$0.00**	**$0.00**
TOTAL DBE FIRMS (C+E)	***$0.00***	***$0.00***	***$0.00***	***$0.00***
TOTAL SBE FIRMS (n/a)				
TOTAL WBE FIRMS (n/a)				
TOTAL MBE FIRMS (n/a)				

	Contract Amt.	% to Date	% Pending	Remaining %
DBE Participation (%)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
SBE Participation (%) - n/a				
WBE Participation (%) - n/a				
MBE Participation (%) - n/a				

By signing below, I certify that to the best of my knowledge this report is accurate and true.

5. Printed Name & Title of Person Submitting Report
   _____
6. Signature of Person Submitting Report
   _____
7. Phone Number
   _____
8. Email
   _____
9. Date
   _____

Appendix 2 – Draft Contract Terms & Conditions
FY 2023 Great Streets – O'Fallon
Solicitation # 2022RFP20-IGRTSTREETS

ALN 20.205 - FY 2023 IL Great Streets
Appendix IV to the East-West Gateway COG & Consultant Agreement
Title VI, DBE & Other Nondiscrimination Requirements
(Third Party Contractor)

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, religion, sex, disability, or age. Specifically, CONSULTANT's Statement of Nondiscrimination must state: "CONSULTANT assures that no person shall, on the grounds of race, color, national origin, religion, sex, disability, or age 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 procurement documents, such as request for proposals, request for qualifications, and other similar documents.

Appendix 2 – Draft Contract Terms & Conditions
FY2023 Great Streets – Solicitation # 2022RFP21 – GREAT STREETS

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 as way as to not exclude a person from participation on the basis of race, color, national origin, religion, sex, disability, or age; 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, religion, sex, disability, age, or LEP status.

3.1 CONSULTANT shall adhere to the Council's requirements for notifying the public about public meetings and other events intended to engage the public, including project websites, online surveys, and other web-based outreach that may be conducted for the project. The Council will provide CONSULTANT with the notification protocols and the language that must be included in any public notifications.

3.2 After every public meeting, engagement, or other outreach activity, CONSULTANT shall submit to the Council a report using the format prescribed by the Council.

4.0 TITLE VI REQUIREMENTS IN RELATION TO WEBSITE, ONLINE SURVEYS, AND PRINTED MATERIALS DEVELOPMENT. If CONSULTANT is required to develop or create a website, an online survey, 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 or online survey 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 or online survey 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/. CONSULTANT must ensure that any website or online survey includes the Council's required Title VI Notice and notice regarding reasonable accommodations. The Council will provide this language to CONSULTANT.

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 6 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.

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

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Solicitation # 2022RFP10-IL GREEN STREETS

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 one of the entities described in Paragraph 14 of the Agreement. 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 6 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.

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FY 2023 Great Streets – O'Fallon
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Agreement No. 21-1439-24818

INTER-GOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ILLINOIS, ILLINOIS DEPARTMENT OF TRANSPORTATION

AND

EAST-WEST GATEWAY COUNCIL OF GOVERNMENTS

The Illinois Department of Transportation (Grantor) with its principal office 2300 South Dirksen Parkway, Springfield, IL 62764, and East-West Gateway Council of Governments (Grantee) with its principal 1 South Memorial Dr., Ste 1600, St. Louis, MO 63102, and payment address (if different than principal office) at Same 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 N/A is Grantee's correct UEI, if applicable, that 436060798 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

- ☐ Individual
- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Corporation (includes Not for Profit)
- ☐ Medical Corporation
- ☒ Governmental Unit
- ☐ Estate or Trust
- ☐ Pharmacy-Non Corporate
- ☐ Pharmacy/Funeral Home/Cemetery Corp.
- ☐ Tax Exempt
- ☐ Limited Liability Company (select applicable tax classification)
  - ☐ P = partnership
  - ☐ C = corporation

If Grantee has not received a payment from the state of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

Appendix 2 - Draft Contract Terms & Conditions
FY 2023 Great Streets - O'Fallon
Solicitation # 2022RFP10-ILGRTSTREETS

1.2 Amount of Agreement. Grant Funds (check one) ☒ shall not exceed or ☐ are estimated to be **$498,393.99**, of which **$498,393.99** are federal funds. Grantee agrees 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 RQM3519, the federal awarding agency is Federal Highway Administration, and the federal award date is 07/01/20 If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is Highway Planning and Construction and the Number is 20.205. The Catalog of State Financial Assistance (CSFA) Number is. 494-00-1439 The State Award Identification Number is 1439-24848.

1.4 Term. This Agreement shall be effective 03/01/2021 and shall expire on 12/31/2022 unless terminated pursuant to this Agreement.

1.5 Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and corrects 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, misinterpretations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

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FY 2023 Great Streets – O'Fallon
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1.6 Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

☐ Check if under $250,000. If under $250,000 the Secretary's signature may be delegated.

Illinois Department of Transportation

By: Holly Bieneman
Signature of Holly Bieneman, Director OPP

By: _____
Signature of Designee

Date: 4/15/21
Printed Name: _____
Printed Title: _____
Designee

By: _____
Signature of Phil Kaufmann, Chief Counsel

By: 4/14/21
Signature of Designee

Date: _____
Printed Name: _____
Printed Title: _____
Designee

By: Joanne Woodworth
Signature of Joanne Woodworth, Acting Chief Financial Officer

By: _____
Signature of Designee

Date: 4-15-21
Printed Name: _____
Printed Title: _____
Designee

By: Omer Osman
Signature of Omer Osman, P.E., Acting Secretary of Transportation

By: _____
Signature of Designee

Date: 4/22/21
Printed Name: _____
Printed Title: _____
Designee

By: _____
Signature of Fourth Other Approver's Name and Title

By: _____
Signature of Designee

Date: _____
Printed Name: _____
Printed Title: _____
Designee

East-West Gateway Council of Govenements

By: James M. Wild
Signature of Authorized Representative

Date: 3-23-2021
Printed Name: James M Wild
Printed Title: Executive Director
Email: jim.wild@ewgateway.org

By: _____
Signature of Authorized Representative

Date: _____
Printed Name: _____
Printed Title: _____
Email: _____

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ARTICLE II
REQUIRED REPRESENTATIONS

2.1 Standing and Authority. Grantee warrants that:

(a) Grantee is 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 7000.40(c)(1)(A).

2.5 Compliance with Registration Requirements. Grantee shall: (i) be registered with the federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable; (v) have successfully completed the annual registration and prequalification through the Grantee Portal. 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 Part 7000.

"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 Part 7000.

"Award" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Budget" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"CFDA" or "Catalog of Federal Domestic Assistance" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"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 Part 7000.

"Consolidated Year-End 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 Part 7000.

"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 Part 7000.

"Disallowed Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"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.

"Financial Assistance" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code Part 7000. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code Part 7000.

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"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"GATU" means the Grant Accountability and Transparency Unit of GOMB.

"GOMB" means the Illinois Governor's Office of Management and Budget.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Grantee Portal" has the same meaning as in 44 Ill.Admin. Code Part 7000.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"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 Part 7000.

"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 Part 7000.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"OMB" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"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 Part 7000.

"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 Part 7000.

"Unique Entity Identifier" or "UEI" means the unique identifier assigned to the Grantee by SAM.

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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 Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. All obligations regarding Grant Funds management shall survive this Agreement's termination or expiration. *See* 2 CFR 200.343(d); 2 CFR 200.305(b)(9); 30 ILCS 705/5. A Grantee who is required to reimburse Grant Funds 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; 44 Ill. Admin. Code 7000.450(c). In addition, as required by 44 Ill.Admin. Code 7000.440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

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. See 2 CFR 200.305; 44 Ill. Admin. Code Part 7000.

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 be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or. to the Grantor, as applicable.

(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).

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4.7 Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **PART TWO** , **PART THREE, or Exhibit C**. 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 (or sub-grantee) must contain the following certification by an official authorized to legally bind the Grantee (or sub-grantee):

> By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. 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; 30 ILCS 708/120).

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 by reference. 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 G**. 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, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

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 or 44 Ill. Admin. Code 7000.370(b). 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.

6.3 Discretionary Line Item Transfers. Unless prohibited from doing so in 2 CFR 200.308 or 44 Ill Admin. Code 700.370(b), 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) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(d).

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations, in a format prescribed by Grantor. For Grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award.. For Grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(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.

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

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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 and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule- based or programmatic limit.

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. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/520, Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 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 G** 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.

(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. 2 CFR 200.303.

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(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 Awards, whether funded in whole or in part with either federal or State funds, are subject to federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

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).

(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).

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(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 2 CFR 200.205(a), 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.

(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.

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(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.

(u) **Illinois Works Review Panel**. For Awards made for public works projects, as defined in the Illinois Works Job Program Act, Grantee certifies that it and any contractor(s) or sub-contractor(s) that performs work using funds from this Award, shall, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

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 Financial Assistance, 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:

(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 (as amended)(42 USC 12101 *et seq.*); and

(f) The Age Discrimination Act (42 USC 6101 *et seq.*).

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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(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

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 or 44 Ill. Admin. Code §§ 7000.430(a) and(b). 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 and 44 Ill Admin. Code 7000.430(e), 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 or inquiry.

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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. Unless so specified, the first of such reports shall cover the first three months after the Award begins, and reports must be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE,** unless additional information regarding required financial reports is set forth in **Exhibit G**. 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. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

13.2 Close-out Reports.

(a) Grantee shall submit a Close-out Report no later than the date specified in **PART TWO** or **PART THREE** following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343; 44 Ill. Admin. Code 7000.440(b).

(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.

13.4 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. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply.

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**, **PART THREE** or **Exhibit G**. 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. Pursuant to 2 CFR 200.207, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit based review of the application. In such cases, Grantor shall notify Grantee of same in **Exhibit G**. Pursuant to 2 CFR 200.328 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE.** 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, no later than the due date specified in **PART TWO** or **PART THREE** following the end of the period of performance or Agreement termination. *See* 2 CFR 200.343; 44 Ill. Admin. Code 7000.440(b)(1).

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 and policies set forth by the Governor's Office of Management and Budget. *See* 30 ILCS 708/65(c); 44 Ill. Admin. Cost 7000.90.

15.2 Consolidated Year-End Financial Reports.

(a) This Paragraph 15.2 applies to all Grantees, unless exempted pursuant to a federal or state statute or regulation, which is identified in **PART TWO** or **PARTH THREE.**

(b) Grantees shall submit Consolidated Year-End Financial Reports, according to the required audit, namely:

(i) From Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the end of the Grantee's fiscal year or (b) 30 calendar days following completion of the audit; or

(ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the end of Grantee's fiscal year.

These deadlines may be extended at the discretion of the Grantor, but only for rare and unusual circumstances such as a natural disaster.

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

(d) Consolidated Year-End Financial Reports must included an in relation to opinion from the report issuer on the financial statements included in the Consolidated Year-End Financial Report.

(e) Consolidated Year-End Financial Reports shall follow a format prescribed by Grantor.

15.3 Audit Requirements.

(a) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends $750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of the peer and external quality control reviews, management letters, AU-C 265 communications and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

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(b) Financial Statement Audit. If, during its fiscal year, Grantee expends less than $750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends $500,000 or more in Federal and State Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit G** based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than $500,000 in Federal and State Awards, singularly or in any combination, from all sources, but expends $300,000 or more in Federal and State Awards, singularly or in any combination from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee shall have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of Federal and State Awards.

(iv) If Grantee does not meet the requirements in subsections 15.2(b) and 15.2(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 6 months after the end of the Grantee's audit period.

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 or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.5 Delinquent Reports. 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. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XVI
TERMINATION; SUSPENSION; NON-COMPLIANCE

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) calendar 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

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(iv) 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 Non-compliance. If Grantee fails to comply with applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code §§ 7000.80, 7000.260.

16.4 Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341; 44 Ill. Admin. Code §§ 7000.80, 7000.260.

16.5 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.

(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.

16.6 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. In all agreements between Grantee and its sub-grantees, Grantee shall insert term(s) that requires that all sub-grantees adhere to the terms of this Agreement.

17.3 Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it lawfully obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds. 2 CFR 200.344; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

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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, UEI, SAM 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. To the extent permitted by Illinois law, 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
STRUCTURAL ORGANIZATION

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 significantly 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 or changes significantly affecting its overall structure 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. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its governance structure. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES

20.1 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 30 ILCS 708/35.

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

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 or in part with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439. 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.

22.4 Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, are no longer needed for their original purpose. Notwithstanding anything to the contrary contained within the Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

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 shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and 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 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 **G**, **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.

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.

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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.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: 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 statue(s) or rule(s), the relevant statute(s) or rule(s) shall control.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statue(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

26.13 Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois 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.

26.14 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.

26.15 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.

26.16 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.

26.17 Attorney Fees and Costs. Unless prohibited by law, 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.

26.18 Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including final indirect cost rate adjustments, including those funds obligated pursuant to ARTICLE XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

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Agreement No. 21-1439-24818

EXHIBIT A
PROJECT DESCRIPTION

CSFA Number	NOSA/SAIN Number	GATA Registration Number
494-00-1439	1439-24818	680668

East West Gateway Great Streets

Scope of Project:

East-West Gateway Council of Governments (the Council) is seeking Illinois State Research and Planning funds to conduct an approximately eleven-month Great Streets Initiative (the Initiative) planning project on the Illinois side of the St. Louis region. The scope includes an open competitive project selection process, consultant selection/procurement, and multi-disciplinary planning services culminating in a final plan document.

The Great Streets Initiative Program - In 2006 the Council launched the Initiative. The Initiative was designed to envision streets as more than spaces for automotive travel; rather as integrated conduits for moving people, improving connectivity, enhancing local economies, and creating attractive, interesting places – in brief, building stronger communities. Further, the Initiative focused on providing communities with tools and relevant examples to assist them in rethinking the relationships between streets and their social and economic objectives. The Initiative provides multi-disciplinary planning assistance (including market analysis and strategy, multi-modal transportation planning, urban design and governance, and performative landscaping with low impact utility systems) with significant and repeated community engagement.

Selecting the Study Area - The Council will begin the effort by announcing a call for projects on the Illinois side of our region. Council staff will target outreach and education about the initiative, along with one-on-one application assistance for interested municipalities in an effort to attract many quality applications for the planning assistance. Staff will evaluate the applications based on their relevance to the Great Streets Initiative principles (http://www.ewgateway.org/wp-content/uploads/2017/07/GSprinciples.pdf) and select a project to advance through planning. Applications must include a commitment to provide the required 20% local match funding.

Procuring a Consultant Team - Working with the selected project's applicant, Council staff will refine the scope of work, issue a request for professional services, and procure a project consultant team in accordance with applicable requirements. Council staff and the local project sponsors (typically the project applicant with match funding partners) will collaboratively manage the consultant team throughout the planning process.

The following list of tasks is the proposed template for the consultant contract for this project:

Collaboration - The consultant team collaboration will be managed by the consultant's project manager in order to ensure that the various interests and planning disciplines are fully engaged and equitably emphasized through every planning issue for the entire duration of the project. The different practitioners are not simply plugged in and out discretely during the process. Land use, transportation, economic, and environmental issues are constantly assessed during the planning process to help both the planning team and the community make well informed decisions.

A community engagement consultant will be a key part of the consultant team in order to facilitate efficient and productive community and consultant education and input for the duration of the process. While interviews, focus groups, and advisory committee meetings will occur throughout the planning process, multiple public meetings will be held strategically in order to define the community's Vision for itself (informed by the consultant's existing conditions analysis). Community and stakeholder input will be gathered and documented using a variety of methods such as a project website surveys, keypad polling, comment cards, interviews, etc. The state DOT has been a partner in all previous Great Streets planning efforts, and we anticipate that IDOT will be one of the select stakeholders and Advisory Committee members throughout the project. Furthermore, if IDOT owns or manages the facility in the selected project area, IDOT will participate in the project scope definition before the consultant services RFP is released.
Related consultant contract tasks:

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Task #1 – Project Management/Administration (process detail clarification, consultant team management, and contract administration)

Task #1 Deliverables:
- Consultant work schedule
- Invoices with progress report
- Meeting agendas and notes throughout the contract

Task #2 – Community Engagement & Collaboration (structure, facilitate, and record substantive and iterative education and input from individuals, focus groups, the public at large, and the consultant team)

Task #2 Deliverables:
- Community engagement plan
- Meetings and related minutes/records for all meetings
- Community outreach activities and related public feedback
- Presentation materials
- Public meeting reports

Analysis - The consultant team will start by conducting an extensive assessment of the existing project area. During these key interviews and background/data research, the team familiarizes itself with the data, context, organization, and history of the place they are working in. This information is complemented by the community's sharing of priorities, goals, and vision. The goals and vision are recorded and used to define an array of relevant performance measures. Related consultant contract tasks:

Task #3 – Examination / Analysis of Existing Conditions (a professional assessment of the study area relevant history, infrastructure, market, leadership, land uses, and apparent priorities and goals in order to establish a baseline to inform the community visioning session)

Task #3 Deliverable: Existing conditions report to include:
- Market / Land-Use Analysis (current mix, market capacity, development patterns, demographics, etc.)
- Transportation network by mode (access, completeness, use, condition, safety, performance, parking, mode shift, etc.)
- Utility infrastructure (providers, locations, age, condition, capacity, etc.)
- Recent/concurrent/pending planning, infrastructure, and development efforts
- Governance (municipal, business, community, formal and informal)
- Local history
- Relevant community assets and challenges

Task #4 – Goals, Objectives, Measures, and Strategies Statement based on the community's defined vision for itself. Vision defines the general goals (ie: improve safety). The general goals are clarified by identifying the specific objectives (ie: shorten street crossings, lower speed, etc.). Targeted improvements (measures) are assigned to the various objectives (ie: reduce crossing distances by 15', slow observed 85th percentile traffic speeds by 10mph, etc.). Various optional plan strategies are then evaluated against the defined measures.
It is important that the Goals, Objectives, Measures, and Strategies statement requires the evaluation of plan options against the defined measures. Plan recommendations will then relate directly to the Vision and Goals set forth by the local community.

Task #4 Deliverables:
- Vision Statement
- Draft goals, objectives, measures, and strategies statement
- Final goals, objectives, measures, and strategies statement

Possibilities - The completed work serves as the foundation for the consultant team, project sponsors, and advisory committee to consider relevant "best practice" case studies and to generate and develop a range of possible recommendations and options. The consultant team then works with the community to clarify its appetite for the various recommendations and to refine those that are most feasible and desirable into a working plan concept.

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Related consultant contract tasks:

Task #5 – Plan Options Assessment (develop and discuss options for the community, based on the vision, and evaluated according to their contribution towards the stated goals and objectives, arriving at a preliminary preferred plan)

Task #5 Deliverables:

- Preliminary plan options
- Record of option selection
- Preferred plan option

Refining the Plan - Visiting again with the community, the consultant team gathers detailed input to further refine the plan and its related recommendations. The plan's impact on the vision, goals, and performance measures is constantly assessed. Once the plan is complete, the consultant team engages again with the community to present the detailed plan and to discuss and gather input on the implementation priorities, sequencing, and ownership. The various plan recommendations will likely include strategies on governance, business community structure, transportation infrastructure, utilities and environmental infrastructure, and land use / development strategies. All of these supporting systems will be designed in sync with each other and focused on achieving the community's stated vision and goals. In this way the various plan recommendations can be orchestrated to build local capacity and momentum. Incremental implementation towards a singular vision, over time, is the most likely scenario for success. The work and sequence is mapped out for the community, and they are prepared to opportunistically seek funding and partnerships that occasionally surface.

Related consultant contract tasks:

Task #6 – Detailed Plan (including vision, goals, measures, strategies, record of engagement process, preferred plan and recommendations, including implementation priorities, sequencing, and scope/schedule/budget, responsible parties, and likely funding sources / partnerships identified for the various recommendations)

Task #6 Deliverables:

- Draft detailed plan document
- Final detailed plan document
- Community presentation of final plan document and implementation strategies

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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 authorized inspection or review, 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.

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.

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Procurement Procedures/Employment of Grantor Personnel

1. Procurement of Goods or Services - Federal Funds - For purchases of products or services with any Federal funds that costs 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 (no less than three (3)) 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. 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.

For Micro-Purchase (2 C.F.R. 200.67) Procurement of Goods or Services with Federal Funds: where the aggregate amount does not exceed the micro-purchase threshold currently set at $3,000 (or $2,000 if the procurement is construction and subject to Davis-Bacon), to the extent practicable, the Grantee must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the Grantee considers the price to be reasonable. The micro-purchase threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1

2. 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 $100,000.00 and $100,000.00 for professional and artistic services) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) 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.

For Procurement of Goods or Services that cost less than $20,000.00, the Grantee shall comply with the following procurement standards:

($1- $1999, no Grantor Involvement)

1. Estimate the total cost of the procurement.
2. The Grantee may choose any vendor desired.
3. Grantee may choose to award without soliciting competitive quotations if Grantee considers the price to be reasonable.

($2,000- $4,999, requires Grantor approval)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Develop specifications to solicit quotes.
4. Obtain quotes from three (3) vendors. Grantee is encouraged to use the registered small business vendor directory (ipg.vendorreg.com).
5. Grantee's purchasing officer shall obtain authorization from Grantor's point of contact provided on Exhibit D.
6. Award to the responsive bidder with the lowest price.

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($5,000- $9,999, requires Grantor approval)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Develop specifications to solicit quotes.
4. Obtain quotes from three (3) vendors. Grantee is encouraged to use the registered small business vendor directory (ipg.vendorreg.com).
5. Grantee's purchasing officer shall obtain authorization from Grantor's point of contact provided on Exhibit D.
6. Award to the responsive bidder with the lowest price.

($10,000-$19,999, requires Grantor approval)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Identify registered small businesses in the applicable category.
4. Develop specifications to solicit quotes.
5. Email **ALL** identified small business vendors a request for quote (ipg.vendorreg.com)
6. Prepare or submit information to Grantor's point of contact in Exhibit D.
7. Obtain authorization from Grantor's point of contact provided on Exhibit D.
8. All applicable forms must be approved prior to awarding the contract.

3. 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.

Reporting. Grantee agrees to submit periodic financial and performance reporting on the approved IDOT BoBS 2832 form. Grantee shall file Quarterly BoBS 2832 reports with Grantor describing the expenditure(s)of the funds and performance measures related thereto.

The first BoBS 2832 report shall cover the first reporting period after the 03/01/2021 effective date of the Agreement. Quarterly reports must be submitted no later than 30 calendar days following the period covered by the report.

For the purpose of reconciliation, the Grantee must submit a BoBS 2832 report for the period ending 12/31 (Grantee's Fiscal Year End date).

A BoBS 2832 report marked as "Final Report" must be submitted to the Grantor 60 days after the end date of the Agreement. Failure to submit the required BoBS 2832 reports may cause a delay or suspension of funding.

The Grantee must submit a BoBS 2832 report for the period ending 6/30 - State fiscal Year End Grantee shall submit to Grantor a BoBS 2832 report for the period ending June 30 within 30 calendar days of the end of the State Fiscal Year.
The Grantee must submit a BoBS 2832 report for the period ending 9/30 - Federal Fiscal Year End Grantee shall submit to Grantor a BoBS 2832 report for the period ending September 30 within 30 calendar days of the end of the Federal Fiscal Year.
The Grantee must submit the following other required reports: Please specify
In addition to the aforementioned reporting requirements, Grantee shall submit the following reports:

[Here is where the Grantor lists required reports.]

☒ **Renewal.** This Agreement may not be renewed.

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FEDERALLY FUNDED AGREEMENTS

Standard Assurances. The Grantee assures that it will comply with all applicable federal statutes, regulations, executive orders, U.S. DOT regulations , and other federal requirements in carrying out any project supported by federal funds. The Grantee recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The Grantee agrees that the most recent federal requirements will apply to the project as authorized by 49 U.S.C. Chapter 53, Title 23, United States Code (Highways), the Moving Ahead for Progress in the 21st Century Act (MAP-21), the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), as amended by the SAFETEA-LU Technical Corrections Act of 2008, Fast Act, 23 USC 134, or other Federal laws.

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

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

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

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

3. It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements of 49 U.S.C. 5332 and 49 CFR Part 21 to other parties involved therein including any subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.

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

5. The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance.

6. It will make any changes in its 49 U.S.C. 5332 and Title VI implementing procedures as U.S. DOT may request.

Control of Property. The Grantee certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of 2 CFR Part 200, and all other applicable Federal requirements.

Cost Principles. The cost principles of this Agreement are governed by the cost principles found in 2 CFR Part 200, "Cost Principles for State, local or Indian tribal governments", and all costs included in this Agreement are allowable under 2 CFR Part 200, "Cost Principles for State, local or Indian tribal governments". Additionally, 2 CFR Part 200 establishes principles and standards for determining costs for Federal awards carried out through grants and other agreements with

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state and local governments, and should be reviewed for further guidance on cost principles.

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

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

The Grantee agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by the Grantor. The Grantee agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Grantor, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The Grantee may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless the Grantee knows the certification is erroneous. The Grantee may decide the method and frequency by which it determines the eligibility of its principals. The Grantee may, but is not required to, check the Non-procurement List. If the Grantee knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation, in addition to other remedies available to the federal government, the Grantor may terminate this Agreement for cause or default.

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

Drug Free Workplace.The Grantee certifies that it will comply with the requirements of the federal Drug Free Workplace Act, 41 U.S.C. 702 as amended, and 49 CFR 32.

Disadvantaged Business Enterprise Assurance. In accordance with 49 CFR 26.13(a), as amended, the Grantee assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26, as amended. The Grantee assures that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from the U.S. DOT. The Grantee DBE program, as required by 49 CFR Part 26, as amended, will be incorporated by reference and made a part of this Agreement for any Federal assistance awarded by FHWA or U.S. DOT. Implementation of this DBE program is a legal obligation of the Grantee, and failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification by the Federal

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Government or the Grantor to the Grantee of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Remedies Act, 31 U.S.C. 3801 et seq., as amended.

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

Procurement Compliance Certification. The Grantee certifies that its procurements and procurement system will comply with all applicable third party procurement requirements of Federal laws, executive orders, regulations, and requirements, as amended and revised. The Grantee certifies that it will include in its contracts financed in whole or in part with U.S. DOT or FHWA assistance all clauses required by Federal laws, executive orders, or regulations, and will ensure that each subrecipient and each contractor will also include in its subagreements and its contracts financed in whole or in part with U.S. DOT or FHWA assistance all applicable clauses required by Federal laws, executive orders, or regulations.

Intelligent Transportation Systems Program. As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture."
1. Grantee assures it will comply with 23 U.S.C. 517(d), as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21) and other federal requirements that may be issued in connection with any ITS project it undertakes financed with Highway Trust Funds (including funds from the mass transit account) or funds made available for the Intelligent Transportation Systems Program.

2. With respect to any ITS project financed with Federal assistance derived from a source other than Highway Trust Funds (including funds from the Mass Transit Account) or 23 U.S.C. 517(d), the Grantee assures that is will use its best efforts to ensure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

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

Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF 424B and SF 424D).

As required by OMB, the Grantee certifies that it:

1. Has the legal authority and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project.
2. Will give the U.S. Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;

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4. Will initiate and complete the work within the applicable project time periods;
5. Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
• Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
• Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, which prohibit discrimination on the basis of sex;
• Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
• The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
• The Drug Abuse, Prevention, Treatment and Rehabilitation Act, Public Law 92-255, and amendments thereto, 21 U.S.C. 1101 et seq. relating to nondiscrimination on the basis of drug abuse;
• The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Public Law 91 616, and amendments thereto, 42 U.S.C. 4541 et seq. relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
• The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-2 related to confidentiality of alcohol and drug abuse patient records;
• Title VIII of the Civil Rights Act, 42 U.S.C. 3601 et seq., relating to nondiscrimination in the sale, rental, or financing of housing;
• Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited, to 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and Section 1101(b) of SAFETEA-LU, and 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in transportation-related programs; and
• Any other nondiscrimination statute(s) that may apply to the project.
6. Will comply with all federal environmental standards applicable to the project, including but not limited to:
• Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;
• Notification of violating facilities pursuant to Executive Order 11738;
• Protection of wetlands pursuant to Executive Order 11990;
• Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
• Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 et seq.;
• Conformity of federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 et seq.;
• Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;
• Protection of endangered species under the Endangered Species Act of 1973, as amended;
• The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 et seq., which relates to protecting components or potential components of the national wild scenic rivers system; and
• Environmental impact and related procedures pursuant to 23 C.F.R. Part 771.
7. Will comply with all other federal statutes applicable to the project, including but not limited to:
• Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which provides for fair and equitable treatment of persons displaced whose property is acquired as a result of federal or federally-assisted programs;
• The Hatch Act, 5 U.S.C. 1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds;
• The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
• Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470;
• Executive Order 11593, which relates to identification and protection of historic properties;
• The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 et seq.;
• The Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 et seq., which relates to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by a federal award of assistance;
• The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 et seq., which relates to prohibiting the use of lead-based paint in construction or rehabilitation of residence structures;

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• The Single Audit Act Amendments of 1996 and 2 CFR Part 200, "Audits of States, Local Governments, and Non-Profit Organizations"; and
• Use of parks, recreation areas, wildlife and waterfowl refuges, and historic sites pursuant to 23 C.F.R. Part 774 (Section 4(f) requirements).

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

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

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

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

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

Fly America. Grantee will comply with 49 U.S.C. §40118, 4 CFR §52 and U.S. GAO Guidelines B- 138942, 1981 U.S. Comp. Gen. LEXIS 2166, March 31, 1981 regarding costs of international air transportation by U.S. Flag air carriers. Preference for Recycled Products. To the extent applicable, the Grantee agrees to give preference to the purchase of recycled products for use in this Agreement pursuant to the various U.S. Environmental Protection Agency (EPA) guidelines, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

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

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Consultant ("Consultant") and East-West Gateway Council of Governments (the "Council") have entered into an agreement (the "Agreement") with respect to the _____ project (the "Project"). As defined in the Appendix I: Scope of Work – _____ ("Appendix I"), Consultant will conduct various outreach activities including, but not limited to: _____ for the Project. Consultant shall conduct its outreach activities in accordance with the requirements expressed in this Exhibit 2 – Title VI Requirements for Public Outreach ("Exhibit 2"). Exhibit 2's requirements apply to any "public" outreach activity as it is defined in Paragraph 1, Part (a).

1. Definitions

a. A **public** outreach activity means one that is directed towards, seeks input from, or is open to ordinary individuals in the community (a.k.a. the "general public" as it is commonly defined).

b. A **closed** outreach activity means one that is invitation only, only open to individuals from a particular group or sub-set of the general public (i.e. only engineers, only City Council members, etc.), or not otherwise directed towards the general public. Stakeholder interviews that are conducted one-on-one or in small groups (i.e. 2 – 3 individuals) are an example of an outreach activity that is not considered "public".

2. Title VI Requirements, Generally

The Project is supported by federal funding and, therefore, Consultant's public outreach activities for the Project must meet the federal requirements expressed in Title VI of the Civil Rights Act of 1964 ("Title VI") and its implementing regulations, which prohibits discrimination against individuals on the basis of race, color, or national origin in the provision of programs or activities that receive federal funding. To this end, and in accordance with the Council's Title VI Program, Consultant must ensure that the public outreach activities that it undertakes as part of the Agreement are conducted in a non-discriminatory and open manner that is Title VI compliant.

3. Public Notices

a. *Generally.* Consultant must actively notify the public about any meetings / events that are conducted for the Project. If Consultant's work includes collection of public feedback (i.e. through surveys), then Consultant must also actively notify the public about how to provide its feedback. Any notices for the Project must meet the requirements expressed in Paragraph 3, Part (b).

b. *Notices for Meetings / Events*. Each meeting / event notice must include ***all*** of the following information about the meeting / event:

i. Purpose / description, including the Council's involvement,
ii. Location, including facility name (i.e. St. Louis Public Library), physical address, room number, etc.,
iii. Date(s),
iv. Start and end times, and

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v. Title VI notice and information regarding who an individual can contact to receive accommodations for the meeting / event, as follows (*italics* not required):

East-West Gateway Council of Governments 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/titlevi or call (314) 421-4220 or (618) 274-2750. EWG is committed to ensuring that all meetings are both ADA and LEP accessible. To request a reasonable accommodation for this meeting please contact EWG's Title VI Coordinator at least 48 business hours prior to the meeting at (314) 421-4220 or titlevi@ewgateway.org.

c. *Web-based Outreach.*

i. Project Websites. If Consultant's scope of work includes the creation, development, or maintenance of a project website, then Consultant must contact the Council's point of contact designated in the Agreement, Paragraph 15, Part (a)(i)(1) to ensure that the proper protocols are followed to create and publish the website. In general, a stand-alone project website for the Project is not permitted. The Council's website should be utilized whenever possible to distribute Project information. In limited circumstances, the Council may permit Consultant to develop a stand-alone website or webpage; however, Consultant must obtain the Council's express written authorization before undertaking this work. As described in the Agreement, Paragraph 7, the Council is the owner of any project website or webpage and any domain name must be registered by the Council and not by Consultant. The Council's point of contact designated in the Agreement, Paragraph 15, Part (a)(i)(1) will direct Consultant as to which notices and other information must be included on any project website or webpage.

ii. Surveys. If Consultant uses a survey or similar instrument to collect feedback about the Project, then Consultant's notifications about the survey **and** the survey instrument itself (both printed and web-based) must include ***all*** of the following information:

1. Purpose / description, including the Council's involvement,
2. Date(s) that the survey is available,
3. Contact information for project staff that the public can contact with questions about the Project, and
4. Title VI notice and information regarding who an individual can contact to receive accommodations to take the survey, as follows (*italics* not required):

East-West Gateway Council of Governments 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/titlevi or

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call (314) 421-4220 or (618) 274-2750. EWG is committed to ensuring that this survey is accessible. To request a reasonable accommodation to participate in this survey please contact EWG's Title VI Coordinator at (314) 421-4220 or (618) 274-2750 or titlevi@ewgateway.org.

iii. Section 508 Compliance. All websites and web-based programs used for public outreach must be Section 508 compliant as described in the Agreement, Appendix IV – Title VI, DBE & Other Nondiscrimination Requirements, Paragraph 4.0. Consultant is not permitted to utilize web-based programs for public outreach activities that do not meet Section 508 compliance standards.

d. *The Council's Approval Required*. Consultant must obtain the Council's approval of any public notice and any survey / feedback collection instrument **before** either is distributed to the public. Consultant may not distribute the notice or any survey / feedback collection instrument unless and until it receives the Council's approval. In order to obtain the Council's approval, Consultant must submit via e-mail and to the Council's point of contact designated in the Agreement, Paragraph 15, Part (a)(i)(1) all of the following:

i. A copy of the notice or survey / feedback collection instrument (including URL).

ii. A description of:

1. the proposed distribution date, and
2. the methods by which Consultant intends to distribute the notice or survey / feedback collection instrument to the public (i.e. newspaper, direct mail, e-mail blasts, website posting, etc.).

The notice or survey / feedback collection instrument must be submitted to the Council at least ten (10) calendar days prior to the date on which it will be distributed to the public. The Council will notify Consultant, via e-mail, whether the notice or survey / feedback collection instrument is approved for distribution or whether changes need to be made to the material. The Council will also approve the methods by which Consultant intends to distribute the notice or survey / feedback collection instrument.

d. *Distribution to the Public*. Consultant shall distribute the notice or survey / feedback collection instrument to the public using any means or mechanism that can reasonably be expected to reach residents, stakeholders, or other persons / entities that will be affected by the Project. The methods chosen by Consultant must be based upon the intended audience for the meeting / event. For example, if the intended audience is known to have limited or no access to the internet, then a distribution method that primarily relies upon e-mail, website posting, or other internet-based notifications would not be considered reasonable. Distribution methods may include, but are not limited to: direct mail, placing printed copies in local businesses or community centers, door hangers, newspapers or local periodicals, e-mail blasts, website posting, etc.

e. The Council is not responsible for and will not pay for any costs associated with correcting, reproducing, re-printing a meeting / event notice, survey / feedback instrument, or website / webpage when the need for correcting, reproducing, or re-printing is caused by Consultant's failure to obtain the Council's written authorization

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before publishing the materials. Consultant shall, at Consultant's own expense, correct, reproduce, or re-print any meeting / event notice, surveys / feedback instrument, or website / webpage that were publicized, produced, or printed without the Council's prior authorization.

4. Meeting / Event Location(s) & Facilities

The meeting / event location(s) and facilities chosen by Consultant must be ADA accessible and, to the extent possible, in close proximity to public transportation. The facilities must also be of an appropriate size to accommodate the likely number of attendees and must have proper amenities (i.e. accessible, public restrooms). Consultant must coordinate the selection of location(s) and facilities with the Council's project management and community engagement staff.

5. Language Assistance Services

In accordance with the Council's Title VI Program, Appendix 5 – LEP Plan, the Council may make language assistance services available for purposes of public outreach activities. If Consultant believes that outreach materials need to be translated into another language or that an interpreter needs to be provided at a meeting / event, then Consultant must contact the Council's point of contact designated in the Agreement, Paragraph 15, Part (a)(i)(1) so that the Council can make arrangements for these services. ***Consultant is not permitted to obtain these services on its own***. If language assistance services are provided, then the Council will pay for these services unless the cost of these services is included in Consultant's budget / milestone payment schedule. The Council will not pay for services that it did not either obtain or provide its express, written authorization for Consultant to obtain.

6. Title VI Brochures

The Council has several Title VI brochures and related materials, including "Know Your Rights," that Consultant must make available at each public meeting / event. The Council will provide copies of these documents to Consultant. Please contact the Council's Manager of Community Engagement and Local Government Services, Roz Rodgers, at (314) 421-4220 or e-mail titlevi@ewgateway.org to obtain copies of these materials.

7. Reporting about Public Meetings / Events

For each public meeting / event that Consultant holds / hosts for the Project and for any survey / feedback collection, Consultant must complete an East-West Gateway Activity Tracker survey that can be found at the following link: https://www.surveymonkey.com/r/virtual-or-in-person-tracker. This survey must be completed no later than fourteen (14) calendar days after the meeting / event. Consultant must notify the Council's point of contact designated in the Agreement, Paragraph 15, Part (a)(i)(1) when it has completed the survey.

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When completing the on-line survey, please follow the instructions below to get started. The **bolded words** indicate the sections of the on-line survey and the *italicized words* are the instructions.

a. Under the section: "**Name of staff completing form."**

Enter the name of Consultant's staff person who is completing the survey followed by "____" so that Council staff knows whose staff completed the survey.

b. Under the section: "**Select your department and project area."**

Select "____" from the drop-down list under the "Transportation" department.

c. Under the section: "**What kind of public engagement activity did you do?"**

Select "Hosted a public meeting, open house or other event" for each public meeting / event and select "Conducted a survey" for the any survey / feedback collection.

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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 the EWG staff person listed below. *Please submit your completed questionnaire and all additional materials to Staci Alvarez, Director of Administration / Title VI Coordinator (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
Staci Alvarez Director of Administration / Title VI Coordinator 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-DISCRIMATION 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/about-us/what-we-do/title-vi/ 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** _____

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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** _____

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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.

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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 the EWG staff person listed below. ***Please submit your completed questionnaire and all additional materials to Staci Alvarez, Director of Administration / Title VI Coordinator (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
Staci Alvarez Director of Administration / Title VI Coordinator 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. 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.

Appendix 2 - Draft Contract Terms & Conditions
FY 2023 Great Streets – O'Fallon
Solicitation # 2022RFP10-ILGRTSTREETS

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 subcontrators 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** _____

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FY 2023 Great Streets – O'Fallon
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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.

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FY 2023 Great Streets – O'Fallon
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