COLES COUNTY BOARD
Regular Meeting
June 9, 2020

The regular meeting of the Coles County Board was called to order at 7:00 p.m. with the following members present Juan Barron, Brandon Bell, Travis Coffey, Denise Corray, John Doty, Jeremy Doughty, Jeremy East, Brian Marvin, Stan Metzger, Nancy Purdy, Rick Shook, with Chairman Mike Zuhone presiding.

Pledge to the Flag.

APPROVAL OF MINUTES

Motion by Shook, seconded by Marvin to approve the May 13, 2020 County Board Minutes with the consent of the County Board.

AYES: Barron, Bell, Coffey, Corray, Doty, Doughty, East, Marvin, Metzger, Purdy, Shook, Zuhone (12)
NAYS: None (0)
ABSENT : None (0)

APPROVAL OF SPECIAL MEETING MINUTES

Motion by Marvin, seconded by East to approve the May 18, 2020 County Board Special Meeting Minutes with the consent of the County Board.

AYES: Barron, Bell, Coffey, Corray, Doty, Doughty, East, Marvin, Metzger, Purdy, Shook, Zuhone (12)
NAYS: None (0)
ABSENT : None (0)

APPROVAL TO MAKE AN APPOINTMENT – LINCOLN FIRE PROTECTION DISTRICT WITH THE CONSENT OF THE BOARD

For copy of the appointment see page 4590

AYES: Barron, Bell, Coffey, Corray, Doty, Doughty, East, Marvin, Metzger, Purdy, Shook, Zuhone (12)
NAYS: None (0)
ABSENT : None (0)

RESOLUTION RE: PREVAILING WAGE

For a copy of the resolution see pages 4591-4592

Motion by Purdy, seconded by Shook

AYES: Barron, Bell, Corray, Doty, Doughty, East,
Marvin, Metzger, Purdy, Shook, Zuhone (11)
NAYS: None (0)
ABSENT : None (0)
ABSTAIN: Coffey (1)

RESOLUTION RE: ONE TAX SALE

For a copy of the resolution see page 4593

Motion by Metzger, seconded by Marvin

AYES: Barron, Bell, Coffey, Corray, Doty, Doughty, East,
Marvin, Metzger, Purdy, Shook, Zuhone (12)
NAYS: None (0)
ABSENT : None (0)

RESOLUTION RE: AMEND BUDGET 2019 BOND PROJECT

For a copy of the resolution see page 4594

Motion by Metzger, seconded by Marvin

AYES: Barron, Bell, Coffey, Corray, Doty, Doughty, East,
Marvin, Metzger, Purdy, Shook, Zuhone (12)
NAYS: None (0)
ABSENT : None (0)

AGREEMENT: DIAL A RIDE/COLES COUNTY COUNCIL ON AGING TO PROVIDE TRANSPORTATION FOR FY21

For a copy of the agreement see page 4595-4611

Motion by Metzger, seconded by Doty

AYES: Barron, Bell, Coffey, Corray, Doty, Doughty, East, Marvin, Metzger, Purdy, Shook, Zuhone (12)
NAYS: None (0)
ABSENT : None (0)

RESOLUTION RE: CONTRACT FOR BRIDGE REPAIRS CO HWY 17 – EAST HARRISON STREET

For a copy of the resolution see page 4612

Motion by Doty, seconded by Coffey

AYES: Barron, Bell, Coffey, Corray, Doty, Doughty, East, Marvin, Metzger, Purdy, Shook, Zuhone (12)
NAYS: None (0)
ABSENT : None (0)

RESOLUTION RE: CONTRACT FOR CLASS B PATCHING CO HWY 6

For a copy of the resolution see page 4613

Motion by Doty, seconded by East

AYES: Barron, Bell, Coffey, Corray, Doty, Doughty, East, Marvin, Metzger, Purdy, Shook, Zuhone (12)
NAYS: None (0)
ABSENT : None (0)

AGREEMENT: INTERGOVERNMENTAL AGREEMENT LAFAYETTE TOWNSHIP – COST SHARE BRIDGE REPAIR TR 118

For a copy of the agreement see page 4614-4616

Motion by Doty, seconded by Shook

AYES: Barron, Bell, Coffey, Corray, Doty, Doughty, East, Marvin, Metzger, Purdy, Shook, Zuhone (12)
NAYS: None (0)
ABSENT : None (0)

AGREEMENT: FEDERAL PARTICIPATION USE OF HWY SAFETY FUNDS – COUNTY HWY 18 SHOULDER PROJECT

For a copy of the agreement see page 4617-4623

Motion by Doty, seconded by East

AYES: Barron, Bell, Coffey, Corray, Doty, Doughty, East, Marvin, Metzger, Purdy, Shook, Zuhone (12)
NAYS: None (0)
ABSENT : None (0)

RESOLUTION RE: LOCAL FUND APPROPRIATON SECTION 18-00175-OOSD

For a copy of the resolution see page 4624

Motion by Doty, seconded by Shook

AYES: Barron, Bell, Coffey, Corray, Doty, Doughty, East, Marvin, Metzger, Purdy, Shook, Zuhone (12)
NAYS: None (0)
ABSENT : None (0)

APPROVAL OF BILLS - COLES COUNTY

Motion by Marvin, seconded by Bell to approve the payment of the Coles County bills.

AYES: Barron, Bell, Coffey, Corray, Doty, Doughty, East, Marvin, Metzger, Purdy, Shook, Zuhone (12)
NAYS: None (0)
ABSENT : None (0)

APPOINTMENTS

No appointments

PUBLIC COMMENTS

Public comments were heard from the following:

Rob Perry Charles Stodden James Dinaso

ADJOURNED

Upon motion by Doughty, seconded by Bell, the Coles County Board was adjourned at 8:21 p.m. with the consent of the County Board.

AYES: Barron, Bell, Coffey, Corray, Doty, Doughty, East, Marvin, Metzger, Purdy, Shook, Zuhone (12)
NAYS: None (0)
ABSENT : None (0)

ATTEST:

_____ County Clerk

Ryan Berkheimer
14 Country Lane
Mattoon, IL 61938

April 1, 2020

Mr. Mike Zuhone
Chair – Coles County Board
651 Jackson Ave.
Charleston, IL 61920

Mr Zuhone,

My name is Ryan Berkheimer. I am currently serving as the President on the Board of Trustees for the Lincoln Fire Protection District in Coles County, IL. I was appointed by your Board on September 11, 21018 to fulfill a vacancy term ending on May 31, 2020. The purpose of this letter is to formally request your reappointment to the Board of Trustees for the Lincoln Fire Protection District for the term of June 1, 2020 – May 31, 2023. It has been my pleasure to serve the citizens of Coles County and specifically the residents of this fire district. It is with much excitement that I request to continue serving this community in this manner. Thank you very much for your attention in this matter.

Respectfully,

Ryan L. Berkheimer

State of Illinois)
)ss.
County of Coles)

ORDINANCE RE: PREVAILING RATE OF WAGES

WHEREAS, the State of Illinois has enacted "An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, county, city or any public body or any political subdivision or by any one under contract for public works," approved June 26, 1941, codified as amended, 820 ILCS 130/1 et seq. (1993), formerly Ill. Rev. Stat., Ch. 48, par. 39s-1 et seq., and

WHEREAS, the aforesaid Act requires that the County Board of the County of Coles investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of the County employed in performing construction of public works, for said County Board.

NOW, THEREFORE BE IT ORDAINED by the County Board of Coles County, Illinois:

SECTION 1. To the extend and as required by "An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, county, city or any public body or any political subdivision or by any one under contract for public works," approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the County Board is hereby ascertained to be the same as prevailing rate of wages for construction work in Coles County area as determined by the Department of Labor of the State of Illinois as of June of 2019, a copy of the determination being attached hereto and incorporated herein by reference. As required by said Act, and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department's June determination and apply to any and all public works construction undertaken by the County. The definition of any terms appearing in this Ordinance which are also used in aforesaid Act shall be the same as in said Act.

SECTION 2. Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of the County Board to the extent required by the aforesaid Act.

SECTION 3. The County Board shall publicly post or keep available for inspection by any interested party in the main office of the County Board this determination or any revisions of such prevailing rate of wage. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.

SECTION 4. The County Board shall mail a copy of this determination to any employer, and to any association of employers who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

SECTION 5. The County Board shall promptly file a certified copy of this Ordinance with both the Secretary of State Index Division and the Department of Labor of the State of Illinois.

SECTION 6. The County Board shall cause to be published in a newspaper of general circulation within the area a copy of this Ordinance, and such publication shall constitute notice that the determination is effective and that this is the determination of this public body.

ADOPTED this ____ day of _____, 2020.

_____
Chair, Coles County Board

ATTEST:

_____
County Clerk

involved therein are considered to be Government employees with respect to the Government function. The requirements of the Act, including the civil and criminal penalties for violations of the Act, apply to those individuals involved. Failure to comply with the terms of the Act or this ITEM will make this Agreement subject to termination.

B. As used in this ITEM:

(1) "Operation of a system of records" means performance of any of the activities associated with maintaining the system of records on behalf of the Government including the collection, use and dissemination of records.

(2) "Record" means any item, collection, or grouping of information about an individual that is maintained by the Grantee/Provider on behalf of the Government including, but limited to, his or her education, financial transactions, medical history, and criminal, or employment history and that contains his or her name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print or a photograph.

(3) "System of records" on individuals under the control of the Grantee/Provider on behalf of the Government from which information is retrieved by the name of the individual or by some identifying symbol or other identifying particular assigned to the individual.

C. The Grantee/Provider further agrees:

(1) To comply with the Privacy Act of 1974, U.S.C. Section 552a, and regulations thereunder, when performance under the Project involves the design, development or operation of any system of records on individuals to be operated by the Grantee/Provider, its third party contractors, subgrantees, or their employees to accomplish a Government function;

(2) To notify the Government when the Grantee/Provider or any of its third party contractors, subgrantees, or their employees anticipates operating a system of records on behalf of the Government in order to implement the Project, if such system contains information about individuals retrievable by the individual's name or other identifier assigned to the individual. A system of records subject to the Act may not be used in carrying out this Project until the necessary and applicable approval and publication requirements have been met. The Grantee/Provider, its third party contractors, sub-grantees, and their employees agree to correct, maintain, disseminate, and use such records as required by the Act, and to comply with all applicable terms of the Act;

(3) To include in every solicitation and in every third party contract and sub-agreement when the performance of work under that proposed third party contract or sub-agreement may involve the design, development, or operation of a system of records on individuals to be operated under that third party contract or sub-agreement to accomplish a Government function, a Privacy Act notification informing the third party contractor, or subgrantee that it will be required to design, develop, or operate a system of records on individuals to accomplish a Government function subject to the Privacy Act of 1874, U.S.C. Section 552a and Federal agency regulation and that a violation of the Act may involve the imposition of criminal penalties; and

(4) To include the text of c (1) through c(e) of this ITEM, in all third party contracts and sub-agreements under which work for this Agreement is performed or which is awarded pursuant to this Agreement or which may involve the design, development, or operation of such a system of records on behalf of the Government.

ITEM 36 - ILLINOIS GRANT FUNDS RECOVERY ACT

This Grant is subject to the Illinois Grant Funds Recovery Act, 20ILCS 705/1. This Grant is valid until June 30, 2021 and Grant funds are available to the Grantee/Provider and may be expended by the Grantee/Provider until said date unless the Department, at its discretion, grants an extension of time. Any Grant funds which are not expended or legally obligated by the Grantee at the end of this Agreement or by the expiration of the period of time Grant funds are available for expenditure or obligation, whichever is earlier, shall be returned to the Department within 45 days. Project close-out shall be in accordance with the PROJECT SETTLEMENT AND CLOSE-OUT ITEM in this Agreement. This GRANT FUNDS RECOVER ITEM is subject to further revision at the sole determination and discretion of the department.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be made effective and executed as of the 1st of July, 2020, by their respective duly authorized officials.

Michael Zuhone Chairman, Coles County Board	Patricia Hicks Executive Director, Coles County Council on Aging

05-20-001

RESOLUTION

201500041

WHEREAS, The County of Coles, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Coles, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

BAGLEYS ADDBLK 1, E 75 FT OF LOT 16NW 1/4 SEC 14 T12N R09E

PERMANENT PARCEL NUMBER: 02-1-04784-000

As described in certificate(s): 201500041 sold on October 20, 2016

Commonly known as: 921 LINCOLN AVE.

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property, by a reconveyance, to the owner of a former interest in said property.

WHEREAS, Stuart Lanman, For Ronald R and Dorothy J Lanman, has paid $5,745.33 for the full amount of taxes involved and a request for reconveyance has been presented to the Finance Committee and at the same time it having been determined that the County shall receive $3,953.92 as a return for its Certificate(s) of Purchase. The County Clerk shall receive $10.00 for cancellation of Certificate(s) and Clerk Notice Fee, the Tax Liquidation Fund shall receive $216.91 to reimburse the revolving account the charges advanced from this account, and the Recorder of Deeds shall receive $60.00 for recording. The remainder is the amount due the Agent under his contract for services.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF COLES COUNTY, ILLINOIS, that the Chairman of the Board of Coles County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of $3,953.92 to be paid to the Treasurer of Coles County, Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this _____ day of _____, _____

ATTEST:

_____ CLERK

_____ COUNTY BOARD CHAIRMAN

State of Illinois)
)ss.
County of Coles)

RESOLUTION TO AMEND BUDGET

WHEREAS, on June 9, 2020, the County Board amended the FY 2020 budget to include the cover of the cost of the 2019 Bond Interest payment; and

WHEREAS, to allow the FY 2020 budget to be budget neutral; and

NOW, THEREFORE BE IT RESOLVED by the County Board of Coles County, Illinois, to amend the FY 2020 budget as follows:

2019 Project Bond Transfer	001-030-7511-000	Increase $9,614.00
County Board Contingency Reserve	001-005-7590-000	Decrease $9,614.00

DATED this ____ day of _____, 2020.

ATTEST:

_____Chairman

SECTION 5311 PROGRAM

Non-Urbanized Area Transportation Operating and Administrative Assistance Project

between

Coles County
the Primary Participant

and

Coles County Council on Aging
the Provider

FY2021

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SECTION 5311 PROGRAM

Non-Urbanized Area Transportation Operating and Administrative Assistance Project Agreement Between Coless County, the Primary Participant and Coles County Council on Aging, The Provider

This Agreement is made by and between Coles County and the Coles County Council on Aging.

WHEREAS, the Grantee proposes to provide public transportation services in Coles County,

WHEREAS, Coles County has applied under the Section 18 of the Federal Transit Act, as amended. (49 U.S. C. A. Section 5311), to the Illinois Department of Transportation (hereinafter "The Department") for federal operating and administrative assistance for this Project;

WHEREAS, the Department's application has been approved by IDOT;

WHEREAS, the Grantee has made application under the provisions of Illinois Compiled Statues 20 ILCS 2705/49 et seq., paragraph 30 ILCS 740/1 et seq. herein referred to as the "Acts", and

WHEREAS, such application has been approved by the Department;

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, this Agreement is made to provide for the administration of financial assistance (hereinafter referred to as the "Grant"), to set forth the terms and conditions upon which the Grant will be made available, and set forth the Agreement of the Parties as to the manner to which the Project will be undertaken, completed and used.

ITEM 1 - DEFINITIONS

As used in this agreement:

A. "The Department" means the Illinois Department of Transportation, Division of Public Transportation
B. "U.S. DOT" means the United States Department of Transportation
C. "FTA" means the Federal Transit Administration of the United States Department of Transportation
D. "Government" means the government of the United States of America and/or the State of Illinois
E. "Contractor" or "Grantee" means third party contractors including operators who provide transit service under the Section 5311 program
F. "Project Costs" means the sum of eligible costs incurred by the contractors in performing the Project
G. "Section 5311" (formerly known as "Section 18") refers to the "Formula Grant Program for Areas Other than Urbanized Areas" section of the Federal Transit of 1992, as amended. See 49 U.S.C. Section 5311. "Section 5311" may also include subsection 5311 (f) involving "Intercity Bus Transportation." See 49 U.S.C. 5311 (f)
H. "Provider" means Coles County Council on Aging

ITEM 2 - PROJECT SCOPE

The Grantee agrees to provide or cause to be provided, the public transportation services described in the Grantee's final approved Section 5311 application and service plan on file at the Department's offices. Douglas County application and service plan are incorporated into this Agreement as Attachment D, and made a part hereof. The Grantee shall not reduce, terminate, or substantially change such public transportation without the prior written approval of the Department.

ITEM 3 - AMOUNT OF GRANT

The Department may make grants for up to 50% of the Grantee's eligible operating deficit and up to 80% of the eligible administrative expenses incurred by the Grantee during the fiscal year 2021 (July 1, 2020-June 30, 2021)(hereinafter "fiscal year") in the provision of public transportation and Intercity bus services approved by the Department. The method for determining the Intercity bus portion of the project shall be in accordance with the Department's guidelines. In no event shall the Department's grant under this Agreement exceed the total funding available for the Project Costs. Illinois Downstate Operating Assistance Program funding is $936,700. Section 5311 Program Funding is $195,892.

30 ILCS 740/2-7 (b-10) and 30 ILCS 740/2-3(d)

The Council on Aging, Provider, agrees that it will provide, or cause to be provided, from sources other than funds provided under 5311 of the Federal Transit Act, as amended, sufficient funds to meet the non-federal portion of the operating deficit and administrative expenses.

ITEM 4 - THE PROJECT BUDGET

The Grantee shall carry out the Project and shall incur obligations against and make disbursements of project funds only in conformity with the latest Approved Project Budget. The Project Budget may be revised from time to time, but no Budget or revision thereof shall be effective unless and until the Department shall have approved the same.

ITEM 5 - DOCUMENTS FORMING THIS AGREEMENT

The Parties agree that this constitutes the entire Agreement between the Parties hereto, that there are no agreements of understanding, implied or expressed, except as specifically set forth in the Agreement and that all prior arrangements and understanding in the connection are merged into and contained in this Agreement.

The Parties hereto further agree that this Agreement consists of this Part, entitled "Section 5311 Program Non-urbanized Area Transportation Operating and Administrative Assistance Project Agreement," together with documents, entitled, "Grantee's Section 5311 Application," "Certifications and Assurances for Grantees," "Approved Project Budget," all of which are by this reference specifically incorporated herein.

ITEM 6 - ACCOMPLISHMENT OF THE PROJECT

A. General Requirements - The Grantee shall commence, carry on, and complete the Project with all practicable dispatch, in a sound, economical, and efficient manner, and in accordance with the provision hereof, the Application, and all applicable laws and Department guidelines.

B. Pursuant to Federal, State, and Local Law - In performance of its obligations pursuant to this Agreement, the Grantee and its contractors shall comply with all applicable provisions of federal, state and local law. All limits and standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements and shall not affect the application of more restrictive local standards to the performance of the Project.

The Grantee and its contractors agree that the most recent of such federal and state requirements will govern the administration of this Agreement at any particular time, except if there is sufficient evidence in the Agreement of a contrary intent. Such contrary intent might be evidenced by a letter signed by either the Federal Transit Administration or the Department, the language of which modifies or otherwise conditions the text of a particular provision of this Agreement. Likewise, new federal and state laws, regulations, policies and administrative practices may be established after the date the Agreement has been executed and may apply to this Agreement. To achieve compliance with changing federal and state requirements, the Grantee and its operator agree to include in all third party contracts financed through this Agreement specific notice that federal and state requirements may change and the changed requirement will apply to the Project as required.

In general, the Grantee agrees to administer the Project in accordance with FTA Circular 9040.1C, any revisions thereto, and any other FTA or Department implementing guidance, and applicable U.S. DOT regulations at 49 CFR 18 and 19. However, to the extent that U.S. DOT regulations conflict with FTA Circulars, U. S. DOT regulations will apply.

C. Funds of the Grantee - The Provider (the Coles County Council on Aging) shall initiate and prosecute to completion all proceedings necessary to enable the Grantee to provide its share of the Project Costs at or prior to the time that such funds are needed to meet Project Costs.

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

E. No Government Obligations to Third Parties - Neither the Department nor the FTA shall be subject to any obligations or liabilities by Contractors of the Grantee or their subcontractors or any other person not a party to this Agreement in connection with the performance of this Project pursuant to the provisions of this Agreement without the Government's specific written consent, and notwithstanding the Governments' concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

ITEM 7 - REQUISITIONS AND PAYMENTS

A. Requests for Payment by the Grantee - The Grantee through the Coles County Council on Aging as Provider, may make requests for payment of eligible costs, and the Department shall honor such requests in the manner set for in this ITEM. In order to receive Grant payment, the Grantee/Provider must:

1. completely execute and submit to the Department requisition forms supplied by the Department in accordance with the instructions contained therein;
2. submit to the Department, as requested, an explanation of the purposes for which costs have been incurred to date, and vouchers, invoices, or other documentation to substantiate these costs;
3. where local funds are required, demonstrate or certify that it has supplied local funds adequate, when combined with any State payments and any applicable federal payments, to cover all costs incurred to the end of the requisition period;
4. have submitted all financial and progress reports currently required by the Department; and
5. have received approval by the Department for all budget revisions required to cover all costs to be incurred by the end of the requisition period.

B. Payment by the Department - Upon receipt of the requisition form and the accompanying information in satisfactory form, the Department shall process the requisition, if the Grantee/Provider is complying with its obligations pursuant to this Agreement and has satisfied the Department of its need for the funds requested during the requisition period. If all of these circumstances are found to exist, the Department shall reimburse apparent allowable costs incurred by the Grantee/Provider up to the maximum amount of the Grant payable for this requisition period. However, reimbursement of any cost pursuant to this ITEM shall not constitute a final determination by the Department of the allowability of such cost and shall not constitute a waiver of any violation of the terms of this Agreement committed by the Grantee/Provider. The Department will make a final determination as to allowability only after a final audit of the Project has been conducted.

In the event that the Department determines that the Grantee/Provider is not currently eligible to receive any or all of the funds requested, it shall promptly notify the Grantee/Provider stating the reasons for such determination.

C. Disallowed Costs - In determining the amount of the Grant, the Department may exclude all Project Costs incurred by the Grantee/Provider which it deems to be ineligible.

ITEM 8 - AMENDMENT

The Parties agree that no change or modification to this Agreement, or any Exhibits or Attachments hereto, shall be of any force or effect unless the Amendment is dated, reduced to writing, executed by both parties, and attached to and made a part of this Agreement.

ITEM 9 - CONTINUANCE OF SERVICE

The Grantee/Provider agrees to use its best efforts to continue to provide, either directly or by contract, as the case may be, the service described in the Grantee's final, approved application and service plan. No reduction or termination of such service shall be made without compliance with all applicable statutory and regulatory provisions. At least 30 days prior to (a) any reduction or termination of such service or (b) the filing of a request for such reduction or termination with the Department, whichever comes first, the Grantee shall give written notice of the proposed action (or shall require the Contractor of such service to give such notice) to all units of local government within the Grantee's service area.

ITEM 10 - REAL PROPERTY, EQUIPMENT AND SUPPLIES

Unless otherwise approved by the Department, the following conditions apply to real property, equipment and supplies financed under this Agreement:

A. Use of Property: The Grantee agrees that Project real property, equipment, and supplies shall be used for the provision of transit services for the duration of their useful life, as determined by the Department. Should the grantee unreasonably delay or fail to use Project real property, equipment and supplies during their useful life, the Grantee agrees that Department may require the Grantee to return the entire amount (or a portion thereof) of Grant funds expended for real property, equipment, and supplies. The Grantee further agrees to notify the Department within 30 calendar days when any Project real property or equipment is withdrawn for use in transit service or when real property or equipment is used in a manner substantially different from the representation made by the Grantee in its Application or the text of the Project Description.

B. Maintenance: The Grantee agrees to maintain any State or federal funded project property and equipment at a high level of cleanliness, safety, and mechanical soundness and in accordance with any guidelines, directives, or regulations, that the Department or FTA may issue. For State and federally funded vehicles, the manufacturer's suggested maintenance and inspection schedule will be considered the minimum maintenance standard that must be performed. The Department and FTA shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance pursuant to this Section.

C. Transfer of Project Property:

(1) Grantee Request: The Grantee agrees that the Government may transfer assets financed under the Downstate Public Transportation Act or the Federal Transit Act, as amended, to a public body to be used for any public purpose with no further obligation to the Government, provided that the transfer is authorized by the Department and the Federal Transit Administration.

(2) Government Direction: The Grantee agrees that the Government may require the Grantee to transfer title to any real property, equipment, or supplies financed with Federal assistance made available by this Agreement. The Grantee also agrees that the Government may direct the disposition of real property or equipment financed with Federal assistance funds made available under this Agreement, as set forth by 49 C.F.R. 18.31 and 18.32.

D. Withdrawn Property: If any Project real property, equipment, or supplies are not used in transit service for the duration of their useful life as determined by the Department, whether planned withdrawal, misuse or casualty loss, the Grantee agrees to notify the Department within 30 calendar days.

(1) Federal Interest in Property: Unless otherwise approved by the Government, the Grantee agrees to remit to the Government interest in the fair market value, if any, of the Project Facilities whose aggregate value exceeds $5,000.00 The amount of that interest shall be determined on the basis of the ratio of the assistance awarded by the Government for the Project to the actual cost of the Project.

(2) Fair Market Value: The following requirements apply to the calculation of fair market value.

(a) Unless otherwise approved in writing by the Department, the fair market value of Project Facilities will be the value of those Project Facilities at the time immediately before the occurrence that prompted the withdrawal of the Project Facilities from transit use. The fair market value shall be calculated by the greater of either the appraised value or on a straight line depreciation of the Project Facilities, based on a useful life approved by the Department irrespective of the reason for withdrawal of Project Facilities from transit use. The fair market value of Project Facilities lost or damaged by casualty or fire will be calculated on the basis of the condition of the Project Facilities immediately before the casualty or fire irrespective of the extent of insurance coverage. The fair market value of real property shall be determined by competent appraisal based on an appropriate date as determined by the Government consistent with the standard of 49 CFR Part 24.

(b) Exceptional Circumstances - The Government, however, reserves the right to require another method of valuation to be used if determined to be in the best interest of the Government. In unusual circumstances, the Grantee may request that another reasonable method of determining fair market value be used, including but not limited to accelerated depreciation, comparable sales, or estimated market values. In determining whether to approve an alternate method, the Government may consider any action taken, omission made, or unfortunate occurrence suffered by the Grantee with respect to the preservation or conservation of the value of the Project Facilities that, for any reason, have been withdrawn from service.

E. Misused or Damaged Property - If any damage to Project Facilities results from abuse or misuse that has taken place with the Grantee's knowledge and consent, the Grantee agrees that the Government may require the Grantee to restore those Project Facilities to their original condition or refund the fair market value of the Government interest in the damaged property.

F. Obligations After Project Close-out - A Grantee that is a governmental entity agrees that project close-out will not alter its property management obligations set forth in this Section and 49 CFR 18.31 and 18.32.

ITEM 11 - ENCUMBRANCE OF PROJECT PROPERTY

A. Unless expressly authorized in writing by the Government, the Grantee/Provider agrees to refrain from:

1. Executing any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way would affect the Government interest in any Project Facilities; or

2. Obligating itself in any manner to any third party with respect to Project Facilities.

B. The Grantee/Provider agrees to refrain from taking any action or acting in a manner that would adversely affect the Government interest or impair the Grantee's/Provider's continuing control over the use of Project Facilities.

ITEM 12 - PROCUREMENT

A. Contracts - All contracts for goods and property costing between $300.00 and $5,000.00 and all contracts for services exceeding $100,000.00 must be approved by the Department prior to the Grantee/Provider executing or obligating itself to the subcontract. Any such contract or subcontract approved by the Department shall contain all of the contract clauses pursuant to FTA 4220.1C and the Federal Common Rule-Revised Office of Management and Budget Circular A-102 and shall comply with the requirements therewith. The Grantee/Provider shall follow state and federal law and procedures when awarding and administering contracts. The Grantee/Provider agrees to give full opportunity for free, open and competitive procurement for each contract as required by state law. No change or modification of the scope or cost shall be made to any such contract without prior Department approval in writing.

B. Exclusionary or Discriminatory Specifications - Apart from inconsistent requirements imposed by federal and state law, the Grantee and its contractors will agree that no federal or state funds shall be used to support procurement utilizing exclusionary or discriminatory specifications and it will comply with 49 U.S.C. 5323 (h)(2).
C. Award to Other Than the Lowest Bidder - In accordance with the Federal Transit Act, as amended, 49 U.S.C. Section 5326 (c), a Grantee may award a third party contract to other than the lowest bidder in connection with a procurement, when such award furthers objectives that are consistent with the applicable regulations guidance that FTA may issue.
D. Force Account - FTA and the Department reserve the right to determine the extent of its participation in force account costs.
E. Capital Leases - As may be applicable, the Grantee agrees to comply with FTA regulations, "Capital Leases," 49 CFR Part 639, and any revision thereto.
F. Buy America - Each third party contract utilizing FTA assistance must conform with Section 165 of the Surface Transportation Assistance Act of 1982, as amended by Section 337 of the Surface Transportation and uniform Relocation Assistance Act of 1987, and Section 1048 of the Intermodal Surface Transportation Efficiency Act of 1991, and FTA regulations, "Buy America Requirement - Surface Transportation Assistance Act of 1982," 49 CFR Part 661 and applicable revisions thereto. The Grantee has read and signed the enclosed Buy America Certification and will incorporate its provisions to every relevant third-party contract.
G. Cargo Preference - Use of United States Flag Vessels. As required by 46 CFR Part 381, the Grantee agrees:

1. To utilize privately owned United States-Flag Commercial Vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this Agreement to the extent such vessels are available at fair and reasonable rates for United States-Flag Commercial Vessels.
2. To furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) above to the Grantee (through the prime contractor, in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of market Development, Maritime Administration, 400 Seventh Street, S. W., Washington, DC 20590, marked with appropriate identification of the Project.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Agreement.

H. Preference for Recycled Products - The Grantee/Provider agrees to give preference to the purchase of recycled products for use in this Project pursuant to the various Environmental Protection Agency (EPA) guidelines contained in 40 CFR Parts 247-254.
I. Bus Testing - To the extent applicable, the Grantee/Provider agrees to comply with FTA regulations, "Bus Testing," 49 CFR Part 665, and any revision thereto.

ITEM 13 - ETHICS

A. The Grantee/Provider 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 support by federal or state funds. Such code shall provide that no employee, officer, board member, or agent of the Grantee/Provider may participate in the selection, award, or administration of a contract supported by federal or state 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:

(1) The employee, officer, board member, or agent;
(2) Any member of his or her immediate family;
(3) His or her partner; or
(4) An organization that employs, or is about to employ, any of the above.

The conflict of interest requirement for former employees, officers, board members and agents shall apply for one year. The code shall also provide that the Grantee/Provider employees, officers, board members or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

The Department 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/Provider or the locality relating to such contract subcontract or arrangement.
B. Interest of Members of or Delegates to Congress - In accordance with 41 U.S.C. # 22, no member of or delegate to the Congress of the United States shall be admitted to any share or part of this Project or any benefit therefrom.
C. Bonus or Commission - The Grantee/Provider warrants that it has not paid, and agrees not to pay, any bonus or commission for the purpose of obtaining approval of its application for the financial assistance thereunder.

D. False or Fraudulent Statements or Claims - The Grantee/Provider or its contractors acknowledge that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Government in connection with this Project, the Government reserves the right to impose on the Grantee/Provider the penalties of 18 U.S.C. Section 1001.31 U.S.C. Section 3801 et seq., and 49 U.S.C. app. Section 1607 (h), as the Government may deem appropriate. The terms of U.S.DOT regulations, "Program Fraud Civil Remedies, "49 CFR Part 31, apply to this Project.

ITEM 14 - ACCOUNTING, RECORDS, AND ACCESS

A. Project Accounts - The Grantee/Provider shall establish and maintain as a separate set of accounts, or as an integral part of its current accounting scheme, accounts for the Project in conformity with requirements established by the Department.

B. Funds Received or Made Available for the Project - The Grantee/Provider shall appropriately record in the Project Account, and deposit in a federally insured bank or trust company, all Grant payments received by it from the Department pursuant to this Contract and all other funds provided for, or otherwise received on account of the Project, which Department payments and other funds are herein collectively referred to as "Project Funds."

The Grantee/Provider shall require the depositories of Project Funds to secure continuously and fully all Project Funds in excess of the amounts insured under Federal plans, by the deposit or setting aside of collateral of the types and in the manner as described by State law for the security of public funds or as approved by FTA.

C. Eligible Costs - Expenditures made by the Grantee/Provider shall be reimbursable as eligible costs to the extent they meet all of the requirements set forth below. They must:

1. be made in conformance with the final, approved application and the Approved Project Budget and all other provisions of this contract;
2. be necessary in order to accomplish the Project;
3. be reasonable in amount for the goods or services purchased;
4. be actual net cost to the Grantee/Provider (i.e., the price paid minus any refunds, rebates, or other items of value received by the Grantee that have the effect of reducing the cost actually incurred);
5. be in conformance with the standards for allowability of costs established by the Department;
6. be satisfactorily documented; and
7. be treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Department for the Grantee; and those approved or prescribed by the Grantee for its contractors.

However, in the event that it may be impractical to determine exact costs of indirect or service functions, eligible costs will include such allowances for these costs as may be approved by the Department.

D. Documentation of Project Costs - All costs charged to the Project, including any approved services contributed by the Grantee or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges.

E. Checks, Orders, and Vouchers - Any check or order drawn by the Grantee/Provider with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Grantee/Provider stating in proper detail the purpose of which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

F. General Audit and Inspection - The Grantee/Provider shall permit, and shall require its Contractors to permit, the Department or any other State or Federal agency authorized to perform such audit and inspection, to inspect all work, materials, payrolls, and other data and records, with regard to the Project, and to audit the books records and accounts of the Grantee/Provider and its Contractors with regard to the Project. The Department may also require the Grantee/Provider to furnish at any time prior to close-out of the Project, audit reports prepared according to generally accepted accounting principles. The Grantee/Provider agree to comply promptly with recommendations contained in the Department final audit report.

G. Record Retention - The Grantee/Provider (and its Contractors) certifies that it shall maintain for a minimum of five (5) years after the completion of the Agreement (which shall occur after the completion of settlement of audit findings), adequate books, record, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the Agreement; the Agreement and all books, records, and supporting documents related to the Agreement shall be available for review and audit by the Auditor General, the Department, or the Federal Transit Administration (hereinafter "Auditing Parties"); and the Grantee/Provider agrees to cooperate fully with any audit conducted by the Auditing Parties and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the Department for the recovery of any funds paid by the State under the Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

H. Reporting - At a minimum, the Grantee/Provider agrees to provide those reports required by the Department or U.S. DOT's grant management rules or guidelines and other reports the Government may require.

ITEM 15 - RIGHT OF DEPARTMENT TO TERMINATE

Upon written notice to the Grantee, the Department reserves the right to suspend or terminate all or part of the financial assistance herein provided for when the Grantee is, or has been in violation of the terms of this Agreement or for convenience or when the Department determines that the purpose of the Acts would not be adequately served by continuation of Department financial assistance to the Project. Any failure to make progress which significantly endangers substantial performance of the Project within a reasonable time shall be deemed to be a violation of the terms of this Agreement. Termination of any part of the Grant will not invalidate obligations properly incurred by the Grantee/Provider and concurred in by the Department prior to the date of termination, to the extent they are non-cancelable. The acceptance of a remittance by the Department of any or all Project Funds previously received by the Grantee or the closing out of Department financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

Upon the occurrence of any condition or conditions listed in this ITEM, the Parties agree that the Department, by written notice to the Grantee, may elect to withhold or delay payment as provided in the Approved Project Budget, or any portion thereof, or, if payment or payments have already been made pursuant hereto, to recall such payment or payments or any portion thereof. The Grantee agrees that upon receipt of such notice or recall, the Grantee shall immediately return such Grant payment or payments, or any portion thereof, which the Grantee has received pursuant hereto.

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

A. There is any misrepresentation of a material nature in the Grantee's Application, or Amendment thereof, or in respect to this Agreement or any document or data furnished pursuant hereto, or any other submission of the Grantee required by the Department in connection with the Grant;

B. There is pending litigation which, in the opinion of the Department, may jeopardize the Grant or this Agreement;

C. There has been, in connection with the Grant, any violation of the State or Federal regulations, ordinances or statutes applicable to the Grantee, Provider, its officers or employees which in the opinion of the Department affects this Agreement;

D. Any contributions provided by the Department pursuant to this Agreement are used for an ineligible purpose;

E. The Grantee/Provider is unable to substantiate the proper use of the Grant provided pursuant to this Agreement;

F. The Grantee/Provider is in default under any of the provisions of this Agreement;

G. There is a failure to make progress which significantly endangers substantial performance of the Project within a reasonable time. Such failure shall be deemed to be a violation of the terms of this Agreement;

H. The Grantee/Provider has failed to maintain the Project Facilities as required by this Agreement;

I. The Department determines that the purpose of the Acts would not be adequately served by continuation of State assistance to the Project; or

J. The State Legislature fails to make sufficient appropriations for this Grant.

ITEM 16 - PROJECT SETTLEMENT AND CLOSE-OUT

Upon receipt of notice of successful completion of the project or upon termination by the Department, the Department shall perform a final audit of the Project to determine the allowability of costs incurred, and shall make settlement of the State Grant described in this Agreement. If the Department has made payment to the Grantee in excess of the total amount of such Department Grant, the Grantee shall promptly remit such excess to the State. The Project close-out occurs when the Department notifies the Grantee and forwards the final Grant payment or when an appropriate refund of State Grant funds has been received from the Grantee and acknowledged by the Department. Close-out shall be subject to any continuing obligations imposed on the Grantee by this Agreement or contained in the final notification or acknowledgment from the Department.

ITEM 17 - GRANTEE'S WARRANTIES

Grantee/Provider agrees to initiate and consummate all actions necessary to enable it to enter into this Agreement. Grantee/Provider warrants that there is no provision of its charter, by-laws or any rules, regulations, or legislation which prohibits, voids, or otherwise renders unenforceable against Grantee any provision or clause of this Agreement. Grantee/Provider has or will obtain all licenses, permits or other authorizations required to meet the obligations assumed thereunder and that Grantee/Provider will comply with all lawful statutes, ordinances, rules, and regulations as may apply to the obligations assumed thereunder.

ITEM 18 - ASSIGNMENT OF AGREEMENT

The Grantee/Provider agrees that this Agreement shall not be assigned, transferred, conveyed, sublet or otherwise disposed of without the prior written consent of the Department.

ITEM 19 - COOPERATION IN CONNECTION WITH INSPECTION

In connection with any inspection under this Agreement the Grantee/Provider agrees to cooperate fully by making available reports of all prior inspections (including safety) and by performing such analyses, tests and furnishing of reports thereof as may be reasonably requested by the Department. All such inspections shall be performed without disruption or interference with service provided or supported by this Agreement. The results or conclusions of such inspections, tests, and reports shall not be construed as altering in any way the Grantee/Provider responsibility to maintain and repair such facilities, maintain its work schedule, or any other obligation assumed by the Grantee/Provider thereunder.

ITEM 20 -INDEMNIFICATION AND INSURANCE

The Grantee/Provider agrees to save harmless and indemnify the State, its agents, officers and employees, from any and all losses, expenses, damages (including loss of use), demands and claims and shall defend any suit or action, whether at law or in equity, brought against it based on any such alleged injury (including death) or damage and shall pay all damages, judgments, costs and expenses, including attorney's fees, in connection with said demands and claims resulting therefrom. This Agreement to hold the State harmless shall not be applicable to the extent such loss or damage is attributable to the negligence of the State.

The Grantee/Provider agrees that it will maintain or cause to be maintained, for the duration of the Project, such self-insurance or policies of insurance as will protect the Grantee/Provider from any other claims for damages to property or for bodily injury including death, which may arise from or in connection with the operations of the Project by the Grantee/Provider or by anyone directly or indirectly employed by or associated with the Project. The Grantee/Provider shall furnish the Department with certificates evidencing all such required insurance coverage, upon demand by the Department.

ITEM 21 - NON-WAIVER

The Grantee/Provider agrees that in no event shall any action, including the making by the Department of any payment under this Agreement, constitute or be construed as a waiver by the Department of any breach of covenant or default on the part of the Grantee/Provider which may then exist; and any action, including the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department in respect to such breach or default. The remedies available to the Department under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available thereunder or under general principles of law or equity.

ITEM 22 - NON-COLLUSION

The Grantee/Provider warrants that it has not paid and agrees not to pay any bonus, commission, fee or gratuity for the purpose of obtaining any approval of its Application for any Grant pursuant to this Agreement. No State officer or employee, or member of the State General Assembly or of any unit of local government which contributes to the Project Funds shall be admitted to any share or part of this Agreement or to any benefits arising therefrom.

ITEM 23 - INDEPENDENCE OF GRANTEE

In no event shall the Grantee/Provider or any of its employees, agents, contractors or subcontractors be considered agents or employees of either the Department or the State. Furthermore, the Grantee/Provider agrees that none of its employees, agents, contractors or subcontractors will hold themselves out as, or claim to be, agents, officers or employees of the State and will not by reason of any relationship with the Grant make any claim, demand or application to or for any right or privilege applicable to an agent, officer or employee of the State including but not limited to, rights and privileges concerning workmen's compensation and occupational diseases coverage, unemployment compensation benefits, Social Security coverage or retirement membership or credit.

ITEM 24 - LABOR LAW COMPLIANCE

The Grantee/Provider agrees to comply with all applicable State and federal labor laws and regulations including, but not limited to, the following: laws and regulations relating to minimum wages to be paid to employees, Special Section 5333B labor warranties for nonurbanized area programs, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. (Attachment A)

ITEM 25 - CIVIL RIGHTS

A. Title VI of the Civil Rights Act of 1964 (775 ILCS 5/2-101) Employee and (775 ILCS 5/2-105)Sec. 2-105. Equal Employment Opportunities; Affirmative Action. - The Grantee/Provider agrees to comply with, and assure the compliance

by its third party contractors and subcontractors under this Project, with all requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d; 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.

B. Federal Equal Employment Opportunity - The following requirements apply to the Project: In implementing the Project, the Grantee may not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age or national origin. Such action shall include, but not be limited to, the following employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Grantee/Provider shall insert the foregoing provision (modified only to show the particular contractual relationship) in all its third party contracts for Project implementation, except contracts for standard commercial supplies or raw materials and construction contracts, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

C. Illinois Human Rights Act - The following requirements apply to the Project:

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

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

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

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

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

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

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

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

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

E. Disadvantaged Business Enterprise ("DBE") - The Department encourages all of its grantees to make a good-faith effort to contract with "DBEs." Grantees who receive more than $250,000.00 agree to facilitate participation of disadvantaged business enterprises (DBE) as follows:

1. The Grantee/Provider agrees to comply with current U.S.DOT regulations at 49 CFR Part 23, including any amendments thereto that may be issued during the term of this Agreement.

2. The Grantee/Provider agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S.DOT assisted contract. The Grantee/Provider agrees to take all necessary and reasonable steps under 49 CFR Part 23 to ensure that eligible DBEs have the maximum feasible opportunity to participate in U.S. DOT assisted contracts. The Grantee/Provider DBE program, if required by 49 CFR Part 23 and as approved by U.S. DOT is incorporated by reference in 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 Grantee of its failure to carry out its approved program, U.S.DOT may impose sanctions as provided for under 49 CFR Part 23.

3. The Grantee/Provider agrees to include the following clause in all agreements between the Grantee/Provider and in all third party contracts assisted by the Government between the Grantee/Provider or third party contractors:

4. The Grantee/Provider or subcontractor, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this (contract or agreement). The requirement of 49 CFR Part 23 and the recipient's U.S. DOT-Approved Disadvantaged Business Enterprise (DBE) program (where required) are incorporated in this (Contract or Agreement) by reference. Failure by the (Contractor, or subcontractor) to carryout these requirements is a material breach of the (Contract or Agreement), that may result in the termination of this (Contract or Agreement) or such other remedy as the Department deems appropriate.

5. The Grantee/Provider agrees to treat lessees as follows:

a) The Grantee/Provider agrees not to exclude DBE's from participation in business opportunities by entering into long-term, exclusive agreements with non-DBE's for the operation of major transportation-related activities for the provision of goods and services to the facility or to the public on the facility.

b) A grantee required to submit an affirmative action program under 49 CFR Part 23 that has business opportunities for lessees shall submit for approval to the Department overall goals for the participation as lessees of firms owned and controlled by DBE's. These goals shall be for a specified period of time and shall be based on the factors listed in 49 CFR part 23. The Grantee/Provider agrees to review these goals at least annually and whenever they expire, analyzing projected versus actual DBE participation during the period covered by the review and any changes in factual circumstances affecting the selection of goals. Following each review, the Grantee/Provider agrees to submit new overall goals to the Department for approval. A grantee that fails to meet its goals for DBE lessee agrees to demonstrate to the Government in writing that it made reasonable efforts to meet the goals.

c) Except as provided in this section, the Grantee/Provider agrees to include lessees in affirmative action programs. The requirements of 49 CFR Part 23 do not apply to lessees, except for the requirement that lessees avoid discrimination against DBE's.

F. Disabilities

1. Americans with Disability Act (ADA) - The Grantee/Provider shall comply with all applicable state and federal requirements under ADA.

2. Access Requirements for Individuals with Disabilities - The Grantee/Provider agrees to comply with and assure that any third party contractor under this Project complies with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. Section 12101 *et seq.*; section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. section 794, section 16 of the Federal Transit Act, as amended, 49 U.S.C. App. section 1612; and the following regulations and any amendments thereto:

a) DOT regulations, "Transportation Services for Individuals with Disabilities (ADA), "49 CFR Part 37.

b) DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance, " 49 CFR Part 27;

c) DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 CFR Part 38;

d) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 38 CFR Part 35;

e) DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;

f) General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;

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

h) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609.

ITEM 26 - SEVERABILITY

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

ITEM 27 - INTELLECTUAL PROPERTY

A. Patent Rights

1. If any invention, improvement, or discovery of the Grantee/Provider or any of its third party contractors is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Grantee/Provider agrees to notify the Department and FTA immediately and provide a detailed report. The rights and responsibilities of the Grantee/Provider, third party contractors and the Government with respect to such invention, improvement, or discovery will be determined in accordance with applicable state and federal saws, regulations, policies, and any waiver thereof.

2. The Grantee/Provider agrees to include this ITEM in its third party contracts for planning, research, development, or demonstration under this Project.

B. Rights in Data and Copyrights

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

2. The following restrictions apply to all subject data first produced in the performance of this Agreement.

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

b) As authorized by 49 CFR section 18.34, the Government reserves a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal and state Government purposes:

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

(ii) Any rights of copyright to which a grantee, or a third party contractor purchases ownership with federal assistance.

3. When the Government provides assistance to a Grantee/Provider for a Project involving planning, research, development, or a demonstration, it is generally FTA's and the Department's intent to increase the body of mass transportation knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless FTA determines otherwise, the Grantee of FTA assistance to support planning, research, development, of a demonstration financed under the Federal Transit Act, as amended, understands and agrees that, in addition to the rights set forth in SUB-ITEM (B)(2) of this ITEM. FTA may make available to any FTA grantee, third party contractor, or third party subcontractor, either FTA's license in the copyright to the subject data derived under this Agreement or a copy of the subject data first produced under this Agreement. In the event that such a Project, which is the subject of this Agreement, is not completed for any reason whatsoever, all data developed under that Project shall become subject data as defined in SUB-ITEM (B)(1) of this ITEM and shall be delivered as the Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or programs for the Grantee's use which costs are financed with federal capital funds (section 3, 9, 16, 18, or 25 of the Federal Transit Act, as amended, or Title 23 capital funds).

4. Unless prohibited by state law, the Grantee/Provider agrees to indemnify, save and hold harmless the Department and FTA, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Grantee/Provider of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use or disposition of any data furnished under this Agreement. The Grantee/Provider shall not be required to indemnify the Department and FTA for any such liability arising out of the wrongful acts of employees or agents of the Department and FTA.

5. Nothing contained in this section on rights in data shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Department and FTA under any patent.

6. The requirements of SUB-ITEMS (b)(2),(3), and (4) of this ITEM do not apply to material furnished to the Grantee/Provider by the Government and incorporated in the work carried out under the Agreement; provided that such incorporated material is identified by the Grantee/Provider at the time of delivery of such work.

7. Unless FTA determines otherwise, the Grantee/Provider agrees to include the requirements of SUB-ITEM (B)(1) through (B)(6) of this ITEM in its third party contracts for planning, research, development, or demonstration under this Project.

ITEM 28 - TITLES

The Parties agree that the titles of the times of this Agreement, hereinabove set forth, are inserted for convenience of identification only and shall not be considered for any other purpose.

ITEM 29 - SCHOOL BUS OPERATIONS

The Grantee/Provider agrees not to engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators where such private school bus operators are able to provide adequate transportation at reasonable rates, in conformance with applicable safety standards, provided that this requirement shall not apply to a grantee which operates a school system in the area to be served and operates a separate and exclusive school bus program for the school system. The Grantee/Provider shall submit to the Department a certification that it is not engaged in school bus operations in violation of State and federal law 20 ILCS 2705/49.19 (Civil Administrative Code of Illinois. Department of Transportation Law).

ITEM 30 - NON-CONSTRUCTION CONTRACTS

A. Pursuant to Department of Labor regulation, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Stands Act)," 29 CFR Part 5, the following provisions shall be: incorporated in all nonconstruction contracts of $2,500.00 let by the Grantee/Provider in carrying out the Project:

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

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

B. State and Local Government Employees - The provisions of the Fair Labor Standards Act, as amended, apply to State and local government employees participating in the FTA assisted project with the Grantee/Provider.

C. General Labor Provisions - The Grantee/Provider agrees to comply with all applicable state and federal labor laws and regulations including, but not limited to, the following: laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees.

D. 5333(B) Warranties - The Grantee/Provider agrees to comply with the terms and conditions of the Special Warranty for the Non-Metro Area Program agreed to by the Secretaries of Transportation and Labor, dated May 13, 1979, and the procedures implemented by U.S.DOL.

ITEM 31 - SUBSTANCE AND ALCOHOL ABUSE

The Grantee/Provider agrees to comply with the Illinois (30 ILCS 580/1 *et seq.*) and U.S. DOT Drug Free Workplace Acts, and U.S. DOT regulations, "Drug Free Workplace Requirements (Grants)," 49 CFR Part 29, Sub-part F, and other U.S. DOT and FTA regulations and guidance pertaining to substance abuse (drugs and alcohol) that may be promulgated, and has signed the certification attached to this Agreement.

To the extent the Grantee/Provider or any third party contractor at any tier, performs a safety sensitive function under the Project, the Grantee/Provider agrees to comply with, and assures the compliance of each third party contractor at any tier, with 49 U.S.C. 5330-5331 and 49 CFR 653-654.

ITEM 32 - DEBARMENT AND SUSPENSION

This Grantee/Provider agrees to obtain certifications on debarment and suspension from its third party contractors and sub-recipients and otherwise comply with Government regulations, including Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. 29, and Illinois law. (Attachment B)

ITEM 33 - ENVIRONMENTAL, RESOURCE CONSERVATION, AND ENERGY REQUIREMENTS

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

Accordingly, the Grantee/Provider agrees to adhere to, and impose on its sub-recipients, and such federal and state requirements, as the Government may now or in the future promulgate. The Grantee/Provider expressly understands that this list does not constitute the Grantee/Provider entire obligation to meet federal requirements.

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

B. Air Quality - The Grantee/Provider agrees to comply with applicable requirements of Environmental Protection Agency (EPA) regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 CFR Part 51, Sub-part T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 CFR Part 93. To support the requisite air quality conformity finding for the project, the Grantee/Provider agrees to implement each air quality mitigation and control measure incorporated in the Project. The Grantee/Provider agrees that any project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure, will be wholly consistent with the description of the design concept and scope of the Project set forth in SIP.

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

C. Use of Public Lands - No publicly owned land from a park, recreation area, or wildlife or water fowl refuge of national, state, or local significance as determined by the federal, State, or local officials having jurisdiction thereof, or any land from an historic site of national, State, or local significance may be used for the Project unless specific findings required by 49 U.S.C. Section 303 are made by the U.S. DOT.

D. Historic Preservation - The Grantee/Provider agrees to assist the Government to comply with Section 106 of the National Historic Preservation Act, 16 U.S.C. Section 470f.

E. Mitigation of Adverse Environmental Effects - Should the proposed Project cause adverse environmental effects, the Grantee/Provider agrees to take all reasonable steps to minimize such effects pursuant to 49 U.S.C. app. Section 1610, all other applicable statues, and the procedures set forth in 23 CFR Part 771 and 49 CFR Part 622.

F. Energy Conservation - The Grantee/Provider and its third-party contractors 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.*

G. Clean Water - The Grantee/Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to 33 U.S.C. 1251 *et seq.*, and agrees to report and require each contractor or subgrantee at any tier to report any violation of these requirements resulting from any Project implementation activity of a contractor (at any tier), subgrantee (at any tier), or itself to the FTA and the Department, and the appropriate U.S. EPA Regional Office.

ITEM 34 - CHARTER SERVICE OPERATIONS

Neither the Grantee/Provider nor any mass transit operator that acts on behalf of a Grantee may engage in charter service operations except as provided under Section 3 (f) of the Federal Transit Act, as amended, 49 U.S.C. app. Section 1602(f), and FTA regulations "Charter Service," 49 C.F.R. Part 604. Any charter service agreement entered into under these regulations is incorporated into this Agreement by reference.

ITEM 35 - PRIVACY

Should the Grantee/Provider, or any of its third party contractors, or their employees, administer any system of records on behalf of the Federal or State Government, the Privacy act of 1974 (The Act), 5 U.S.C. Section 552a, imposes information restrictions on the party managing the system of records.

A. For purposes of the Act, when the Agreement involves the operation of a system of records to accomplish a Government function, the Grantee and any third party contractors, sub-contractors, subgrantees and their employees

involved therein are considered to be Government employees with respect to the Government function. The requirements of the Act, including the civil and criminal penalties for violations of the Act, apply to those individuals involved. Failure to comply with the terms of the Act or this ITEM will make this Agreement subject to termination.

B. As used in this ITEM:

(1) "Operation of a system of records" means performance of any of the activities associated with maintaining the system of records on behalf of the Government including the collection, use and dissemination of records.

(2) "Record" means any item, collection, or grouping of information about an individual that is maintained by the Grantee/Provider on behalf of the Government including, but limited to, his or her education, financial transactions, medical history, and criminal, or employment history and that contains his or her name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print or a photograph.

(3) "System of records" on individuals under the control of the Grantee/Provider on behalf of the Government from which information is retrieved by the name of the individual or by some identifying symbol or other identifying particular assigned to the individual.

C. The Grantee/Provider further agrees:

(1) To comply with the Privacy Act of 1974, U.S.C. Section 552a, and regulations thereunder, when performance under the Project involves the design, development or operation of any system of records on individuals to be operated by the Grantee/Provider, its third party contractors, subgrantees, or their employees to accomplish a Government function;

(2) To notify the Government when the Grantee/Provider or any of its third party contractors, subgrantees, or their employees anticipates operating a system of records on behalf of the Government in order to implement the Project, if such system contains information about individuals retrievable by the individual's name or other identifier assigned to the individual. A system of records subject to the Act may not be used in carrying out this Project until the necessary and applicable approval and publication requirements have been met. The Grantee/Provider, its third party contractors, sub-grantees, and their employees agree to correct, maintain, disseminate, and use such records as required by the Act, and to comply with all applicable terms of the Act;

(3) To include in every solicitation and in every third party contract and sub-agreement when the performance of work under that proposed third party contract or sub-agreement may involve the design, development, or operation of a system of records on individuals to be operated under that third party contract or sub-agreement to accomplish a Government function, a Privacy Act notification informing the third party contractor, or subgrantee that it will be required to design, develop, or operate a system of records on individuals to accomplish a Government function subject to the Privacy Act of 1874, U.S.C. Section 552a and Federal agency regulation and that a violation of the Act may involve the imposition of criminal penalties; and

(4) To include the text of c (1) through c(e) of this ITEM, in all third party contracts and sub-agreements under which work for this Agreement is performed or which is awarded pursuant to this Agreement or which may involve the design, development, or operation of such a system of records on behalf of the Government.

ITEM 36 - ILLINOIS GRANT FUNDS RECOVERY ACT

This Grant is subject to the Illinois Grant Funds Recovery Act, 20ILCS 705/1. This Grant is valid until June 30, 2021 and Grant funds are available to the Grantee/Provider and may be expended by the Grantee/Provider until said date unless the Department, at its discretion, grants an extension of time. Any Grant funds which are not expended or legally obligated by the Grantee at the end of this Agreement or by the expiration of the period of time Grant funds are available for expenditure or obligation, whichever is earlier, shall be returned to the Department within 45 days. Project close-out shall be in accordance with the PROJECT SETTLEMENT AND CLOSE-OUT ITEM in this Agreement. This GRANT FUNDS RECOVER ITEM is subject to further revision at the sole determination and discretion of the department.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be made effective and executed as of the 1st of July, 2020, by their respective duly authorized officials.

Michael Zuhone Chairman, Coles County Board	Patricia Hicks Executive Director, Coles County Council on Aging

RESOLUTION TO AWARD

Section 20-00182-00-BR

WHEREAS, a letting was held at the Coles County Courthouse on May 27, 2020 at the hour of 10:00 A.M. for the bridge joint repairs on Structure Number 015-3273 on County Highway 17, East Harrison Street, and

WHEREAS, said section was advertised in the Charleston Times Courier and the Mattoon Journal Gazette on May 13 & May 20, 2020; and the State's "Notice to Contractors Bulletin" on May 15 and March 22, 2020, and

WHEREAS, bids were received from 1 qualified contractors, and

WHEREAS, Howell Paving, Inc., 1020 N. 13th Street, P.O. Box 1009, Mattoon, IL 61938, submitted the low bid in the amount of $70,518.33, and

WHEREAS, the engineer's estimate for said section was $74,746.00.

NOW, THEREFORE BE IT RESOLVED, that the County Board of Coles County award a contract for said section to Howell Paving, Inc., 1020 N. 13th Street, P.O. Box 1009, Mattoon, IL 61938,

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STATE OF ILLINOIS
COUNTY OF COLES

I, being properly authorized, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the County Board of Coles County on this 9th day of June, 2020.

_____ (SEAL)
Julie Coe, County Clerk

RESOLUTION TO AWARD

Section 20-00183-00-GM

WHEREAS, a letting was held at the Coles County Courthouse on May 27, 2020 at the hour of 10:10 A.M. for the concrete patching on County Highway 6, 14th Street, and

WHEREAS, said section was advertised in the Charleston Times Courier and the Mattoon Journal Gazette on May 13 & May 20, 2020; and the State's "Notice to Contractors Bulletin" on May 15 and March 22, 2020, and

WHEREAS, bids were received from 3 qualified contractors, and

WHEREAS, Kinney Contractors, Inc., 19342 E. Frontage Road, Raymond, IL 62560, submitted the low bid in the amount of $90,333.30, and

WHEREAS, the engineer's estimate for said section was $96,249.00.

NOW, THEREFORE BE IT RESOLVED, that the County Board of Coles County award a contract for said section to Kinney Contractors, Inc., 19342 E. Frontage Road, Raymond, IL 62560

STATE OF ILLINOIS
COUNTY OF COLES

I, being properly authorized, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the County Board of Coles County on this 9th day of June, 2020.

_____ (SEAL)
Julie Coe, County Clerk

An Intergovernmental Agreement for

Pile Repair Structure No.: 015-3291
Section 20-06131-00-BR
TR118 (1100E) in Lafayette Township

THIS AGREEMENT is entered into between the County of Coles, Illinois and the Township of Lafayette, in Coles County, Illinois on the 9th day of June, 2020. The parties hereby state and agree as follows:

A. Purpose and Objectives:

Coles County and Lafayette Township find it to be in the public's best interest to repair bridge 015-3291 on TR 118 in Lafayette Township. This will include repairs of existing piling with additional steel reinforcement and concrete protection.

B. Powers:

1. The parties are empowered by the Highway Code to provide Construction and Maintenance for County and Township drainage structures, 605 ILCS 5/5-501.

2. The parties are empowered by the Intergovernmental Agreement Act (5 ILCS 220/3), and the Illinois Constitution (Ill. Const. 1970, Art. VII, Sec. 10) to enter into this Agreement.

C. Rights and Responsibilities:

1. The cost for the construction and other expenses of said project will be divided accordingly:

   a. Lafayette Township will contribute 50% of the engineering costs and 60 % of the construction costs of the project.
   b. Coles County will contribute 50% of the engineering costs and 40 % of the construction costs of the project.
   c. Coles County will perform all construction engineering duties required for this project.

2. The parties hereby agree to take any official action necessary to accomplish their respective obligations, as set forth in this Agreement.

3. This writing constitutes the entire agreement of the parties and no other representations related to this Agreement, written or oral, prior to or concurrent with this writing, shall have any effect.

4. This Agreement shall be effective as the first date written above.

5. This Agreement shall be binding upon and insure to the benefit of the parties hereto, their successors and assignees.

IN WITNESS WHEREOF, the parties given below have executed this Agreement.

Coles County, Illinois;

Date:_____

By:_____
County Engineer

Date:_____

By:_____
County Board Chair

Lafayette Township, Illinois;

Date:_____

By:_____
Township Road Commissioner

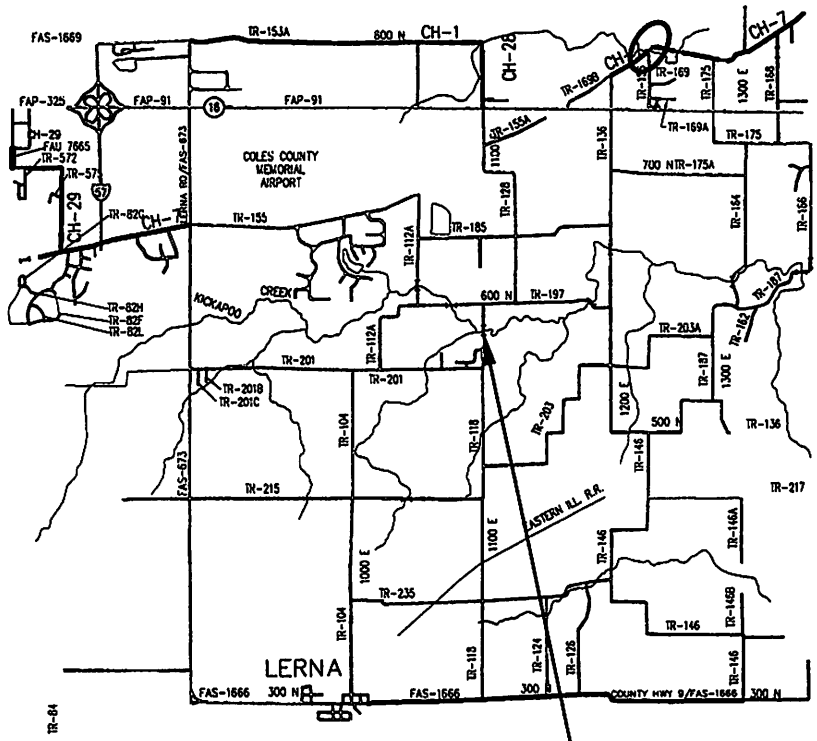
Date:_____

By:_____
Township Supervisor

Location Map

Lafayette Township

015-3291



Proposed Pile Repair
TR-118 (CR 580N)
Structure No. 015-3291

Illinois Department of Transportation

Local Public Agency Agreement for Federal Participation

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
Coles County	Coles	18-00175-00-SD

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
HSIP	201912012	N/A	N/A

☒ Construction on State Letting ☐ Construction Local Letting ☐ Day Labor ☐ Local Administered Engineering ☐ Right-of-Way

Construction		Engineering		Right of Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-97-094-20	T8GX(848)				

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "**LPA**" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "**STATE**". The **STATE** and **LPA** jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the **LPA** and approved by the **STATE** using the **STATE's** policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "**FHWA**".

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	Stationing To
1000 North Road	FAS 0642A	3.90 miles	0.00	3.90

Location Termini: IL 121 to CH 20

Current Jurisdiction	Existing Structure Number(s)
Coles County	N/A

Add Location Remove

PROJECT DESCRIPTION

Excavation and regrading shoulders and construction of a 3' hot-mix asphalt safety shoulder with rumble strips and other work to complete the project.

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

By execution of this Agreement the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation _____)

Lump Sum Payment - Upon award of the contract for this improvement, the **LPA** will pay the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the agreement has been paid. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

☒ METHOD C - **LPA's** Share Balance divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

THE LPA AGREES:

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the STATE and the FHWA.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to complete the project.
11. (Preliminary Engineering) In the event that right-of-way acquisition for, or construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following FHWA authorization, the LPA will repay the STATE any Federal funds received under the terms of this agreement.
12. (Right-of-Way Acquisition) In the event construction has not commenced by the close of the twentieth fiscal year following **FHWA** authorization using right-of-way acquired this agreement, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this agreement.
13. (Railroad Related Work) The LPA is responsible for the payment of the railroad related expenses in accordance with the **LPA**/ railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
14. Certifies to the best of its knowledge and belief that it's officials:
    a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
    b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them 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 antirust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
    c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
    d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
15. To include the certifications, listed in item 14 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
16. (**STATE** Contracts). That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
17. That for agreements exceeding $100,000 in federal funds, execution of this agreement constitutes the **LPA's** certification that:
    a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

18. To regulate parking and traffic in accordance with the approved project report.
19. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
20. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
21. To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project in which no expenditures have been charged against federal funds for the past twelve (12) months.
22. (Reimbursement Requests) For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
23. (Final Invoice) The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice on the engineering projects.
24. (Project Closeout) The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report my be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
25. (Project End Date) For Preliminary Engineering projects the end date is ten (10) years from the execution date of the agreement. For Right-of-Way projects the end date is fifteen (15) years from the execution date of the agreement. For Construction projects the end date is five (5) years for projects under $1,000,000 or seven (7) years for projects over $1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.
26. (Single Audit Requirements) That if the **LPA** expends $750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than $750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
27. That the **LPA** is required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: https://www.sam.gov/SAM/
28. (Required Uniform Reporting) To comply with the Grant Accountability and Transparency Act (30 ILCS 708) that requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

    NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx)

THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
2. (State Contracts) To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when agreed unit prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the agreed unit prices and engineer's pay estimates in accordance with the division of cost page.

4. (Local Contracts) For agreements with federal and/or state funds in engineering, right-of-way, utility work and/or construction work:
   a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
   b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
2. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors and assigns.
4. For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on state awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
5. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

	1.	Location Map
	2.	Division of Cost
-	3.	Local Agency Appropriation Resolution

Add Row

The LPA further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Mike Zuhone

Title of Official

County Board Chairperson

Signature | Date

The above signature certifies the agency's Tin number is 376000640 conducting business as a Governmental Entity.

Duns Number 029964541

APPROVED

State of Illinois
Department of Transportation

Omer Osman P.E., Acting Secretary | Date

By:

Director of Planning & Programming | Date

Director of Planning & Programming | Date

Philip C. Kaufmann, Chief Counsel | Date

Joanne Woodworth, Acting Chief Fiscal Officer | Date

NOTE: if the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

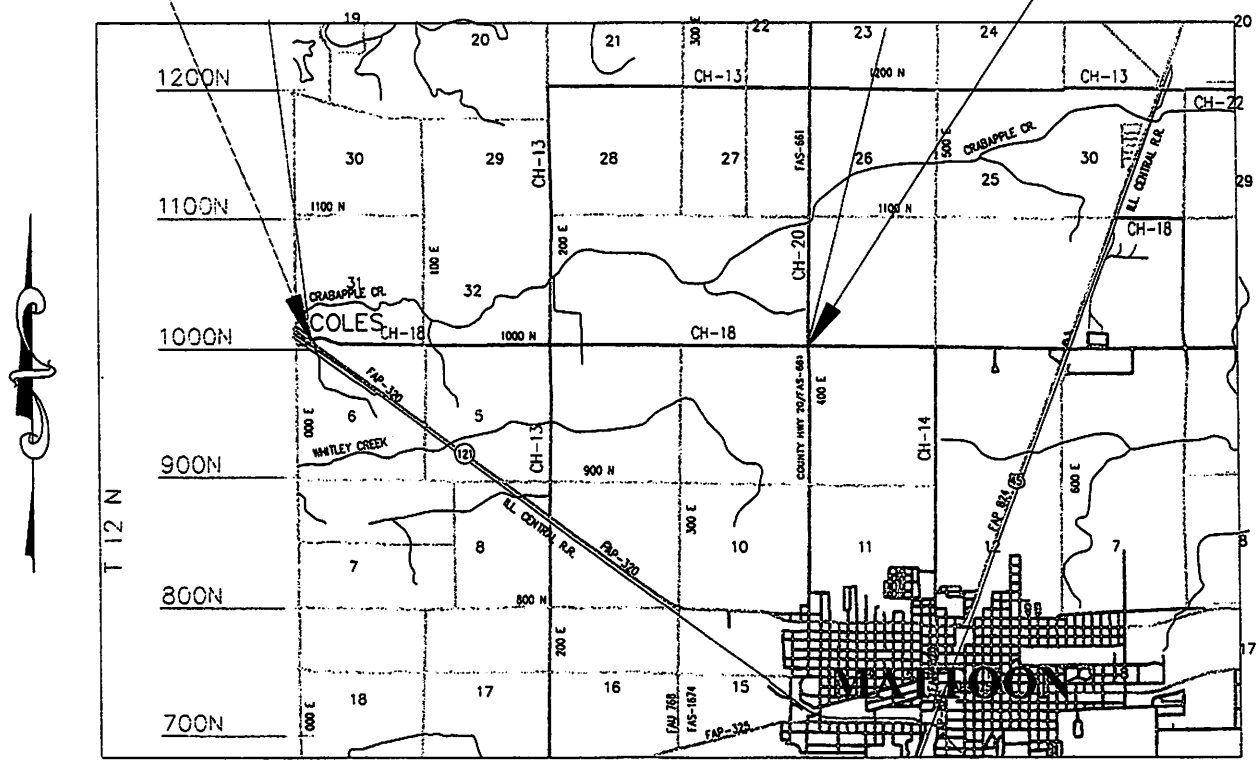
Project Location Map

18-00175-00-SD

Coles County

Project Start
STA 0+50

Project End
STA 203+75



ADDENDA NUMBER 2

Local Public Agency	County	Section Number
Coles County	Coles	18-00175-00-SD

Construction Job Number	Construction Project Number	Engineering Job Number	Engineering Project Number	Right of Way Job Number	Right of Way Project Number
C-97-094-20	T8GX(848)				

DIVISION OF COST

	Federal Funds			State Funds			Local Public Agency			
Type of Work	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	Totals
Participating Construction	HSIP	$473,232.00	*				Local	$52,581.00	BAL	$525,813.00
	Total	$473,232.00		Total			Total	$52,581.00		$525,813.00

Add

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

* 90% HSIP funds Not to Exceed $473,232

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

COUNTY of COLES
Section No.: 18-00175-00-SD
Project No.: T8GX(848)
Job No.: C-97-094-20
Addendum #3

RESOLUTION FOR FUND APPROPRIATION

WHEREAS, the County of Coles endeavors to improve an existing roadway on a segment of County Highway 18 (FAS 642A) from Illinois Route 121 to County Highway 20 that is approximately 3.90 miles in length and known to the Illinois Department of Transportation as Section Number 18-00175-00-SD.

WHEREAS, the cost of said improvement has necessitated the use of federal funds.

WHEREAS, the federal fund source requires a match of local funds.

WHEREAS, the use of federal funds requires a joint funding agreement with the Department of Transportation.

NOW THEREFORE, BE IT RESOLVED that the County of Coles authorizes Fifty-Two Thousand Five Hundred Eighty-One dollars, ($52,581.00) or as much of such sum as may be needed to match federal funds for the completion of the aforementioned project known as Section Number 18-00175-00-SD.

BE IT FURTHER RESOLVED that the Chairperson is hereby authorized and directed to execute the above-mentioned agreement and any other such documents related to advancement and completion of said project.

STATE OF ILLINOIS
COUNTY OF COLES

I, Julie Coe, County Clerk in and for said County of Coles in the State of Illinois, and a keeper of the records and files thereof, as provided by statute, do hereby certify the forgoing to be a true, perfect and complete copy of a resolution adopted by the County Board of Coles County, at its adjourned meeting held at the Coles County Courthouse on June 9, 2020.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in _____, in said County, this _____ day of _____.

_____ (SEAL)
COLES COUNTY CLERK