



**Illinois Department of Transportation**

**Intergovernmental Agreement**

Governmental Body Name <b>The Board of Trustees of the University of Illinois</b>		
Address <b>c/o Office of Sponsored Programs &amp; Research Administration, 1901 South First Street, Suite A, MC 685</b>		
City, State, Zip <b>Champaign, Illinois 61820</b>		
Remittance Address (if different from above) <b>P.O. Box 4610</b>		
City, State, Zip <b>Springfield, Illinois</b>		
Telephone Number <b>217-333-2187</b>	Fax Number <b>217-333-2189</b>	FEIN/TIN <b>37-6000511</b>

Brief Description of Service (full description specified in Part 5) <b>The Board of Trustees of the University of Illinois through its Illinois Center for Transportation (ICT) will provide support for the administration, development and management of technical studies and research projects for the Illinois Department of Transportation (IDOT). Through this support, the ICT will facilitate timely implementation of cost effective technologies that improve safety and reliability, reduce congestion, improve utilization of the state infrastructure, and optimize limited resources of IDOT.</b>			
Compensation Method (full details specified in Part 6)	Travel Expense <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Agreement Term From: <b>July 1, 2011</b>
Total Compensation Amount <b>\$30,386,666</b>	Travel Amount <b>\$</b>	Advance Pay <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	To: <b>June 30, 2016</b>

**REQUIRED SIGNATURES**

By signing below, the GOVERNMENTAL BODY and the DEPARTMENT agree to comply with and abide by all provisions set forth in Parts 1-7 herein and any Appendices thereto.

**FOR THE GOVERNMENTAL BODY:**

Walter K. Knorr  
Signature and Job Title of Authorized Representative

Walter K. Knorr, Comptroller 5/19/11  
Type or Print Name of Authorized Representative Date

**FOR THE DEPARTMENT:**

David L. Lippert  
David L. Lippert, Bureau Chief, Materials and Physical Research

Ellen Schanzle-Haskins 5-26-11  
Ellen Schanzle-Haskins, Chief Counsel Date  
(Approved as to form)

Christine M. Reed  
Christine M. Reed, P.E., Director, Division of Highways, Chief Engineer

By: Matthew R. Hughes 5/26/11  
Matthew R. Hughes, Director, Finance & Administration Date

Date: 5/31/11

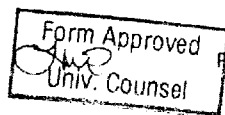
By: \_\_\_\_\_

By: Gary Hannig 6-8-11  
Gary Hannig, Secretary of Transportation Date

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title



**INTERGOVERNMENTAL AGREEMENT**  
**FOR**  
**ILLINOIS CENTER FOR TRANSPORTATION (ICT)**

This Agreement is by and between

**The Board of Trustees of the University of Illinois**

Please type or print legibly the GOVERNMENTAL BODY'S legal name and

**c/o Office of Sponsored Programs and Research  
Administration**

**1901 South First Street, Suite A**

**Champaign, Illinois 61820-6242**

**Attn: Kathy Young, Director, Office of  
Sponsored Programs and Research  
Administration**

**E-mail: [gcoaward@uillinois.edu](mailto:gcoaward@uillinois.edu)**

hereinafter called the GOVERNMENTAL BODY, and the State of Illinois, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT.

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

**PART 1**  
**SCOPE / COMPENSATION / TERM**

- A. Scope of Services and Responsibilities.** The DEPARTMENT and the GOVERNMENTAL BODY agree as specified in Part 5.
- B. Compensation.** Compensation (if any) shall be as specified in Part 6 and Attachments A and B.
- C. Term of Agreement.** The term of this Agreement shall be from **July 1, 2011 to June 30, 2016**.
- D. Amendments.** All changes to this Agreement must be mutually agreed upon by the DEPARTMENT and the GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.
- E. Renewal.** This Agreement may not be renewed.
- F. Definitions.**
- 1. Project.** An investigation or study approved and funded by the DEPARTMENT.
  - 2. Project Work Plan.** A detailed plan for completing a Project, e.g., scope, objectives, individual tasks or activities, and Project timeline.

3. **Program.** The broad range of activities funded under this Agreement, including all research Projects and the supporting activities performed by the GOVERNMENTAL BODY in developing, managing, and administering the research, educational, and technology transfer activities. The Program includes, but is not necessarily limited to, all responsibilities assumed by the GOVERNMENTAL BODY's Illinois Center for Transportation (ICT) and described in Part 5, "Scope of Service/Responsibilities".

## PART 2 GENERAL PROVISIONS

**A. Changes.** If any circumstance or condition in this Agreement changes, the GOVERNMENTAL BODY must notify the DEPARTMENT in writing within seven days.

**B. Compliance/Governing Law.** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.

**C. Availability of Appropriation (30 ILCS 500/20-60):** This Agreement is contingent upon and subject to the availability of funds. The DEPARTMENT, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason, (2) the Governor decreases the DEPARTMENT's funding by reserving some or all of the DEPARTMENT's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the DEPARTMENT determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

**D. Records Inspection.** The DEPARTMENT or a designated representative shall have access to the GOVERNMENTAL BODY's work and applicable records whenever it is in preparation or progress, and the GOVERNMENTAL BODY shall provide for such access and inspection.

**E. Records Preservation.** The GOVERNMENTAL BODY, shall maintain for a minimum of **three years** after the completion of the Agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement.

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

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

2. **Procurement of Goods or Services – Federal Funds.** For purchases of products or services with any Federal funds that cost more than \$10,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C 403(11), (currently set at \$100,000.00) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Federal funds that are in excess of the simplified acquisition threshold fixed at 41 U.S.C. 403(11), (currently set at \$100,000.00) will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used, provided that the procurement procedures conform to the provisions in Part 3(K) below. The GOVERNMENTAL BODY may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) after solicitation of a number of sources, competition is determined inadequate.

3. **Procurement of Goods or Services – State Funds.** For purchases of products or services with any State of Illinois funds that cost more than \$10,000.00, (\$5,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at \$33,500.00 and \$20,000.00 for professional and artistic services) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any State of Illinois funds in excess of the small purchase amount (currently set at \$33,500.00 for goods

and services and \$20,000.00 for professional and artistic services) will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used. The GOVERNMENTAL BODY may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) after solicitation of a number of sources, competition is determined inadequate.

4. The GOVERNMENTAL BODY shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement. Exceptions to this requirement, or certain terms or conditions of the Agreement, may be made for contracts with agencies of the federal government or contractors, consultants, or universities of other states, provided the DEPARTMENT approves the exception in writing.

5. The GOVERNMENTAL BODY shall provide a copy of each executed sub-award to the DEPARTMENT.

6. Employment of DEPARTMENT Personnel. The GOVERNMENTAL BODY will not employ any person or persons currently employed by the DEPARTMENT for any work required by the terms of this Agreement.

### PART 3

#### FEDERALLY FUNDED AGREEMENTS

**A. Standard Assurances.** The GOVERNMENTAL BODY assures that it will comply with all applicable federal statutes, regulations, executive orders, Federal Transit Administration (FTA) circulars, and other federal requirements in carrying out any Project supported by federal funds. The GOVERNMENTAL BODY recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect Program implementation. The GOVERNMENTAL BODY agrees that the most recent federal requirements will apply to the Program.

**B. Certification Regarding Lobbying.** As required by the United States Department of Transportation (U.S. DOT) regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the GOVERNMENTAL BODY'S authorized representative certifies to the best of his or her knowledge and belief that for each agreement for federal assistance exceeding \$100,000:

1. No federal appropriated funds have been or will be paid by or on behalf of the GOVERNMENTAL BODY to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of federal assistance, or the extension, continuation, renewal, amendment, or modification of any federal assistance agreement; and

2. If any funds other than federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for federal assistance, the GOVERNMENTAL BODY assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352.

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

The GOVERNMENTAL BODY understands that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing federal assistance for a transaction covered by 31 U.S.C. 1352. The GOVERNMENTAL BODY also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**C. Nondiscrimination Assurance.** As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21 at 21.7, the GOVERNMENTAL BODY assures that it will comply with all requirements of 49 CFR Part 21; FTA Circular 4702.1A, "Title VI and Title VI - Dependent Guidelines for Federal Transit Administration Recipients," and other applicable directives, so that no person in the United States, on the basis of race, color, national origin, creed, sex,

or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the GOVERNMENTAL BODY receives federal assistance.

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

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

**D. Control of Property.** The GOVERNMENTAL BODY certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of OMB Circular A-110. It is mutually agreed by and between the parties hereto that all apparatus and equipment purchased with funds provided by the DEPARTMENT and which are of such nature that they may be used by the DEPARTMENT in the conduct of its work, shall remain the property of the DEPARTMENT. Upon completion of a Project for which property and/or equipment was purchased, the DEPARTMENT will determine if possession is to be taken of said property and/or equipment within 120 days after Project completion.

**E. Cost Principles.** The cost principles of this Agreement are governed by the cost principles found in 49 CFR Part 18.22 and OMB Circular A-21, and all costs included in this Agreement are allowable under 49 CFR Part 18.22 and OMB Circular A-21, "Cost Principles for Educational Institutions".

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

The inability of the GOVERNMENTAL BODY to certify to the certification in this section will not necessarily result in denial of participation in this Agreement. The GOVERNMENTAL BODY shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when the DEPARTMENT determined whether to enter into this transaction. If it is later determined that the GOVERNMENTAL BODY knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the DEPARTMENT may terminate this Agreement for cause. The GOVERNMENTAL BODY shall

provide immediate written notice to the DEPARTMENT if at any time the GOVERNMENTAL BODY learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this Part shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

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

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

**G. Single Audit.** The Single Audit Act of 1984 (Public Law 98-502) and the Single Audit Amendments of 1996 (P.L. 104-156) require the following:

1. State or local governments that receive \$500,000 or more a year in federal financial assistance shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133.
2. State or local governments that receive less than \$500,000 a year shall be exempt from compliance with the Act and other federal requirements.
3. Nothing in this paragraph exempts state or local governments from maintaining records of federal financial assistance or from providing access to such records to federal Agencies, as provided for in federal law or in Circular A-133 "Audits of States, Local Governments and Non-Profit Organizations."
4. A copy of the audit report must be submitted to the DEPARTMENT within 30 days after completion of the audit, but no later than one year after the end of the GOVERNMENTAL BODY'S fiscal year.

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

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

**J. Assurance of Nondiscrimination on the Basis of Disability.** As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the GOVERNMENTAL BODY assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no

otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The GOVERNMENTAL BODY assures that Project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*, and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any applicable regulations and directives issued by other Federal departments or agencies.

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

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

1. In accordance with Section 5307(c) of SAFETEA-LU, 23 U.S.C. 502 note, the GOVERNMENTAL BODY assures it will comply with all applicable requirements of Section V (Regional ITS Architecture and Section VI (Project Implementation)) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and other FTA requirements that may be issued in connection with any ITS Project it undertakes financed with Highway Trust Funds (including funds from the mass transit account) or funds made available for the Intelligent Transportation Systems Program authorized by SAFETEA-LU, 23 U.S.C. 502 note.

2. With respect to any ITS Project financed with Federal assistance derived from a source other than Highway Trust Funds (including funds from the Mass Transit Account) or SAFETEA-LU, 23 U.S.C. 502 note, the GOVERNMENTAL BODY assures that it will use its best efforts to ensure that any ITS Project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

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

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

As required by OMB, the GOVERNMENTAL BODY certifies that it:

1. Has the legal authority and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of Program cost) to ensure proper planning, management, and completion of the Program.
2. Will give the U.S. Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;
4. Will initiate and complete the work within the applicable Program and Project time periods;
5. Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
  - Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
  - Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, which prohibit discrimination on the basis of sex;

- Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
  - The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
  - The Drug Abuse, Prevention, Treatment and Rehabilitation Act, Public Law 92-255, and amendments thereto, 21 U.S.C. 1101 *et seq.* relating to nondiscrimination on the basis of drug abuse;
  - The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Public Law 91-616, and amendments thereto, 42 U.S.C. 4541 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
  - The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-2 related to confidentiality of alcohol and drug abuse patient records;
  - Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing;
  - Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the Program may be provided including, but not limited, to 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and Section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA programs; and
  - Any other nondiscrimination statute(s) that may apply to the Program.
6. Will comply with all federal environmental standards applicable to the Program, including but not limited to:
- Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;
  - Notification of violating facilities pursuant to Executive Order 11738;
  - Protection of wetlands pursuant to Executive Order 11990;
  - Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
  - Assurance of Program consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 *et seq.*;
  - Conformity of federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 *et seq.*;
  - Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;
  - Protection of endangered species under the Endangered Species Act of 1973, as amended;
  - The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 *et seq.*, which relates to protecting components or potential components of the national wild scenic rivers system.
7. Will comply with all other federal statutes applicable to the Program, including but not limited to:
- Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which provides for fair and equitable treatment of persons displaced whose property is acquired as a result of federal or federally-assisted programs;
  - The Hatch Act, 5 U.S.C. 1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds;
  - The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
  - Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470;
  - Executive Order 11593, which relates to identification and protection of historic properties;
  - The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 *et seq.*;
  - The Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 *et seq.*, which relates to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by a federal award of assistance;
  - The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 *et seq.*, which relates to prohibiting the use of lead-based paint in construction or rehabilitation of residence structures;
  - The Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

**O. Energy Conservation** To the extent applicable, the GOVERNMENTAL BODY and its third party contractors at all tiers shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable



state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Section 6321 et seq.

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

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

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

**S. Buy America** Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of satisfactory quality; or that inclusion of domestic materials will increase the cost of overall Program contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

**T. False Or Fraudulent Statements Or Claims** The GOVERNMENTAL BODY acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Government in connection with this Program, the Government reserves the right to impose on the GOVERNMENTAL BODY the penalties of 18 U.S.C. Section 1001, 49 U.S.C. Section 5307, 31 U.S.C. Section 3801, and 49 CFR Part 31, as the Government may deem appropriate. GOVERNMENTAL BODY agrees to include this clause in all state and federal assisted contracts and subcontracts.

**U. Changed Conditions Affecting Performance** The GOVERNMENTAL BODY 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 Program in accordance with the provisions of this Agreement.

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

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

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

**Y. Preference for Recycled Products** To the extent applicable, the GOVERNMENTAL BODY agrees to give preference to the purchase of recycled products for use in this Program pursuant to the various U.S. Environmental

Protection Agency (EPA) guidelines, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

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

**AA. Central Contractor Registration (CCR)** GOVERNMENTAL BODY is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores and disseminates business information about the federal government's trading partners in support of the contract award, grants and the electronic payment processes. If the GOVERNMENTAL BODY does not have a CCR number, the GOVERNMENTAL BODY must register at <https://www.bpn.gov/ccr>.

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

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

#### **PART 4 SPECIFIC PROVISIONS**

**A. Invoices.** The amount shown on each invoice shall be in accordance with the rates established in Part 6. All non-labor costs, if allowable, shall be listed and itemized as provided in Part 6.

Any invoices/bills issued by the GOVERNMENTAL BODY to the DEPARTMENT pursuant to this Agreement shall be sent to the following address:

**Illinois Department of Transportation  
Bureau of Materials and Physical Research  
Attn: Amy M. Schutzbach  
126 East Ash Street  
Springfield, Illinois 62704**

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

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

**C. Termination.** This Agreement may be terminated by the mutual consent of both parties, or by notice in writing given by one party to the other at least one year prior to the date upon which the termination is to become effective, with the understanding that such termination shall not extinguish the duty of both parties to complete any Project or renewal thereof for which obligations were made or upon which work was started before the notice to terminate is given. Work on an individual Project included in the Program may be terminated by the mutual consent of both parties or by notice in writing given by one party to the other at least six months prior to the date upon which the termination is to become effective, with the understanding that such termination shall not extinguish the duty of both parties to complete the documentation of all work on the Project or investigation that had been performed up to the time the notice to terminate is given.

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

**E. Rights in Data.**

1. Copyrightable Material. The GOVERNMENTAL BODY shall have the authority to copyright reports, forms, and other material that are part of the work under this agreement provided, however, that the GOVERNMENTAL BODY: (1) hereby grants to the DEPARTMENT and Federal Government a royalty-free, non-exclusive, non-transferable, worldwide license to reproduce, publish or otherwise use and to authorize others to use, for Government purposes; and (2) shall have placed on the page of the material bearing a copyright a statement to this effect. Federal legislation that controls ownership and allocation of rights to results of federally supported research is described in Title 35 of the U.S. Code, Chapter 18 §§ 201-202. The DEPARTMENT and the GOVERNMENTAL BODY are also subject to the provisions of 23 CFR §420.121(i), 37 CFR §401.14(b), 48 CFR, Part 227, regarding Patents, Data and Copyrights, 49 CFR § 19.36 governing copyrighted publications and intangible property, and 48 CFR §1252.242-70.
2. Patentable Discoveries. GOVERNMENTAL BODY retains the entire right, title, and interest throughout the world to each invention or discovery, which is or may be patentable or otherwise protectable under Title 35 of the United States Code, and conceived or first reduced to practice in the performance of work under this agreement as prescribed by 23 CFR §420.121(i) and 37 CFR 401.14 ("Patentable Discoveries"). The GOVERNMENTAL BODY agrees to and does hereby grant to the DEPARTMENT and the Federal Government an irrevocable, nonexclusive, non-transferable, and paid-up license to practice such inventions and discoveries to the extent required to meet the DEPARTMENT'S obligations to the Federal government. The DEPARTMENT and GOVERNMENTAL BODY agree that 23 CFR §420 shall govern the administration of all Patentable Discoveries for this Agreement.
3. Record Retention. Copies of all documents, data and records utilized in performing research shall, at the option of the DEPARTMENT, be collected from the Principal Investigators and delivered to the DEPARTMENT. A Principal Investigator is the researcher designated to conduct a Project. The Principal Investigator, on behalf of the GOVERNMENTAL BODY shall assist in this process of collecting and appropriately arranging, indexing, and delivering to the DEPARTMENT. All documents, data and records produced by the GOVERNMENTAL BODY and Principal Investigators shall be subject to a three-year retention period.
4. Software. All software and related computer programs produced and developed by GOVERNMENTAL BODY (or authorized contractor or subcontractor thereof) in carrying out GOVERNMENTAL BODY'S obligation hereunder and approved in a Project Work Plan, without limitation and whether preliminary or final, shall become and remain the property of the GOVERNMENTAL BODY. The GOVERNMENTAL BODY hereby grants to the DEPARTMENT and Federal Government a royalty-free, non-exclusive, non-transferable, worldwide license to reproduce, publish or otherwise use and to authorize others to use, for State and Federal Government purposes.
5. Information Technology Resources. Per 48 CFR §1252.239-70, the GOVERNMENTAL BODY shall be responsible for information technology security for all systems connected to the DEPARTMENT network or operated by the GOVERNMENTAL BODY for the DEPARTMENT, regardless of location. This clause is applicable to all or any part of the contract that includes information technology resources or services in which the GOVERNMENTAL BODY has physical or electronic access to the DEPARTMENT'S sensitive information that directly supports the mission of the DEPARTMENT. The term "information technology" means any equipment or interconnected system or subsystem of equipment, that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data of information.

**F. Confidentiality/Publication.**

1. Confidential Information shall mean any information that is furnished by either party that is considered to be confidential business information as outlined by 49 CFR 512.3, "Confidential Information". Each disclosure of Confidential Information must be issued using the framework documented by 49 CFR 512.6 that requires all disclosures to be marked as confidential prior to disclosure to either party. Each party's obligation of confidentiality shall not apply to information that: (a) was in recipient's possession on a non-confidential basis prior to receipt from disclosing party; (b) is in the public domain or is general or public knowledge prior to disclosure, or after disclosure, enters the public domain or becomes general or public knowledge through no fault of recipient; (c) is properly obtained by recipient from a third party not under a confidentiality obligation to either party; (d) is explicitly approved for release by written authorization of both parties; (e) is or has been developed by recipient independent of recipient's access to disclosing party's Confidential Information; (f) is

required by law or court order to be disclosed, or (g) was acknowledged as non-confidential subsequent to initial identification as confidential information.

2. Notwithstanding the forgoing, the Department may designate an entire project to be confidential at the outset of the project, to the extent possible. For projects so designated as confidential, any documents, data, records, or other information given to or prepared by the GOVERNMENTAL BODY pursuant to this Agreement are DEPARTMENT Confidential Information and shall not be made available to any individual or organization without prior written approval by the DEPARTMENT.
3. Both parties may share Confidential Information with third parties to the extent necessary to perform the Program under the terms consistent with this Agreement.
4. The GOVERNMENTAL BODY shall have the authority to publish or publicly disclose information relating to any Project Work Plan as set forth herein.
  - a. Articles for publication in professional refereed or peer-reviewed journals or papers to be presented at professional meetings shall be submitted to the DEPARTMENT for a 21-day review prior to publication or presentation; after which time the GOVERNMENTAL BODY may, without interference, publish or publicly disclose any non-confidential and non-patentable results. Publications containing confidential or patentable results shall be handled as provided in paragraph 4.b. of this Confidentiality/Publication clause. Information presented to a project's Technical Review Panel (TRP), as noted in the final TRP meeting minutes, shall be considered as reviewed by the DEPARTMENT. The parties will cooperate so that student theses or dissertations are not adversely affected by any delay.

When the scheduled time for presenting project information previously reviewed by the DEPARTMENT does not permit formal review of a complete publication or presentation, abstracts, presentation title, or agendas may be used for notification of intent to present information based on the study. Such presentations shall contain a statement that the paper has not been reviewed by the DEPARTMENT.

- b. The GOVERNMENTAL BODY shall send any non-scholarly work products not covered under paragraph 4.a. to the DEPARTMENT prior to release. The DEPARTMENT shall have 21 days from the date of receipt of any such publication to review and comment. If no objection is made within this 21-day period, the GOVERNMENTAL BODY may proceed with publication or public disclosure. Upon written notice by the DEPARTMENT that the proposed publication contains DEPARTMENT Confidential Information, enabling disclosures of Patentable Discoveries, or other objectionable content, the GOVERNMENTAL BODY may either revise the publication to eliminate such confidential or otherwise objectionable content, or delay publication for a limited period in its discretion to allow for preparation and filing of U.S. patent applications. The GOVERNMENTAL BODY will consider comments provided by the DEPARTMENT and work with the DEPARTMENT in good faith to settle all outstanding issues. In the event the GOVERNMENTAL BODY disagrees with the comments provided by the DEPARTMENT, both parties will endeavor in good faith to resolve any disputes through informal discussion or such other informal means as may be jointly agreed by the parties; however, the GOVERNMENTAL BODY may not publish any non-scholarly work products or any information that is deemed confidential or which includes patentable results without the DEPARTMENT's approval.
  - c. Reports on research projects that are funded under this AGREEMENT shall not be posted to the Illinois Center for Transportation web site's Publications page without the concurrence of the DEPARTMENT.
5. The GOVERNMENTAL BODY shall send any proposed articles, publications, news releases, exhibits, video or audio materials, reports or other work products to the DEPARTMENT electronically prior to release.
6. All requests for the testimony, per 48 CFR §1252.242-71, of the GOVERNMENTAL BODY or its employees, and any intention to testify as an expert witness relating to: (a) Any work required by, and/or performed under, this contract; or (b) any information provided by any party to assist the GOVERNMENTAL BODY in the performance of this contract shall be immediately reported to the DEPARTMENT. Neither the GOVERNMENTAL BODY nor its employees shall testify on a matter related to work performed or information provided under this contract, either voluntarily or pursuant to a request, in any judicial or administrative proceeding unless approved, in advance, by the DEPARTMENT or required by a judge in a final court order.
7. For test methods or material specifications, which are to be proposed as national standards, the order of submittal shall be first to American Association of State Highway and Transportation Officials (AASHTO), in

cooperation with the DEPARTMENT. If the test method or specification is not adopted through the AASHTO process, the GOVERNMENTAL BODY will be free to submit to American Society for Testing and Materials (ASTM) or other national standard organizations.

8. All publications giving the results of any investigation shall contain a credit reference as follows:

*"This publication is based on the results of ICT-RXX (Project Work Plan number to be provided by ICT), **Project Title here.** ICT-RXX was conducted in cooperation with the Illinois Center for Transportation; the Illinois Department of Transportation, Division of Highways; and the U.S. Department of Transportation, Federal Highway Administration."*

9. All publications and oral releases giving the results of any investigation shall contain the following disclaimer statement:

*"The contents of this publication (presentation) reflect the view of the author(s), who is (are) responsible for the facts and the accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of the Illinois Center for Transportation, the Illinois Department of Transportation, or the Federal Highway Administration. This publication (presentation) does not constitute a standard, specification, or regulation."*

10. The format of final publications provided to the DEPARTMENT shall follow the guidelines set forth by the Illinois Center for Transportation, as agreed to by the DEPARTMENT.

11. Either Party to this agreement, or the FHWA when Federal funds are used, may initiate requests for publication of interim or final reports.

**G. Use of Advanced Transportation Loading System (ATLAS).** The GOVERNMENTAL BODY shall maintain a daily journal documenting the use of the ATLAS for any Project, which shall be made available upon request of the DEPARTMENT. Journal entries shall include the Project for which the equipment was utilized, time frame equipment was in use, idle due to location change and/or repairs.

**H. Reporting/Consultation.** As per 23 CFR § 420.117, GOVERNMENTAL BODY shall consult with and keep the DEPARTMENT fully informed as to the progress of all matters covered by this Agreement.

**I. Travel Expenses.** Expenses for travel, lodging, or per diem incurred by the GOVERNMENTAL BODY pursuant to this Agreement are limited to those described in Part 5.

**J. Indemnification.**

1. To the extent authorized by laws of the State of Illinois, including, but not limited to GOVERNMENTAL BODY'S self-insurance program authorized by statute and as indicated by the attached certificate of insurance (Attachment C), the GOVERNMENTAL BODY agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on any alleged injury or damage of any type arising from the actions or inactions of the GOVERNMENTAL BODY and/or the GOVERNMENTAL BODY'S employees, officials, agents, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith. The GOVERNMENTAL BODY'S duty to indemnify and hold harmless shall apply only if the DEPARTMENT gives prompt written notice to the GOVERNMENTAL BODY upon learning of the indemnifiable event.
2. The GOVERNMENTAL BODY agrees to require any contractors or subcontractors to hold harmless and indemnify the GOVERNMENTAL BODY and the DEPARTMENT, and their officials, employees and agents, from any and all losses, expenses, damages and claims arising out of any services provided in connection with this Agreement and the contractors or subcontractors shall defend any suit or action, whether at law or in equity, based on any alleged injury or damage of any type arising from the actions or inactions of the contractors or subcontractors and/or the contractors' or subcontractors' employees or agents and the contractors and subcontractors shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees incurred by the GOVERNMENTAL BODY or the DEPARTMENT and their officials, employees and agents in connection therewith. Said contractors and subcontractors shall name the GOVERNMENTAL BODY and the DEPARTMENT as additional insured parties on all General Liability insurance policies applicable to services provided pursuant to this agreement. The general liability insurance cannot be cancelled or reduced

without 30 days prior written notice to the Certificate Holders. The DEPARTMENT Certificate Holder shall be listed as:

Engineer of Materials and Physical Research  
Illinois Department of Transportation  
Bureau of Materials and Physical Research  
126 East Ash Street  
Springfield, IL 62704-4766

**K. Equal Employment Opportunities, Affirmative Action, Sexual Harassment.** The GOVERNMENTAL BODY will comply with the Illinois Human Rights Act with respect to public contracts, including equal employment opportunity, refraining from unlawful discrimination and having a written sexual harassment policy.

**L. Tax Identification Number.** GOVERNMENTAL BODY certifies that:

1. The number shown on this form is a correct taxpayer identification number (or it is waiting for a number to be issued.), **and**
2. It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the GOVERNMENTAL BODY that it is no longer subject to backup withholding, **and**
3. It is a U.S. entity (including a U.S. resident alien).

NAME OF GOVERNMENTAL BODY:

The Board of Trustees of the  
University of Illinois

Taxpayer Identification Number:

37-6000511

Legal Status (check one):

Tax-exempt



Government

Nonresident Alien



Other \_\_\_\_\_

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

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

## PART 5 SCOPE OF SERVICE/RESPONSIBILITIES

This Agreement entered into by the DEPARTMENT and the GOVERNMENTAL BODY is for the purpose of providing support for the administration, development and management of DEPARTMENT technical studies and research Projects. The GOVERNMENTAL BODY'S Illinois Center for Transportation (ICT) will assist the DEPARTMENT in developing, managing, and administering research, educational, and technology transfer activities, hereinafter referred to as the Program. This basic agreement shall have the following elements:

### A. General Information

1. The general purpose of the Program is to secure and analyze data and to develop information which will define the governing principles and will advance the science of transportation engineering for practical application in using in the most efficient and economical manner the public moneys now available for transportation improvement purposes.

2. The GOVERNMENTAL BODY will provide the administrative facilities and will establish the procedures necessary for the proper coordination and planning and the efficient execution of the Program.

3. The GOVERNMENTAL BODY will provide a medium for the exchange of pertinent information with other highway and transportation research agencies and will provide methods for the prompt dissemination to practicing highway engineers in Illinois of any useful knowledge acquired.

4. The ICT will be located at the Advanced Transportation Research and Engineering Laboratory (ATREL) of UIUC in Rantoul, Illinois. The Director of the ICT must be a member of the faculty from the GOVERNMENTAL BODY's Transportation Facility Group.

#### **B. Project Work Plans for the Program Research Projects**

1. The DEPARTMENT will establish an Executive Committee for the Program. The Executive Committee will review and select Projects for the research Program. The Director of Highways will chair this committee which will be comprised of the Directors of the Offices and Divisions within the DEPARTMENT, a representative from FHWA, and the Director of the Illinois Center for Transportation.

2. The DEPARTMENT will establish investigation areas with Technical Advisory Groups (TAG's), comprised of DEPARTMENT personnel, a GOVERNMENTAL BODY representative, industry representatives (as appropriate), and a representative from the FHWA, Illinois Division. TAGs will review and prioritize research proposals to be presented to the Executive Committee.

3. A research Program for the period of the ICT AGREEMENT shall be approved on a fiscal year basis (July 1 to June 30) by the DEPARTMENT and the GOVERNMENTAL BODY.

4. No investigation will be undertaken on any individual research Project under this Program until a Project Work Plan that includes an estimated budget for the specific Project has been prepared and approved by the DEPARTMENT, authorizing the particular Project.

5. Project Work Plans shall be developed for each Project's term, including budget. The budget should be provided over the term of the Project by fiscal-year periods, July 1 to June 30, or any portion thereof.

#### **C. Project Costs:**

1. General administration and supervision shall be included in each Project budget as approved by the DEPARTMENT.

2. Expenses incurred by the GOVERNMENTAL BODY and to be paid by the DEPARTMENT according to the terms of Part 6 for the period of each Project shall be reimbursed by the DEPARTMENT in a total amount not to exceed that stated in the Project Work Plan.

3. The charges made by the GOVERNMENTAL BODY to DEPARTMENT under this AGREEMENT shall not exceed the amounts specified in Attachment A, including any subsequent amendments thereto, nor the actual costs incurred in the Project investigations which are chargeable to DEPARTMENT according to Part 6.

4. Reimbursement by the DEPARTMENT for expenses incurred by the GOVERNMENTAL BODY shall be made on a monthly basis following receipt and acceptance by the DEPARTMENT according to the terms of Part 6.

5. Final reimbursement by the DEPARTMENT for expenses incurred by the GOVERNMENTAL BODY shall be made only after acceptance by DEPARTMENT of the final report on the Project.

6. Each ICT Project, or portion thereof, conducted by the GOVERNMENTAL BODY at the Urbana-Champaign campus, including ATREL, shall include an ICT Project Allowance, which shall be calculated as 10% of the total direct costs, but excluded from the base before calculation of indirect costs. Funds collected for the ICT Project Allowance shall be used exclusively in support of ICT and ICT facilities. The ICT Project Allowance may be modified as

determined by the DEPARTMENT and GOVERNMENTAL BODY by an amendment to this Agreement, pursuant to Part 1, Section D.

7. Each research Project, or portion thereof, funded from other sources but using funds from this Agreement as matching funds and conducted by the GOVERNMENTAL BODY at the Urbana-Champaign campus, including ATREL, shall be charged the ICT Project Allowance. Any waivers to the ICT Project Allowance shall be approved in writing by the ICT Director and reported in writing referencing this provision to the DEPARTMENT.

8. Indirect costs will be limited to 20% of Project direct cost, minus the Project Allowance.

**D. Responsibilities Assumed:**

1. In furtherance of the Program to be conducted hereunder, the DEPARTMENT agrees:

a) To assign a TAG for specific research areas identified by the DEPARTMENT, and agreed to by the ICT to establish specific research Projects. Payment of the salaries and expenses of such GOVERNMENTAL BODY and DEPARTMENT TAG members may be made by DEPARTMENT. No compensation will be paid to members of a TAG by virtue of their service on that committee.

b) To appoint, with the consent and approval of the individuals and agencies concerned, a Technical Review Panel (TRP) for each individual Project. The TRP shall provide the Project supervisor, also known as the Principal Investigator in immediate charge of a specific Project, with technical advice and with suggestions for work programming to promote the efficient and prompt attainment of the research objectives as set forth in the approved work plan for the Project. No compensation will be paid to members of a TRP by virtue of their service on that committee.

c) To reimburse the GOVERNMENTAL BODY through DEPARTMENT funds the cost of labor and salaries of the special staff assigned by the GOVERNMENTAL BODY to each Project under the Program, and the compensation of consultants who may be retained. Consultants may be retained only with proper approval by the DEPARTMENT as per Part 2, F, 1.

d) To reimburse the GOVERNMENTAL BODY through DEPARTMENT funds after proper approval, the applicable fringe benefits paid special staff members in accordance with general GOVERNMENTAL BODY policy which shall include, but not be limited to retirement, health and life insurance, and workers' compensation.

e) To reimburse the GOVERNMENTAL BODY through DEPARTMENT funds the cost of materials, supplies and equipment, the cost of publication of the results, and all other expenses necessary for the proper completion of each Project under the Program, exclusive of such costs as are to be borne directly by DEPARTMENT and the GOVERNMENTAL BODY according to the terms of this AGREEMENT.

f) To keep the GOVERNMENTAL BODY apprised of all applicable technical work requirements and administrative controls, including those of the FHWA.

g) To promptly reimburse the GOVERNMENTAL BODY for such disbursements as have been billed on a monthly basis, subject to the DEPARTMENT'S approval.

h) To inform the Director of the ICT, in writing, of non-performance and non-responsiveness in execution of any Project that is a component of the Program.

i) To prepare and submit to the GOVERNMENTAL BODY a semi-annual evaluation of Project progress on a form developed by both parties to be completed by the TRP Chair assigned to each individual Project. The evaluation will include responsiveness of the GOVERNMENTAL BODY to requests, and timeliness of the work. The evaluations will be provided to the Director of the ICT.

2. In furtherance of the Program to be conducted, the GOVERNMENTAL BODY and ICT agree:

a) To assume, under the advice and general direction of the DEPARTMENT, direct charge of each Project which may be established under the Program; to supervise, direct, and execute or cause to be executed all experimental and analytical work, the computation and reduction of the results obtained, and the placing of the data in appropriate format for presentation.



- b) To assign a member to each TAG established by the DEPARTMENT.
- c) To assign such members of its staff as may be necessary to supervise and direct the Program as a whole and each of the Projects under it. The Director, Associate Director, or appointed Administrative Manager of the ICT shall serve as the medium of contact between the DEPARTMENT and the GOVERNMENTAL BODY on all matters of administration and operation relating to the Program.
- d) For non-outsourced Projects in the Program, a member of the GOVERNMENTAL BODY staff, qualified and experienced in the area of the particular study, shall be designated as Principal Investigator to give general supervision to the Project and to make the control decisions regarding the conduct of the Project within the limits prescribed by DEPARTMENT and the ICT Director.
- e) To employ research staff, mechanics, technicians, clerks, and other help necessary for the effective execution of the Program. The salaries of these employees shall be reimbursed by the DEPARTMENT. Travel and subsistence expenses in connection with travel for GOVERNMENTAL BODY staff members indicated will be reimbursed according to the current travel regulations and will be specifically provided for in each Project Work Plan. All personnel indicated above or in this paragraph shall be employees of the GOVERNMENTAL BODY during their employment in this Program and shall in all respects be subject to the rules and regulations of the GOVERNMENTAL BODY governing staff members and employees.
- f) To furnish with no additional charge, the facilities necessary for this Program together with light, heat, power, and water, and to permit the use of such laboratory apparatus and experimental facilities as it may possess which are not in use for other purposes.
- g) To permit representatives of the DEPARTMENT, the FHWA and other cooperating agencies to observe the work in progress at all reasonable times.
- h) The Principal Investigators are expected to keep accurate records of the nature and character of the work undertaken, of the work performed, and of the analysis of the assembled data, and GOVERNMENTAL BODY shall require such recordkeeping and analysis in agreements with Principal Investigators and shall assist Principal Investigators in complying with such requirements.
- i) To prepare and submit to the DEPARTMENT on or before the end of the third week in October, January, April and July, quarterly progress reports on each Project undertaken as part of the Program to evaluate the activity progress from the previous quarter, and possible future courses of Projects.
- j) To prepare and submit to the DEPARTMENT a semi-annual evaluation of the TRP on a form developed by both parties, to be completed by the GOVERNMENTAL BODY'S Principal Investigator assigned to each individual Project. The evaluation will include responsiveness of the DEPARTMENT to requests, and timeliness of the information requested. The evaluations will be provided to the DEPARTMENT's Bureau Chief of Materials and Physical Research.
- k) To respond to notification of non-performance and/or non-responsiveness from the DEPARTMENT. The GOVERNMENTAL BODY shall investigate and respond with actions taken to rectify the situation.
- l) To prepare interim and final reports as called for in the Project Work Plan or as may be required by the DEPARTMENT. Providing a final report acceptable to the DEPARTMENT, and the Federal Highway Administration (FHWA) where Federal funds are used, is required for fulfillment of the AGREEMENT. The DEPARTMENT shall submit reports to FHWA, as needed, and obtain acceptance within 45 calendar days. In the event of non-concurrence among the GOVERNMENTAL BODY, the DEPARTMENT, and/or FHWA, the report may be finalized as outlined in Part 4, paragraph F of this Agreement, provided the non-concurrence is set forth in the publication. The GOVERNMENTAL BODY will deliver the requested copies of the report to the DEPARTMENT.
- m) To maintain accounting records and other evidence pertaining to cost for each separate Project, to submit to the DEPARTMENT monthly billings in compliance with DEPARTMENT and FHWA's Federal-aid current billing system requirements for each Project for such disbursements as may be chargeable to the DEPARTMENT under this AGREEMENT, to make the records available for inspection at its office by the DEPARTMENT and FHWA at reasonable times and for a period of three years from the date of final Federal payment to the DEPARTMENT, and to furnish copies on request.
- n) To support by time and attendance and payroll distribution records the charges contained in monthly billings from the GOVERNMENTAL BODY for salaries and wages of individuals other than members of the professional staff.

For members of the professional staff, monthly estimates of the percentage distribution of their total effort may be used as support in the absence of actual time records. The term professional staff includes professors, instructors, research associates and assistants, graduate students, and other persons performing professional work.

o) To create and maintain an inventory record of each item of nonexpendable equipment purchased or built with DEPARTMENT funds. The record for each item shall include the date of purchase, total cost, serial number and model identification, inventory number, and Project number under which the equipment was acquired. Copies of the record shall be furnished to the DEPARTMENT on request. Upon completion of any Project, the DEPARTMENT shall make a decision on retention of equipment. Such notification must be provided within 120 days of completion of the Project.

p) To obtain approval from DEPARTMENT prior to purchasing equipment costing more than \$5,000.00 with DEPARTMENT funds.

q) To prepare and submit to the DEPARTMENT on or before the end of September of each year an annual report of the expenditures, grouped in general categories, from the ICT Project Allowance funds.

## PART 6 COMPENSATION FOR SERVICES

### COMPENSATION

The GOVERNMENTAL BODY will be compensated for the services set forth in Part 5 in an amount not to exceed \$30,386,666. This amount includes funds earmarked for Program Management; Technology Transfer and Editorial Support; Special Projects Engineering Support, Information Technology Support, and Program match. Estimated fiscal year budget costs are shown in the attached Budget (Attachment A). For each individual Project, an estimated Project budget is to be submitted as specified in Part 5. Budget line items can be reallocated within an approved individual Project budget (Attachment B). A change in Principal Investigator/s and/or equipment purchases shall not be made without DEPARTMENT concurrence. Subsequent funding needs for a previously approved individual Project are allowed according to procedures established by the Executive Committee.

**Program Management:** This Agreement shall provide an amount not to exceed \$410,000, \$420,000, \$430,000, \$430,000, and \$430,000, and earmarked for the GOVERNMENTAL BODY, to use in Fiscal Years 2012, 2013, 2014, 2015, and 2016 respectively for Program management and administration as shown on Attachments A and B. The funds used for Program Management are not subject to cost sharing.

**Technology Transfer and Editorial Support:** This Agreement shall provide amounts not to exceed \$280,000, \$320,000, \$360,000, \$400,000, and \$440,000 (including Cost Sharing) annually for Fiscal Years 2012, 2013, 2014, 2015, and 2016 respectively for the GOVERNMENTAL BODY to use for technology transfer and editorial support. Technology transfer includes course development activities and the following items:

*Technical Conference Hosting:* Conference fees may be collected and distributed in accordance with the conference charter. Any excess fees will be distributed according to the charter, or turned over to ICT for future conference commitments.

*Technical Conference Sponsorship:* This covers the technical conference support as approved by the DEPARTMENT.

Editorial support includes technical editing and report production costs, website maintenance, newsletters, and annual reports.

**Special Projects Engineering:** This Agreement shall provide an amount not to exceed \$280,000, \$300,000, \$320,000, \$340,000, and \$360,000 (amount includes Cost Sharing) annually for Fiscal Years 2012, 2013, 2014, 2015, and 2016 respectively for the GOVERNMENTAL BODY to use for ad hoc special Projects and regular studies requiring a high level of technical expertise at a non-academic level.

**Information Technology Support:** This Agreement shall provide an amount not to exceed \$200,000, \$220,000, \$240,000, \$260,000, and \$280,000 (amount includes Cost Sharing) annually for Fiscal Years 2012, 2013, 2014, 2015,

and 2016 respectively for the GOVERNMENTAL BODY to use for Information Technology Support of ad hoc special Projects, regular Projects, and Technology Transfer activities.

The funds provided for Program Management, Technology Transfer and Editorial Support, Special Projects Engineering, and Information Technology Support are not subject to indirect cost charges, but shall be subject to the ICT Project Allowance. If the annual budget need exceeds the funds available for any of these administrative support projects, the GOVERNMENTAL BODY may charge that administrative support project less than the full ICT Project Allowance, at the discretion of the ICT Director, to provide more funds for direct costs.

**Outsourcing Requirements:** The minimum outsourcing contract requirement is as follows: 20% of the contract amount (excluding DEPARTMENT Administrative Support) over \$10,000,000 to be contracted outside the University of Illinois Urbana-Champaign campus to Core Partners (Attachment A). A Core Partner includes, but is not limited to, public and private universities, research institutions and specialty consultant firms. The GOVERNMENTAL BODY will not charge indirect costs to the DEPARTMENT on the outsourced Projects which have been issued to a Core Partner outside the University of Illinois system.

ICT will manage the work and hold all subaward entities accountable for meeting the agreement/contract requirements of the work.

**Cost Sharing Match:** The GOVERNMENTAL BODY shall provide a minimum cost share of 25% Core Partner Cost Share which represents a 25% match of \$28,266,666 as detailed in Attachment A. The GOVERNMENTAL BODY may pass down cost sharing requirements to Core Partners to be used as part of the cost share.

**Invoicing:** The GOVERNMENTAL BODY will submit invoices on a monthly basis.

Federal Fund(s)		\$	%
		\$	%
	Subtotal	\$	
Local Match Provided Through the GOVERNMENTAL BODY		\$	%
	GRAND TOTAL	\$	

**PART 7**

**AGREEMENT AWARD NOTIFICATION**

**REQUIRED FOR ALL PROGRAMS**

Does this program receive Federal funds?     Yes     No

Amount of Federal funds: \_\_\_\_\_

Federal Program/Project Number: \_\_\_\_\_

Name of Program/Project: \_\_\_\_\_

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

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

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

**NOTICE**

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

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

In accordance with OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, such non-federal entities that expend \$500,000 or more in federal awards in a year are required to have a single audit performed in accordance with OMB Circular A-133. The Illinois Department of Transportation (IDOT) is required by federal law to obtain and review the single audit of all entities that had any federally participating funds pass through it, irrespective of the amount provided by IDOT. It is the responsibility of the agencies expending federal funds to comply with the requirements of OMB Circular A-133 and determine whether they are required to have a single audit performed.

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

1. If your agency expended \$500,000 (or the current OMB Circular A-133 qualifying amount) or more in federal awards from all sources, including other agencies, in a year, you are required to have a single

audit performed in accordance with OMB Circular A-133 and submit a copy of the report to the department within the earlier of 30 days after completion of the single audit or no more than nine months after the end of your fiscal year end.

**This is an annual requirement for every year in which you expended funds for this Program.**

2. If your agency did not expend \$500,000 (or the current OMB Circular A-133 qualifying amount) or more in federal awards from all sources, including other agencies, in any fiscal year for which you expended funds for Program costs and were not required to conduct a single audit, you must complete and return the certification statement.

**This is an annual requirement for every year in which you expended funds for this Program.**

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

Please submit a copy of your OMB Circular A-133 single audit or the Single Audit Not Required Certification to:

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

Attn: Sam Frioli

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

1. Comprehensive Annual Financial Report (Financial Statements).
2. Schedule of Expenditures of Federal Awards and Independent Auditor's Report thereon.
3. Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and other matters based on an Audit of Financial Statements performed in accordance with Government Auditing Standards.
4. Independent Auditor's Report on Compliance with Requirements Applicable to each Major Program and on Internal Control over Compliance in accordance with OMB Circular A-133.

Additional information which should be submitted:

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

For your convenience, you may also submit the information via email to Sam Frioli at [Sam.Frioli@illinois.gov](mailto:Sam.Frioli@illinois.gov) or via fax at 217/782-5634. If you have any questions, please contact Sam.Frioli or Lori Beeler at 217/782-6467.

[Type text]

**NOTICE**

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

**SINGLE AUDIT NOT REQUIRED CERTIFICATION**

I certify that \_\_\_\_\_ did not expend \$500,000 or more in federal awards in our fiscal year \_\_\_\_\_ and was not required to have a single audit conducted.

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

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

**Subrecipient Contact Information**

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

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

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

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

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

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

# ATTACHMENT A

## COST SHARING AND OUTSOURCING SUMMARY

Credits	FY2012	FY2013	FY2014	FY2015	FY2016	MULTI-YEAR TOTALS
IDOT Share (Federal SPR)	\$4,100,000	\$4,200,000	\$4,300,000	\$4,300,000	\$4,300,000	\$21,200,000
Cost Share @ 25% of Total Program	\$1,366,667	\$1,400,000	\$1,433,333	\$1,433,333	\$1,433,333	\$7,066,666
<b>Subtotal</b>	<b>\$5,466,667</b>	<b>\$5,600,000</b>	<b>\$5,733,333</b>	<b>\$5,733,333</b>	<b>\$5,733,333</b>	<b>\$28,266,666</b>
IDOT Administrative Support – 100% State Funds (No cost share required)	\$410,000	\$420,000	\$430,000	\$430,000	\$430,000	\$2,120,000
<b>Total Research Program (Direct IDOT Support, Federal SPR, and Cost Share)</b>	<b>\$5,876,667</b>	<b>\$6,020,000</b>	<b>\$6,163,333</b>	<b>\$6,163,333</b>	<b>\$6,163,333</b>	<b>\$30,386,666</b>
<b>Outsourcing Requirements (20% of Program over \$2.0M annually) FY2012 – FY2016</b>						
Total Program Subject to Outsourcing Requirements	\$5,466,667	\$5,600,000	\$5,733,333	\$5,733,333	\$5,733,333	\$28,266,666
Less Outsourcing Exclusion	(\$2,000,000)	(\$2,000,000)	(\$2,000,000)	(\$2,000,000)	(\$2,000,000)	(\$10,000,000)
<b>Program Subject to 20% Outsourcing</b>	<b>\$3,466,667</b>	<b>\$3,600,000</b>	<b>\$3,733,333</b>	<b>\$3,733,333</b>	<b>\$3,733,333</b>	<b>\$18,266,666</b>
<b>Minimum Outsourcing Requirement for FY2012 – FY2016</b>	<b>\$693,333</b>	<b>\$720,000</b>	<b>\$746,667</b>	<b>\$746,667</b>	<b>\$746,666</b>	<b>\$3,653,333</b>

**ATTACHMENT B**

**ICT RESEARCH PROJECT BUDGET  
FY2012 THROUGH FY 2016**

No.	Research Topics	FY12	FY13	FY14	FY15	FY16	Multi Year Totals
R27-44	Technology Transfer and Editorial Support	\$280,000	\$320,000	\$360,000	\$400,000	\$440,000	\$1,800,000
R27-45	Information Technology Support	200,000	220,000	240,000	260,000	280,000	1,200,000
R27-46	Special Projects Engineering	280,000	300,000	320,000	340,000	360,000	1,600,000
R27	Transportation Problems - Funds Committed to Existing Research	4,528,790	2,289,528	628,750	150,000	33,333	7,630,401
R27	Transportation Problems – Unallocated Funds Available for New Research	177,877	2,470,472	4,184,583	4,583,333	4,620,000	16,036,265
<b>Subtotals</b>		<b>\$5,466,667</b>	<b>\$5,600,000</b>	<b>\$5,733,333</b>	<b>\$5,733,333</b>	<b>\$5,733,333</b>	<b>\$28,266,666</b>
R60	ICT Program Management – State Funds Only	410,000	420,000	430,000	430,000	430,000	2,120,000
<b>Totals</b>	<b>Total Research Program</b>	<b>\$5,876,667</b>	<b>\$6,020,000</b>	<b>\$6,163,333</b>	<b>\$6,163,333</b>	<b>\$6,163,333</b>	<b>\$30,386,666</b>

**Funding Sources – FY2012 THROUGH FY2016**

	Funding Source	FY12	FY13	FY14	FY15	FY16	Multi Year Totals
IDOT Share	IDOT Share of Research Program - Federal SPR Funding	\$4,100,000	\$4,200,000	\$4,300,000	\$4,300,000	\$4,300,000	\$21,200,000
Cost Share	Total Core Partner Cost Share	1,366,667	1,400,000	1,433,333	1,433,333	1,433,333	7,066,666
<b>Subtotals</b>		<b>\$5,466,667</b>	<b>\$5,600,000</b>	<b>\$5,733,333</b>	<b>\$5,733,333</b>	<b>\$5,733,333</b>	<b>\$28,266,666</b>
State Funds Only	Direct IDOT Support - 100% State Funds	410,000	420,000	430,000	430,000	430,000	2,120,000
<b>Totals</b>	<b>Total Research Program</b>	<b>\$5,876,667</b>	<b>\$6,020,000</b>	<b>\$6,163,333</b>	<b>\$6,163,333</b>	<b>\$6,163,333</b>	<b>\$30,386,666</b>



# ATTACHMENT C

<b>CERTIFICATE OF COVERAGE</b>			ISSUE DATE(MM/DD/YY):											
<b>THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS</b>			9/3/2010											
c/o University Office of Risk Management 528 E. Green St., Suite 202 Champaign, IL 61820			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES OR SELF INSURANCE LISTED BELOW.											
<b>SOURCES OF COVERAGE</b>														
COVERAGE LETTER	A	UNIVERSITY OF ILLINOIS LIABILITY SELF INSURANCE PLAN												
COVERAGE LETTER	B	LEXINGTON INSURANCE COMPANY												
COVERAGE LETTER	C	STATE OF ILLINOIS AUTO LIABILITY SELF INSURANCE PLAN												
COVERAGE LETTER	D	UNIVERSITY OF ILLINOIS LIABILITY SELF INSURANCE PLAN												
THIS IS TO CERTIFY THAT THE INSURANCE LISTED BELOW HAS BEEN PURCHASED/ESTABLISHED BY THE U OF I BOARD OF TRUSTEES FOR THE PERIODS INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE POLICIES/SELF-INSURANCE DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES OR SELF-INSURANCE PROGRAMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICIES OR SELF-INSURANCE PROGRAMS.														
Co. Letter	TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD	ALL LIMITS IN THOUSANDS										
A	GENERAL LIABILITY OCCURRENCE FORM*	SIP <small>(Self Insurance Plan)</small>	CONTINUOUS	LIMIT OF LIABILITY \$ 5,000										
B	EXCESS GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY OCCURRENCE FORM \$500,000 SIR	15438192	8/30/10 - 11	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="padding: 2px;">GENERAL AGGREGATE</td><td style="padding: 2px;">\$ 5,000</td></tr> <tr><td style="padding: 2px;">PRODUCTS COMP/OPS AGGREGATE</td><td style="padding: 2px;">\$</td></tr> <tr><td style="padding: 2px;">PERSONAL &amp; ADVERTISING INJURY</td><td style="padding: 2px;">\$</td></tr> <tr><td style="padding: 2px;">EACH OCCURRENCE</td><td style="padding: 2px;">\$ 5,000</td></tr> <tr><td style="padding: 2px;">CSL (PER OCCURRENCE)</td><td style="padding: 2px;">\$ 2,000</td></tr> </table>	GENERAL AGGREGATE	\$ 5,000	PRODUCTS COMP/OPS AGGREGATE	\$	PERSONAL & ADVERTISING INJURY	\$	EACH OCCURRENCE	\$ 5,000	CSL (PER OCCURRENCE)	\$ 2,000
GENERAL AGGREGATE	\$ 5,000													
PRODUCTS COMP/OPS AGGREGATE	\$													
PERSONAL & ADVERTISING INJURY	\$													
EACH OCCURRENCE	\$ 5,000													
CSL (PER OCCURRENCE)	\$ 2,000													
C	AUTO LIABILITY ALL OWNED AUTOES HIRED AUTOS NON-OWNED AUTOS	State of Illinois	CONTINUOUS											
D	WORKER'S COMPENSATION & EMPLOYER'S LIABILITY	SIP 001	CONTINUOUS	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="padding: 2px;">ILLINOIS</th> <th style="padding: 2px;">STATUTORY</th> </tr> </thead> <tbody> <tr> <td style="padding: 2px;">\$ EACH ACCIDENT</td> <td style="padding: 2px;">\$ 5,000</td> </tr> <tr> <td style="padding: 2px;">\$ (DISEASE-POLICY LIMIT)</td> <td style="padding: 2px;">\$ 5,000</td> </tr> <tr> <td style="padding: 2px;">\$ (DISEASE-EACH EMPLOYEE)</td> <td style="padding: 2px;">\$ 5,000</td> </tr> </tbody> </table>	ILLINOIS	STATUTORY	\$ EACH ACCIDENT	\$ 5,000	\$ (DISEASE-POLICY LIMIT)	\$ 5,000	\$ (DISEASE-EACH EMPLOYEE)	\$ 5,000		
ILLINOIS	STATUTORY													
\$ EACH ACCIDENT	\$ 5,000													
\$ (DISEASE-POLICY LIMIT)	\$ 5,000													
\$ (DISEASE-EACH EMPLOYEE)	\$ 5,000													
Description of Operations/Locations/Vehicles/Special Items														
<b>CERTIFICATE HOLDER</b>		This certificate has been issued by the University Office of Risk Management of the University of Illinois. If you have any questions, please call (217) 333-3113.												
		Signed Tina D. McEllin Assoc. Director of Risk Management												



# Illinois Department of Transportation

## FIRST AMENDMENT FOR THE AGREEMENT WITH THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS (11-BOB-135) 12-BOB-103

The undersigned DEPARTMENT and GOVERNMENTAL BODY (the PARTIES) agree that the following shall amend the AGREEMENT referenced herein. All terms and conditions set forth in the original agreement, not amended herein, shall remain in full force and effect as written. In the event of conflict, the terms of this amendment shall prevail. This amendment is in the best interest of the State of Illinois and is authorized by law.

- DESCRIPTION OF AGREEMENT:** GOVERNMENTAL BODY's Illinois Center for Transportation (ICT) will provide support for the administration, development, and management of technical studies and research projects for the DEPARTMENT; and will facilitate timely implementation of cost effective technologies that will improve safety and reliability, reduce congestion, improve utilization of infrastructure, and optimize limited resources.
- EFFECTIVE DATE OF AMENDMENT:** AMENDMENT is effective upon execution.
- DESCRIPTION OF AMENDMENT:** This AMENDMENT transfers \$1,000,000 funding from Fiscal Year 2016 to Fiscal Year 2012 of ICT Research Project Budget Item R27-Transportation Problems-Unallocated Funds Available for New Research with corresponding changes as described in detail in Attachment A- Cost Sharing & Outsourcing Summary and in Attachment B- Funding Sources -DEPARTMENT Share of this AMENDMENT. The original AGREEMENT's Attachments A and B are entirely deleted and are replaced with this AMENDMENT's Attachments A and B.
- ATTACHMENTS AND INCORPORATIONS:** Attachments A and B are incorporated herein by reference and made a part hereof this Amendment.

IN WITNESS WHEREOF, the PARTIES have caused this AGREEMENT AMENDMENT to be executed on the dates shown below by representatives authorized to bind the respective PARTIES.

FOR THE GOVERNMENTAL BODY:

  
Signature of Authorized Representative

**Walter K. Knorr, Comptroller**  
Type or Print Name of Authorized Representative

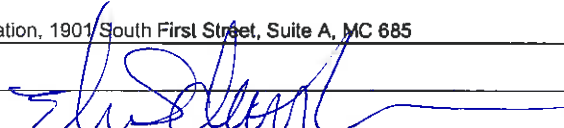
11/30/11  
Date

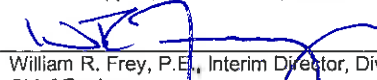
Title of Authorized Representative

Governmental Body
The Board of Trustees of the University of Illinois
Legal Address
c/o Office of Sponsored Programs & Research Administration, 1901 South First Street, Suite A, MC 685
City, State, Zip
Champaign, IL 61820

FOR THE DEPARTMENT:

  
David L. Lippert, Bureau Chief, Materials & Physical Research

  
Ellen Schanzle-Haskins, Chief Counsel  
(Approved as to form)

  
William R. Frey, P.E., Interim Director, Division of Highways,  
Chief Engineer

  
Matthew R. Hughes, Director, Finance & Administration

  
Ann L. Schneider, ~~Acting~~ Secretary of Transportation

12/19/11  
Date

FOR STATE USE ONLY:

ATTACHMENT A (2 pages)

COST SHARING AND OUTSOURCING SUMMARY

	Original Agreement						Amendment One		
	FY2012	FY2013	FY2014	FY2015	FY2016	MULTI-YEAR TOTAL	FY2012 Increased To (+\$)	FY2016 Reduced To (-\$)	MULTI-YEAR TOTAL (Unchanged)
<b>Credits</b>									
IDOT Share (Federal SPR)	\$4,100,000	\$4,200,000	\$4,300,000	\$4,300,000	\$4,300,000	\$21,200,000	\$5,100,000 (+\$1.0M)	\$3,300,000 (-\$1.0M)	\$21,200,000
Cost Share @ 25% of Total Program	\$1,366,667	\$1,400,000	\$1,433,333	\$1,433,333	\$1,433,333	\$7,066,666	\$1,700,000 (+\$.333M)	\$1,100,000 (-\$.333M)	\$7,066,666
Subtotal									
Research Work Program (Includes Cost Share)	\$5,466,667	\$5,600,000	\$5,733,333	\$5,733,333	\$5,733,333	\$28,266,666	\$6,800,000 (+\$1.333M)	\$4,400,000 (-\$1.333M)	\$28,266,666
IDOT Admin Support - 100% State Funds (No cost share required)	\$410,000	\$420,000	\$430,000	\$430,000	\$430,000	\$2,120,000	\$410,000 (+\$0)	\$430,000 (-\$0)	\$2,120,000

Total Research Program (Direct IDOT Support, Federal SPR, and Cost Share)	\$5,876,667	\$6,020,000	\$6,163,333	\$6,163,333	\$6,163,333	\$30,386,666	\$7,210,000 (+\$1.333M)	\$4,830,000 (-\$1.333M)	\$30,386,666
<b>Outsourcing Requirements (20% of Program over \$2.0M annually) FY2012 – FY2016</b>									
Total Program Subject to Outsourcing Requirements	\$5,466,667	\$5,600,000	\$5,733,333	\$5,733,333	\$5,733,333	\$28,266,666	\$6,800,000 (+\$1.333M)	\$4,400,000 (-\$1.333M)	\$28,266,666
Less Outsourcing Exclusion	(\$2,000,000)	(\$2,000,000)	(\$2,000,000)	(\$2,000,000)	(\$2,000,000)	(\$10,000,000)	(\$2,000,000) (+\$0)	(\$2,000,000) (-\$0)	(\$10,000,000)
Program Subject to 20% Outsourcing	\$3,466,667	\$3,600,000	\$3,733,333	\$3,733,333	\$3,733,333	\$18,266,666	\$4,800,000 (+\$1.333M)	\$2,400,000 (-\$1.333M)	\$18,266,666
Minimum Outsourcing Requirement for FY2012 – FY2016	\$693,333	\$720,000	\$746,667	\$746,667	\$746,666	\$3,653,333	\$960,000 (+\$.266M)	\$480,000 (-\$.266M)	\$3,653,333

ATTACHMENT B (2 pages)

ICT RESEARCH PROJECT BUDGET

Credits	Research Topic	Original Agreement						Amendment One		
		FY2012	FY2013	FY2014	FY2015	FY2016	MULTI-YEAR TOTAL	FY2012 Increased To (+\$)	FY2016 Reduced To (-\$)	MULTI-YEAR TOTAL (Unchanged)
R27-44	Technological Transfer & Editorial Supp	\$280,000	\$320,000	\$360,000	\$400,000	\$440,000	\$1,800,000	\$280,000 (+\$0)	\$440,000 (-\$0)	\$1,800,000
R27-45	Info Technology Support	\$200,000	\$220,000	\$240,000	\$260,000	\$280,000	\$1,200,000	\$200,000 (+\$0)	\$280,000 (-\$0)	\$1,200,000
R27-46	Special Project. Engineering	\$280,000	\$300,000	\$320,000	\$340,000	\$360,000	\$1,600,000	\$280,000 (+\$0)	\$360,000 (-\$0)	\$1,600,000
R27	Transportation Problems- Funds Committed to Existing Research	\$4,528,790	\$2,289,528	\$628,750	\$150,000	\$33,333	\$7,630,401	\$4,528,790 (+\$0)	\$33,333 (-\$0)	\$7,630,401
R27	TranspProblems- Unalloc Funds Available for New Research	\$177,877	\$2,470,472	\$4,184,583	\$4,583,333	\$4,620,000	\$16,036,265	\$1,177,877 (+\$1.0M)	\$3,620,000 (-\$1.0M)	\$16,036,265
Subtotal		\$5,466,667	\$5,600,000	\$5,733,333	\$5,733,333	\$5,733,333	\$28,266,666	\$6,466,667 (+\$1.0M)	\$4,733,333 (-\$1.0M)	\$28,266,666

R60	ICT Program Mgt-State Funds Only	\$410,000	\$420,000	\$430,000	\$430,000	\$430,000	\$2,120,000	\$410,000 (+\$0)	\$430,000 (-\$0)	\$2,120,000
Total	Total Research Program	\$5,876,667	\$6,020,000	\$6,163,333	\$6,163,333	\$6,163,333	\$30,386,666	\$6,876,667 (+\$1.0M)	\$5,163,333 (-\$1.0M)	\$30,386,666
<b>Funding Sources ~ FY2012 Through FY2016</b>										
IDOT Share	IDOT Share of Research Program-Federal SPR Funds	\$4,100,000	\$4,200,000	\$4,300,000	\$4,300,000	\$4,300,000	\$21,200,000	\$5,100,000 (+\$1.0M)	\$3,300,000 (-\$1.0M)	\$21,200,000
Cost Share	Total Core Partner Cost Share	\$1,366,667	\$1,400,000	\$1,433,333	\$1,433,333	\$1,433,333	\$7,066,666	\$1,700,000 (+\$0.333M)	\$1,100,000 (-\$0.333M)	\$7,066,666
Subtotal		\$5,466,667	\$5,600,000	\$5,733,333	\$5,733,333	\$5,733,333	\$28,266,666	\$6,800,000 (+\$1.333M)	\$4,400,000 (-\$1.333M)	\$28,266,666
State Funds Only	Direct IDOT Support- 100% State Funds	\$410,000	\$420,000	\$430,000	\$430,000	\$430,000	\$2,120,000	\$410,000 (+\$0)	\$430,000 (-\$0)	\$2,120,000
Total	Total Research Program	\$5,876,667	\$6,020,000	\$6,163,333	\$6,163,333	\$6,163,333	\$30,386,666	\$7,210,000 (+\$1.333M)	\$4,830,000 (-\$1.333M)	\$30,386,666