

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL WORKSHOP
FEBRUARY 12, 2008 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Grant Amendment: Compressed Natural Gas (CNG) Fueling Station Upgrade	✓ Resolution Ordinance Motion Discussion Only	Robin A. Weaver Interim Director of Public Works

SYNOPSIS

A resolution has been prepared to authorize the execution of an amendment to a grant agreement between the Village and the City of Chicago. This amendment, in the amount of \$213,466, will support the installation of an additional compressor motor within the Village's existing CNG fueling station.

STRATEGIC PLAN ALIGNMENT

The Village's Mission Statement includes *Partnering With Others* which means *Working With State, Regional and County Governments on Projects and Issues Related to Downers Grove*.

FISCAL IMPACT

The grant amendment will support 100% of the out-of-pocket project costs. The Village will contribute in-kind assistance valued at \$21,347 of staff time for coordination, oversight and operation of the station.

RECOMMENDATION

Approval on the February 19, 2008 consent agenda.

BACKGROUND

The Village Council approved Resolution 2004-45 on August 3, 2004, which authorized the execution of a grant agreement with the City of Chicago's Department of Environment for the Regional Alternative Fuel Infrastructure Grant Program. This grant agreement included funding in the amount of \$108,191 for the construction of an E85 fueling station at the Village's public works facility. Downers Grove's E85 station was completed in October 2004.

The City of Chicago approached the Village again to inquire if it was interested in developing the alternative fueling programs further by taking advantage of this new funding opportunity.

The addition of a second compressor motor inside the Village's existing CNG fueling station would provide an important level of redundancy in the system. Presently the Village owns 10 dedicated CNG vehicles that use this station with future plans to add more. In addition, other agencies such as the Forest Preserve District of DuPage County use this station under existing intergovernmental agreements to fuel their CNG vehicles.

ATTACHMENTS

Resolution
Grant Amendment

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING EXECUTION OF AMENDMENT ONE TO THE INTERGOVERNMENTAL GRANT AGREEMENT BY AND BETWEEN THE VILLAGE OF DOWNERS GROVE AND THE CITY OF CHICAGO, BY AND THROUGH ITS DEPARTMENT OF ENVIRONMENT

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Amendment (“Amendment One”), between the Village of Downers Grove (the “Village”) and the City of Chicago (“City”), by and through its Department of Environment (“Department”) in an intergovernmental agreement (“Downers Grove IGA”) for the installation of an additional compressor unit for the Village’s alternative fueling station, as set forth in the form of Amendment One submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver Amendment One, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of Amendment One.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk

**Amendment One to the Intergovernmental Grant Agreement
by and between
Village of Downers Grove
and
The City of Chicago, by and through
its Department of Environment**

This Amendment One to the Intergovernmental Grant Agreement (this "**Amendment One**"), is made and entered into as of _____, 2007 by and between the City of Chicago, a municipal corporation and home rule unit of local government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois (the "**City**"), by and through its Department of Environment (the "**Department**"), and the Village of Downers Grove, an Illinois municipal corporation (the "**Sub-Grantee**" and collectively with the City, the "**Parties**", and from time to time, the City and the Sub-Grantee are referred to individually as a "**Party**").

RECITALS:

A. The City and Sub-Grantee entered into an intergovernmental agreement on August 31, 2004 ("Downers Grove IGA") by which Sub-Grantee became a third party beneficiary to an agreement effective as of October 24, 2003 with Gas Technology Institute and the City ("GTI Agreement") which provided for the installation of alternative fueling stations within the Greater Chicago Metropolitan Area.

B. Pursuant to the Downers Grove IGA and the GTI Agreement, Gas Technology Institute, a not for profit corporation, ("GTI") installed an ethanol fueling station at 5101 Walnut Avenue, in Downers Grove, Illinois (the "Property"), utilizing a portion of Congestion Mitigation and Air Quality federal funds (the "**CMAQ Funds**") that were awarded to the City.

C. Sub-Grantee desires to amend the Downers Grove IGA in order to provide for the installation a facility upgrade as further described in Exhibit B-1 attached hereto and incorporated herein by reference on the Property (the "Revised Work") .

D. The City desires to fund a portion of the Revised Work., utilizing reallocated CMAQ funds.

F. The City Council of the City authorized the execution of this Amendment by an ordinance passed on November 22, 2006, and published in the Journal of Proceedings of the City Council of such date at pages 89,892 through 89,902 .

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements set forth herein, the Parties hereto agree to amend the Downers Grove IGA as follows:

AGREEMENT:

ARTICLE ONE: INCORPORATION OF RECITALS

The recitals set forth above are incorporated herein and made a part hereof.

ARTICLE TWO: THE REVISED SCOPE OF WORK AND BUDGET

2.1 The Revised Work to be performed by GTI in connection with the Sub-Grantee is amended to include the Work as stated in Exhibit B-1.

2.2 The revised budget attached hereto as Exhibit C-1 and incorporated herein by reference sets forth the additional amount of CMAQ Funds authorized for the Revised Work (the "CMAQ Contribution", the GTI contribution partially matching the CMAQ Funds (the "GTI Match"), if any, and the contribution, if any, by the Sub-Grantee (the "Sub-Grantee Contribution").

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK AND THE SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Amendment One to Intergovernmental Grant Agreement to be executed and delivered as of the date first above written.

CITY OF CHICAGO, by and through its
Department of Environment

VILLAGE OF DOWNER'S GROVE

By: _____
Name: _____
Title: Commissioner

By: _____
Name: _____
Title: _____

EXHIBIT B-1

Village of Downer's Grove

CNG Upgrade

GTI will provide a natural gas fueling station that will include one (1) compressor unit capable of delivering 5,000 pounds per square inch gauge (psig) natural gas that requires a suction pressure of 5 psig. The unit operates on one (1) 40 horsepower electric motor. The fueling capacity of the new compressor will be designed to provide 50 scfm at 20-psig inlet pressure and 4,500 psig outlet pressure. This equates to approximately 480 equivalent gallons over 20 hours of operation per day. The improvements will be located within the Village of Downers Grove at 5105 Walnut Avenue, or at such other location, as agreed by the parties.

EXHIBIT C-1

Village of Downer's Grove

CNG Upgrade

Cost: The total maximum cost per station is as follows: Work to be performed by G.T.I.:

Fueling Equipment	\$139,569
Engineering	\$37,219
Project Management	\$15,332
TOTAL:	\$192,119
Village of owners Grove (In-Kind)	\$21,347
TOTAL:	\$213,466

Funding: The sources of funding are estimated to be as follows:

C.M.A.Q. (80%)	\$170,773
G.T.I. Funding(cash) (10%)	\$21,347
Village of Downers Grove (in-kind) (10%)	\$21,347
TOTAL:	\$213,466

Amendment Four

This Amendment Four ("Amendment") is effective as of December 31, 2006, by and between the CITY OF CHICAGO, a municipal corporation and home rule unit of local government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois ("City"), at Chicago, Illinois, and GAS TECHNOLOGY INSTITUTE ("Contractor"), an Illinois not-for-profit corporation.

Whereas, the City and Contractor entered into an Agreement dated October 24, 2003 ("Agreement") pursuant to which Contractor would design and install ethanol and compressed natural gas fueling stations within the City and throughout the Chicago metropolitan area;

Whereas, Article 3 of the Agreement allows for a time extension beyond the original July 1, 2004 completion date, provided that all Work under the Agreement is completed by October 31, 2004;

Whereas, Amendment One to the Agreement extended the time for completion to October 31, 2004;

Whereas, Amendment Two to the Agreement extended the time for completion to December 31, 2005;

Whereas, Amendment Three to the Agreement extended the time for completion to December 31, 2006;

Whereas, due to circumstances beyond the parties control, Contractor cannot complete the Work by December 31, 2006;

Whereas, Northbrook, Park Ridge and Winnetka decided not to pursue the installation of the fueling stations and did not sign the Agreement;

Whereas, on November 1, 2006, the City passed an ordinance to extend the time for completion of the Agreement to December 31, 2008; to delete all references in the Agreement, including the Exhibits, to Northbrook, Park Ridge and Winnetka; to add the Forest Preserve District of DuPage County to the Agreement, including the Exhibits; to reallocate the remaining CMAQ funding to new projects for the City, the Village of Downers Grove, the Forest Preserve District of DuPage County, and the University of Illinois at Chicago; and to increase the funding;

Whereas, the City and Contractor desire to enter into this Amendment to do the foregoing; and

Whereas, Article 9 of the Agreement states that to be valid, changes to the Agreement must be in writing and signed by each party to the Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the parties agree as follows:

1. The Agreement is extended to December 31, 2008.
2. All references in the Agreement, including the Exhibits, to Northbrook, Park Ridge and Winnetka are deleted.

3. The Forest Preserve District of DuPage County is added to the Agreement.

4. Article 4, Maximum Compensation and Payment is amended as follows:

"The source of funds for payments to Contractor under this Agreement is fund number 844-72-R300. Contractor's compensation under this Agreement will not exceed \$1,946,022 without an amendment to this Agreement."

5. Exhibit 4, Scope of Services and Schedules of Work and Project Terms and Conditions, of the Agreement is deleted in its entirety and replaced with the attached Exhibit 4, Scope of Services and Schedules of Work and Project Terms and Conditions, of the Agreement.

6. Add the following provision to the Agreement:

INDEMNIFICATION OF CONTRACTOR BY THIRD PARTY BENEFICIARIES

The Third Party Beneficiaries agree to and hereby indemnify, defend and hold Contractor and its Subcontractor and their partners, directors, Management Committee Members, officers, employees, agents and contractors (the "Indemnified Parties") harmless from and against any and all costs losses, expenses, fines, attorneys' fees, settlements, judgments, claims of any kind, including but not limited to liability for injury to persons or damage to property, that is incurred by the Indemnified Parties in relation to this Agreement and that arose out of the negligence or intentional wrongdoing of the Third Party Beneficiaries or their officers, employees, agents or contractors.

7. Exhibit 5, Compensation, is deleted in its entirety and replaced with the attached Exhibit 5, Compensation.

8. The attached Exhibit 12, Illinois Department of Transportation Grant Agreement ("Grant Agreement") and First, Second and Third Amendments for the Congestion Mitigation and Air Quality Funded Grant with the City of Chicago, is incorporated into the Agreement by this reference as if fully set forth in the Agreement. Notwithstanding anything in the Agreement to the contrary, Contractor is subject to and must conform with all of the terms and conditions of the Grant Agreement as required by the Grant Agreement. In the event of any conflict or inconsistency between the terms and conditions set forth in the Agreement and the terms and conditions set forth in the Grant Agreement, the terms and conditions in the Grant Agreement take precedence over the terms and conditions in the Agreement, except to the extent that the Agreement contains terms and conditions more favorable to the City, State of Illinois or federal government or onerous to Contractor. Contractor must not by action or omission cause the City to be in breach of the Grant Agreement.

The terms of the Agreement remain in full force and effect except as modified in this Amendment.

[Signature Page and Exhibit follows]

SIGNED IN COUNTERPARTS at Chicago, Illinois:

CITY OF CHICAGO

By: _____

Date: _____

**Sadhu Johnston
Commissioner
Department of Environment**

By: _____

Date: _____

**Howard Henneman
Commissioner
Department of Fleet Management**

VILLAGE OF DOWNERS' GROVE

By: _____

Its: _____

GAS TECHNOLOGY INSTITUTE

By: [Signature]

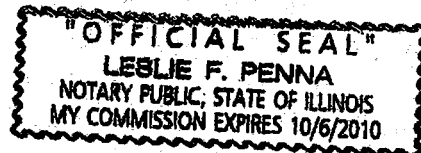
Its: Secretary + General Counsel

Attest: [Signature]

**GARDNER C. HODGE JR
MANAGER
CONTRACT SERVICES**

State of Illinois

County of Cook



This instrument was acknowledged before me on 1/24/07 (date) by Paul Chromek
(name/s of person/s) as Officer (type of authority, e.g., officer, trustee,
etc.) of Gas Technology Institute. (name of party on behalf of whom
instrument was executed).

[Signature]
(Signature of Notary Public)

EXHIBIT 4

Scope of Services and Schedules of Work And Project Terms and Conditions

INDEMNIFICATION OF GTI BY THIRD PARTY BENEFICIARIES

The Third Party Beneficiaries agree to and hereby indemnify, defend and hold GTI and its subcontractor and their partners, directors, Management Committee Members, officers, employees, agents and contractors (the "Indemnified Parties") harmless from and against any and all costs losses, expenses, fines, attorneys' fees, settlements, judgments, claims of any kind, including but not limited to liability for injury to persons or damage to property, that is incurred by the Indemnified Parties in relation to this Agreement and that arose out of the negligence or intentional wrongdoing of the Third Party Beneficiaries or their officers, employees, agents or contractors.

EXHIBIT 4

**City of Chicago
65th and State Street**

Scope of Work

The scope of work will include the following specific tasks:

Project Management

GTI will provide monthly status reports and any required reporting to the City of Chicago per the CMAQ grant requirements.

Procurement, Testing, and Delivery

GTI will provide the following equipment, referred to in this Agreement as "Fueling Station Equipment". GTI will supervise the manufacturing and testing of the fueling station equipment to ensure trouble-free performance. A comprehensive shop-testing program will be performed and witnessed on each unit, prior to delivery to the field. GTI will use manufacturers and packagers with a proven record in the industry.

Fueling Station Equipment, Location and Installation

Equipment

The attached table; Equipment Specifications, describes the fueling equipment being provided by GTI and its performance specifications. GTI will provide a natural gas fueling station that will include one (1) compressor unit capable of delivering 4,500 pounds per square inch gauge (psig) natural gas that requires a suction pressure of 5 to 20 psig. The unit operates with one (1) Tecodrive natural gas engine. The fueling capacity of the station will be designed to provide 32 standard cubic feet per minute (scfm) at 5 psig inlet pressure and up to 50 scfm at 20 psig inlet pressure, this relates to approximately 500 equivalent gallons over 20 hours of operation per day.

The facility will be equipped with a three-bank cascade storage system with the capacity to store approximately 15,000 scf of CNG. One (1) CNG dispenser, complete with one fill hose and NGV-1 fill nozzle, and will be available to fast fill vehicles with a 3,600 psig operating pressure. A gas dryer will also be included to insure high quality gas is delivered to storage and vehicles. All compressors and controls will be self-contained in a secure weatherproof enclosure, with access panels and a man-door. This equipment will be designed in accordance with the latest edition of NFPA 52 Standard for Compressed Natural Gas Vehicular Fuel Systems.

Location

The fuel station will be installed at the City of Chicago, 65th and South State Street, Chicago, IL.

Installation

GTI will provide material and labor for the installation of the CNG station as detailed below:

EXHIBIT 4

User Training – GTI will assist in developing a host facility personnel training program on the use of the NGV facility, including safety education. This training is intended for the vehicle operators and users of the fueling station. GTI will provide up to three (3) on-site group-training sessions to users at mutually agreed upon times. These sessions will address the safety characteristics of NGV's, the safety characteristics of the fuel, the proper fueling procedure, and the station's emergency shutdown system. In addition, GTI will provide assistance, in the form of a training outline and safety documentation, for the owner's used with future user training needs.

Coordination of Service, Maintenance, and Emergency Backup Supply

GTI will establish qualified local service providers for 24-hour response for maintenance and repair work activities. A list of "key contact" personnel and service provider's names and numbers will be supplied to the owner upon start-up. Service providers listed will have received technical training prior to start-up. A monthly routine inspection program along with 24-hour call-out service is recommended. The station design will incorporate provisions for the connection and operation of emergency backup equipment, available locally.

EXHIBIT 4

**City of Chicago
38th and Iron St.**

Scope of Work

The scope of work will include the following specific tasks:

Project Management

GTI will provide monthly status reports and any required reporting to the City of Chicago per the CMAQ grant requirements.

Procurement, Testing, and Delivery

GTI will provide the following equipment, referred to in this Agreement as "Fueling Station Equipment". GTI will supervise the manufacturing and testing of the fueling station equipment to ensure trouble-free performance. A comprehensive shop-testing program will be performed and witnessed on each unit, prior to delivery to the field. GTI will use manufacturers and packagers with a proven record in the industry.

Fueling Station Equipment, Location and Installation

Equipment

The attached table, Equipment Specifications, describes the fueling equipment being provided by GTI and its performance specifications. GTI will provide a natural gas fueling station that will include one (1) compressor unit capable of delivering 4,500 pounds per square inch gauge (psig) natural gas that requires a suction pressure of 5 to 20 psig. The unit operates with one (1) Cummins natural gas engine. The fueling capacity of the station will be designed to provide 50 standard cubic feet per minute (scfm) at 6 psig inlet pressure and up to 75 scfm at 13 psig inlet pressure, this relates to approximately 725 equivalent gallons over 20 hours of operation per day.

The facility will be equipped with a three-bank cascade storage system with the capacity to store approximately 30,000 scf of CNG. One (1) CNG dispenser, complete with two fill hoses and NGV-1 fill nozzles, and will be available to fast fill vehicles with a 3,000 or 3,600 psig operating pressure. A gas dryer will also be included to insure high quality gas is delivered to storage and vehicles. All compressors and controls will be self-contained in a secure weatherproof enclosure, with access panels and a man-door. This equipment will be designed in accordance with the latest edition of NFPA 52 Standard for Compressed Natural Gas Vehicular Fuel Systems.

EXHIBIT 4

Operator Training – GTI will provide training to the operators on the theory of operation and the proper care and maintenance of the facility. This training will be conducted on-site at a mutually agreed upon time and date. Training will consist of one (1) hour to review the equipment owner's manuals followed by up to (3) three hours of orientation at the station equipment. This training is intended for the on-site personnel responsible for daily checks on the station and those needing to be familiar with the start/stop and reset procedures.

User Training – GTI will assist in developing a host facility personnel training program on the use of the NGV facility, including safety education. This training is intended for the vehicle operators and users of the fueling station. GTI will provide up to three (3) on-site group-training sessions to users at mutually agreed upon times. These sessions will address the safety characteristics of NGV's, the safety characteristics of the fuel, the proper fueling procedure, and the station's emergency shutdown system. In addition, GTI will provide assistance, in the form of a training outline and safety documentation, for the owner's used with future user training needs.

Coordination of Service, Maintenance, and Emergency Backup Supply

GTI will establish qualified local service providers for 24-hour response for maintenance and repair work activities. A list of "key contact" personnel and service provider's names and numbers will be supplied to the owner upon start-up. Service providers listed will have received technical training prior to start-up. A monthly routine inspection program along with 24-hour call-out service is recommended. The station design will incorporate provisions for the connection and operation of emergency backup equipment, available locally.

EXHIBIT 4

City of Chicago

Ferdinand and Tripp

Scope of Work

The Scope of Work will include the following specific tasks:

Project Management

GTI will provide monthly status reports and any required reporting to the City of Chicago per the CMAQ grant requirements.

Procurement, Testing, and Delivery

GTI will provide the following equipment, referred to in this Agreement as "Fueling Station Equipment". GTI will use manufacturers and packagers with a proven record in the industry.

Fueling Station Equipment, Location and Installation

Equipment

The attached table Equipment Specifications, describes the fueling equipment being provided by GTI and its performance specifications. GTI will provide an E85 fueling station that will include one (1) 1,000-gallon above ground ethanol storage tank. The facility will include a single hose, E85 compatible dispenser capable of delivering approximately 18 gallons per minute of Ethanol.

All components and controls will be self-contained and include an integral 7-gallon spill containment filling box, standard atmospheric and emergency venting, mechanical liquid level gauge, cylindrical vessel and anti-siphon valve.

Location

The fuel station will be installed at Ferdinand and Tripp Streets, Chicago, Illinois.

Installation

GTI will provide material and labor for the installation of the E85 Ethanol station as detailed below:

1. Obtain State permit from OSFM and arrange for representative of OSFM for a final site inspection, for the tank system installation.
2. Excavate, form and pour a concrete pad 10' x 10' x 10" to support the E85 Ethanol station and dispenser.
3. Install up to 4 crash protection bollards in a concrete pad.
4. Removal of clean dirt spoils from the site
5. Furnish the tank delivery, offloading and setting in place, with a crane
6. Test tank integrity prior to installation
7. Furnish and install emergency shut off switch on gas shack
8. Furnish and install above ground product piping (black steel) to the dispenser (installed at the end of the skid)

EXHIBIT 4

Coordination of Service and Maintenance

GTI will provide a list of "key contact" personnel and service provider's names and numbers.

Equipment Specifications

Component	Identifier		
Assembly	E85 Tank	Fireguard AST	
	Total Capacity	1,000 gallons E85 Ethanol	
	Safety Equipment		Standard venting
			7-gallon spill bucket
			4" Emergency Vent
			6" Emergency Vent
	Gauges	Mechanical Liquid Level	
	Valves	Anti Siphon Valve	
Dispenser	Number of Fuels	1	
	Number of Hoses	1	
	Manufacturer	Gasboy® or Bennett® or approved equal	
	Horsepower	1/3HP	
	Power Source	120 Volt	
	Flow	Approximately 18 GPM	
Concrete Pad	Dimensions	Approximately 10' x 10' x 10" thick	
Protection	6" diameter bollards	4	
Other	Manuals	2	

EXHIBIT 4

- Mechanical liquid level gauge
 - Cylindrical vessel
 - Anti-siphon valve
 - Above ground galvanized steel vent pipe, 12' above tank
9. Furnish and Install one (side mount) Gasboy® E-85, or approved equal, compatible single hose dispensing pump with 10:1 pulsar, E-85 hose and whip
 10. Electrical above ground, up to 20 feet from the tank to the near wall of the gas house.

City of Chicago will Provide;

The City of Chicago will provide the following materials, utilities and/or services that are necessary to the installation of the facility, prior to the start of the facility construction by GTI:

1. 120 Volt AC, 1 Phase, 20 Amp circuits from the existing service to a fused disconnect switch within 20 feet of the Ethanol Pad
2. All required permits to construct, install and operate the fueling station at the site. GTI will provide the necessary drawings and equipment specifications for the permitting process.
3. Access to the site for installation of the E85 equipment and dispenser.
4. A suitable level concrete pad surface to set the equipment, approximately 10' x 10' of clear space.
5. Fuel Management system, such as their existing TRAK Engineering, Inc. Sentry V, if desired.
6. Outside light
7. Inside electrical to nearest point of wall to the tank
8. Hookup to existing Ronan® Series X76ETM-4X tank gauging system, if desired.
9. Provide a clean, open and secure space to store equipment, supplies and vehicle parking 24-7, if necessary.

Start-up and Training

Start-up will consist of a post installation performance test to ensure the equipment meets the design specifications listed in the attached table, Equipment Specifications.

Operator Training – GTI will provide training to the operators on the proper care and maintenance of the facility. The training will be conducted on-site at a mutually agreed upon time and date. Training will consist of one (1) hour to review the owner's manuals and is intended for on-site personnel responsible for daily checks on the refueling equipment and those needing to be familiar with the start/stop and reset procedures.

User Training – GTI will assist in developing a host facility personnel-training program on the use of the E85 Ethanol facility, including safety education. This training is intended for the vehicle operators and users of the fueling station. GTI will provide one (1) on-site group-training session to users at a mutually agreed upon time. This session will address the safety characteristics of E85, the proper fueling procedure, and the station's emergency shutdown system. In addition, GTI will provide assistance, in the form of a training outline and safety documentation, for the owner's use with future training needs.

EXHIBIT 4

City of Chicago 103rd and Stoney Island

Scope of Work

The Scope of Work will include the following specific tasks:

Project Management

GTI will provide monthly status reports and any required reporting to the City of Chicago per the CMAQ grant requirements.

Procurement, Testing, and Delivery

GTI will provide the following equipment, referred to in this Agreement as "Fueling Station Equipment". GTI will use manufacturers and packagers with a proven record in the industry.

Fueling Station Equipment, Location and Installation

Equipment

The attached table, Equipment Specifications, describes the fueling equipment being provided by GTI and its performance specifications. GTI will provide an E85 fueling station that will include one (1) 1,000-gallon ethanol tank. The facility will include a single hose, E85 compatible dispenser capable of delivering approximately 18 gallons per minute of Ethanol.

All components and controls will be self-contained and include an integral 7-gallon spill containment filling box, standard atmospheric and emergency venting, mechanical liquid level gauge, cylindrical vessel and anti-siphon valve.

Location

The fuel station will be installed at 10101 S. Stoney Island Ave, Chicago, IL 60617.

Installation

GTI will provide material and labor for the installation of the E85 Ethanol station as detailed below:

1. Obtain State permit from OSFM and arrange for representative of OSFM for a final site inspection, for the tank system installation.
2. Install up to six (6) crash protection bollards curbside, by anchoring method.
3. Removal of clean dirt spoils from the site
4. Furnish the tank delivery, offloading and setting in place, with a crane
5. Test tank integrity prior to installation
6. Furnish and install emergency shut off switch.
7. Furnish and install above ground product piping (black steel) to the dispenser (installed at the end of the tank)
8. Furnish and install one UL Listed Fireguard® double wall AST for E-85 with:
 - Integral 7-gallon spill containment filling box
 - Standard atmospheric and emergency venting

EXHIBIT 4

form of a training outline and safety documentation, for the owner's use with future training needs.

Coordination of Service and Maintenance

GTI will provide a list of "key contact" personnel and service provider's names and numbers.

Equipment Specifications

Component	Identifier	
Assembly	E85 Tank	Fireguard AST
	Total Capacity	1,000 gallons E85 Ethanol
	Safety Equipment	Standard venting
		7-gallon spill bucket
		4" Emergency Vent
		6" Emergency Vent
	Gauges	Mechanical Liquid Level
	Valves	Anti Siphon Valve
Dispenser	Number of Fuels	1
	Number of Hoses	1
	Manufacturer	Gasboy® or Bennett® or approved equal
	Horsepower	1/3 HP
	Power Source	120 Volt
	Flow	Approximately 18 GPM
Protection	6" diameter bollards	Up to 6
Other	Manuals	2

EXHIBIT 4

UIC will Provide:

UIC will provide the following materials, utilities and/or services that are necessary to the installation of the facility, prior to the start of the facility construction by GTI:

1. One (1) 460 Volt AC, 3 Phase, 100 Amp circuit and breaker at the fence adjacent to the current compressor's 460 Volt, AC, 3 Phase, 100 Amp service.
2. All required permits to construct, install and operate the fueling station addition at the site. GTI will supply the necessary drawings and equipment specifications for the permitting process, if required.
3. Access to the site for installation of the compressor unit, gas piping, electrical improvements, and dispenser as described herein.
4. Space to install the additional CNG storage vessels at the site.
5. UIC will ensure that adequate gas pressure, at least 5 psi, is available the compressor site to operate the second compressor unit.
6. Provide and install guardrail for protection around the front of the station.

Start-up and Training

Start-up will consist of a post installation performance test to ensure the equipment meets the design specifications listed in the attached table, Equipment Specifications. Data of baseline operating parameters and equipment performance will be collected and documentation provided. Log sheets for use in continued collection of useful comparison data will be provided at start-up.

Operator Training – GTI will provide training to the operators on the theory of operation and the proper care and maintenance of the facility. This training will be conducted on-site at a mutually agreed upon time and date. Training will consist of one (1) hour to review the equipment owner's manuals followed by three (3) hours of orientation at the station equipment. This training is intended for the on-site personnel responsible for daily checks on the station and those needing to be familiar with the start/stop and reset procedures.

User Training – GTI will assist in developing a host facility personnel-training program on the use of the NGV facility, including safety education. This training is intended for the vehicle operators and users of the fueling station. GTI will provide three (3) on-site group-training sessions to users at mutually agreed upon times. These sessions will address the safety characteristics of NGV's, the safety characteristics of the fuel, the proper fueling procedure, and the station's emergency shutdown system. In addition, GTI will provide assistance, in the form of a training outline and safety documentation, for the owner's use with future user training needs.

Coordination of Service, Maintenance, and Emergency Backup Supply

GTI will establish qualified local service providers for 24-hour response for maintenance and repair work activities. A list of "key contact" personnel and service provider's names

EXHIBIT 4

University of Illinois Chicago CNG Dispenser

Scope of Work

The Scope of work will include the following specific tasks:

Project Management

GTI will provide monthly status reports and any required reporting to the City of Chicago per the CMAQ grant requirements.

Procurement, Testing and Delivery

GTI will provide the following equipment, referred to in this Agreement as "Fueling Station Dispenser". GTI will supervise the manufacturing and testing of the dispenser to ensure trouble-free performance. GTI will use manufacturers and packagers with a proven record in the industry.

Equipment

The attached table, Equipment Specifications, describes the dispensing equipment being provided by GTI and its performance specifications, replacing an existing CNG dispenser on site. GTI will provide a new style ANGI/GTI Series CNG dispenser, which has internal electronic sequencing and electronic temperature compensation. This dispenser is provided in a high hose cabinet. Each hose is capable of independently providing gas to a vehicle. The nozzles on the hoses are NGV1 Type 2 one for 3,600 psig and one for 3,000 psig. Both hoses have a breakaway connection, to allow the hose to disconnect if there is a drive-away. The existing CNG dispenser at UIC, 1300 S. Morgan Street, Chicago, IL will be removed and replaced with the new ANGI Series Model II CNG dispenser.

Installation

GTI will provide the material and labor to remove the existing CNG dispenser and install the new ANGI Model II dispenser as detailed below:

1. All natural gas and electrical connections using existing conduits, piping and wiring, necessary for the installation of the CNG dispenser, except as noted under the UIC responsibilities.
2. Delivery, offloading and set-up of the equipment.

UIC will provide:

1. Provide access to useable 120 Volt AC, Single Phase, 20 Amp circuits should the current circuits not be adequate
2. All required site information needed to obtain permits to construct, install and operate the CNG dispenser at this site.
3. Provide materials and labor required to network proposed dispenser with the third party data collection, bill, and access system. Provide the necessary electrical power supplies to the dispenser.
4. Access to the site for installation of the dispenser described herein
5. Space to install the CNG dispenser.

EXHIBIT 4

Equipment Specification

Dispenser	Number dispensers	1
	Make/Model	ANGI
	Number hoses per dispenser	2
	Maximum flow rate	>1000 scfm
	Number displays per hose	2
	Display units	Total, Unit price,
		Percentage Fill
	Totalizers	Yes
	Maximum operating pressure	4500 psi
	Meter accuracy	0.5
	Meter manufacturer	Micromotion
	Meter model number	CNG-50
	Cabinet type	High hose
	Pressure Indication	Yes
	Temperature compensation	Yes
	Heat of compression	Yes
	Over pressure protection valve	Yes
Hose breakaway protection	Yes	

EXHIBIT 4

- Standard atmospheric and emergency venting
 - Mechanical liquid level gauge
 - Cylindrical vessel
 - Anti-siphon valve
 - Above ground galvanized steel vent pipe, 12' above grade
9. Furnish and Install one Gasboy®, or approved equal, E-85 compatible single hose dispensing pump with 10:1 pulsar, E-85 hose, whip, breakaway and nickel nozzle.
 10. Above ground piping to dispenser including anti-siphon valve
 11. All electrical connections at the fueling island

City of Aurora will Provide;

The City of Aurora will provide the following materials, utilities and/or services that are necessary to the installation of the facility, prior to the start of the facility construction by GTI:

1. One (1) 120 Volt AC, 1 Phase, 20 Amp circuit from the existing service to a fused disconnect switch to the Ethanol Pad
2. All required local and county permits to construct, install and operate the fueling station at the site. GTI will provide the necessary drawings and equipment specifications for the permitting process.
3. Access to the site for installation of the E85 equipment and dispenser
4. Fuel Management system, (PetroVend Link) connections
5. Hookup to existing PetroVend fuel management system.
6. A "Spill Prevention, Control and Countermeasure Plan" required by 40CFR112 for sites where more than 1320 gallons of oil are stored aboveground.

Start-up and Training

Start-up will consist of a post installation performance test to ensure the equipment meets the design specifications listed in the attached table, Equipment Specifications.

Operator Training – GTI will provide training to the operators on the proper care and maintenance of the facility. The training will be conducted on-site at a mutually agreed upon time and date. Training will consist of one (1) hour to review the owner's manuals and is intended for on-site personnel responsible for daily checks on the refueling equipment and those needing to be familiar with the start/stop and reset procedures.

User Training – GTI will assist in developing a host facility personnel-training program on the use of the E85 Ethanol facility, including safety education. This training is intended for the vehicle operators and users of the fueling station. GTI will provide one (1) on-site group-training session to users at a mutually agreed upon time. This session will address the safety characteristics of E85, the proper fueling procedure, and the station's emergency shutdown system. In addition, GTI will provide assistance, in the form of a training outline and safety documentation, for the owner's use with future training needs.

EXHIBIT 4

Village of Downers Grove E-85

Scope of Work

The Scope of Work will include the following specific tasks:

Project Management

GTI will provide monthly status reports and any required reporting to the City of Chicago per the CMAQ grant requirements.

Procurement, Testing, and Delivery

GTI will provide the following equipment, referred to in this Agreement as "Fueling Station Equipment". GTI will use manufacturers and packagers with a proven record in the industry.

Fueling Station Equipment, Location and Installation

Equipment

The attached table, Equipment Specifications, describes the fueling equipment being provided by GTI and its performance specifications. GTI will provide an E85 fueling station that will include one (1) 6,000-gallon UST for ethanol. The facility will include a double hose, E85 compatible dispenser capable of delivering approximately 18 gallons per minute of Ethanol.

Location

The fuel station will be installed at Village of Downers Grove, 5101 Walnut Avenue, Downers Grove, IL 60515.

Installation

GTI will provide material and labor for the installation of the E85 Ethanol station as detailed below:

1. Obtain State permit from the OSFM and arrange for representative of OSFM to be on site for the tank installation
2. Excavate up to 1:1 sloped tank pit.
3. Removal of clean dirt spoils from site up to 20 truckloads
4. Furnish and install two concrete dead men for anchoring the tank
5. Furnish and install one Glassteel II® double wall UST compatible with E-85.
6. Install the following E-85 compatible tank accessories
 - One 5 gallon, EBW spill container
 - One OPW 61SOC Auto Limiter co-axial overfill prevention valve, cap and adapter
 - F.E. Petro or Red Jacket ¾ hp. Sub pump
 - Two 18" manholes
 - One 36" manhole
 - All necessary risers and manholes
7. Test tank integrity above ground prior to installation

EXHIBIT 4

User Training – GTI will assist in developing a host facility personnel-training program on the use of the E85 Ethanol facility, including safety education. This training is intended for the vehicle operators and users of the fueling station. GTI will provide one (1) on-site group-training session to users at a mutually agreed upon time. This session will address the safety characteristics of E85, the proper fueling procedure, and the station's emergency shutdown system. In addition, GTI will provide assistance, in the form of a training outline and safety documentation, for the owner's use with future training needs.

Coordination of Service and Maintenance

GTI will provide a list of "key contact" personnel and service provider's names and numbers.

EXHIBIT 4

Village of Downers Grove CNG Upgrade

Scope of Work

The scope of work will include the following specific tasks:

Project Management

GTI will provide monthly status reports and any required reporting to the City of Chicago per the CMAQ grant requirements.

Procurement, Testing and Delivery

GTI will provide the following equipment, referred to in this Agreement as "Fueling Station Equipment". GTI will supervise the manufacturing and testing of the fueling station equipment to ensure trouble-free performance. GTI will use manufacturers and packagers with a proven record in the industry.

Fueling Station Equipment, Location and Installation

Equipment

The attached table, Equipment Specifications, describes the fueling equipment being provided by GTI and its performance specifications, adding to the existing CNG station on site. GTI will provide natural gas fueling station equipment that will include one (1) compressor unit capable of delivering 5,000 pounds per square inch gauge (psig) natural gas that requires a suction pressure of 5 psig. The unit operates on one (1) 40 horsepower electric motor. The fueling capacity of the new compressor will be designed to provide 50 scfm at 20 psig inlet pressure and 4,500 psig outlet pressure. This equates to approximately 480 equivalent gallons over 20 hours of operation per day.

Location

The fuel station will be installed at the Village of Downers Grove, 5101 Walnut Avenue, Downers Grove, IL 60515.

Installation

GTI will provide material and labor for the installation of the additional CNG station equipment as detailed below:

1. All natural gas and electric piping, fittings and other components necessary for the installation of the additional CNG station equipment in the existing CNG enclosure.
2. Install supplied compressor, electric drive, controls and devices at the existing Downers Grove site and in the existing CNG compressor enclosure.

EXHIBIT 4

Equipment Specifications

Component	Identifier	
Assembly	Suction Pressure	5 psig
	Discharge Pressure	4500 psig
	Number of Compressors	1
	Individual Capacity	32 scfm
	Total Station Capacity	32 scfm
Compressor	Number of stages	4
	Manufacturer	RIX
	Model	4X
	Type	Electric Motor
	Power Source	460 Volt, 3 Phase
	Cylinder Lubrication	Non-Lube
	Manufacturer	US Motor or equivalent
	Horsepower	25 HP
	Nominal Speed (motor)	1800 rpm
Skid (with enclosure)	Length	20', Existing
	Width	8'6"
Other	Manuals	2 Included

EXHIBIT 4

Installation

GTI will provide material and labor for the installation of the CNG station as detailed below;

- A. Excavate, frame and pour one (1) 28 foot by 24 foot reinforced concrete pad 12 inches thick with #5 rebar, 12" on center each way, to anchor compressor and storage skid assembly. Provide and install up to eight (8) 6", Schedule 40 steel, cement filled, bollards for protection around concrete pad. All spoilage shall be hauled away and disposed of properly as directed by DFS representative.
- B. Excavate, install DFS provided island frame and dispenser pit frames, and pour one (1) 4 foot by 20 foot concrete island 12" thick to anchor the dispensers and card reader pedestals. Provide four (4) 6" Schedule 40, steel pipe, cement filled bollards, for protection
- C. Supervise delivery, offloading and set-up of the fueling station equipment. Provide labor and supervision to unload, uncrate, set one (1) compressor, one (1) dispenser and one (1) storage cascade assembly in place, and anchor the skids (DFS to supply all lifting equipment, blocking, spreader bars, cables and straps required for off-loading). DFS to supply anchor bolts as described (size, type and count) per specifications.
- D. Provide material and labor to install inlet gas piping (from the outlet of the proposed NICOR meter set, located at the new compressor pad, as designed) to the inlet of the compressor. Inlet piping will consist of 2 inch diameter grade B bare steel pipe with welded joints and fittings. Materials will include: The flange by flange flex connectors for final tie in to the compressor, and the 2 inch inlet check valve. All other inlet gas piping, fittings, valves, anchors and supports will be the responsibility of DFS. Inlet natural gas line is to be pressure tested, by DFS, to accommodate the supplied inlet pressures.
- E. Provide the materials and labor to install four (4) ½ inch diameter high pressure stainless steel tubing lines from the CNG storage vessels to the dispenser pit. Lines will be routed through one (1) 6 inch PVC sleeve under the driveway area. DFS to supply all necessary fittings, tools, anchors and supports including the stainless steel tubing and the quarter turn ball valves.
- F. Provide materials (including rigid stainless steel tubing, fittings, tools, anchors and supports) and labor to install three (3) ½ inch diameter high pressure rigid stainless steel tubing lines from the compressor enclosure to the storage cascade assembly on the equipment pad. All necessary fittings and lines can be surface mounted along the entire route, no excavation required. Anchor and support as required and protect surface mounted lines as required.
- G. Uncrate, anchor and install one (1) dual hose dispenser. DFS to install three (3) quarter turn shut-off valves on supply lines at connection points in the dispenser pit and connect fill hoses and break-a-ways to the dispenser.
- H. Make all necessary field piping and tubing connections between inlet gas piping and the compressor skid as well as dispenser, storage vessels and leak test all field piping and tubing with natural gas or inert gas at operating pressures or test pressures as indicated.

EXHIBIT 4

Forest Preserve District of DuPage County will provide the following materials, utilities and/or services that are necessary to the installation of the facility, prior to the start of the facility construction by GTI:

- A. Provide all engineering, drawings and site work
- B. Contact and arrange through NICOR Gas to acquire natural gas service and meter to supply adequate gas volume and pressure to the compressor pad, as designed, to supply the compressor station.
- C. All site work required to prepare for the concrete pad installation
- D. All natural gas and electric piping, fittings and other components necessary for the installation of the CNG equipment, except as noted under GTI responsibilities.
- E. All required site information needed to obtain permits to construct, install and operate the Fueling Station at this site.
- F. All required permits.
- G. Provide materials and labor required to network proposed dispenser and card reader with third party data collection, billing, and access. Provide the necessary electrical power supplies for the compressor, dispenser and card reader.
- H. Access to the site for installation of the compressor unit, gas piping, electrical improvements, and dispenser herein.
- I. Space to install station equipment.

Start up and training

Start-up will consist of a post installation performance test to ensure the equipment meets the design specifications listed in Exhibit B, Equipment Specifications. Data of baseline operating parameters and equipment performance will be collected and documentation provided. Log sheets for use in continued collection of useful comparison data will be provided at start-up.

Operator Training

GTI will provide training to the operators on the theory of operation and the proper care and maintenance of the facility. This training will consist of one (1) hour to review the equipment owner's manuals followed by up to (3) three hours of orientation at the station equipment. This training is intended for the on-site personnel responsible for daily checks on the station and those needing to be familiar with the start/stop and reset procedures.

User Training

- A. GTI will assist in developing a host facility personnel training program on the use of the NGV facility, including safety education. This training

EXHIBIT 5

Compensation

Exhibit 5 Payment Schedule

A		B	C	D	E	F	G	H
Station Description	Funding	Agreement Executed 50%	Hardware to Station Packager * 20%	Equipment To Site 15%	Install Complete 10%	Training Complete 5%	Payments 100%	City Totals
City	Location	Fuel						City Totals

Chicago	65th & South State 38th & Iron	CNG CNG	\$ 303,156	\$ 151,578	\$ 60,631	\$ 45,473	\$ 30,316	\$ 15,158	\$ 303,156
	Sunnydale & Lemmon	E-85 above-grd	\$ 39,717	\$ 19,859	\$ 7,943	\$ 5,958	\$ 3,972	\$ 1,986	\$ 39,717
	103rd & Stony Island	E-85 above-grd	\$ 39,717	\$ 19,859	\$ 7,943	\$ 5,958	\$ 3,972	\$ 1,986	\$ 39,717
									788,820

UIC	UIC, 1300 S. Morgan	CNG Upgrade	\$ 169,505	\$ 84,753	\$ 33,901	\$ 25,426	\$ 16,951	\$ 8,475	\$ 169,505
	1300 S. Morgan	CNG Dispenser	\$ 46,291	\$ 23,146	\$ 9,258	\$ 6,944	\$ 4,629	\$ 2,315	\$ 46,291
									215,796

Aurora	720 N. Broadway	E-85 above-grd	\$ 39,717	\$ 19,859	\$ 7,943	\$ 5,958	\$ 3,972	\$ 1,986	\$ 39,717
	Downers Grove 700 Curtis Street	E-85 in-grd	\$ 108,191	\$ 54,096	\$ 21,638	\$ 16,229	\$ 10,819	\$ 5,410	\$ 108,191
		CNG Upgrade	\$ 170,773	\$ 85,387	\$ 34,155	\$ 25,616	\$ 17,077	\$ 8,539	\$ 170,773
									278,964

DuPage Forest Preserve	29W218 Mack Road	CNG / LPG	\$ 613,299	\$ 306,650	\$ 122,660	\$ 91,995	\$ 61,330	\$ 30,665	\$ 613,299
									9,426
									1,946,022

* Major components (compressor, storage tanks and dispenser) to station packager

EXHIBIT 12

Illinois Department of Transportation First, Second and Third Amendments for the Congestion Mitigation and Air Quality Funded Grant with the City of Chicago



**Illinois Department
of Transportation**

Intergovernmental Agreement

Governmental Body Name City of Chicago - Department of Environment			
Address 30 North LaSalle Street - Suite 2500			
City, State, Zip Chicago, IL 60602			
Remittance Address (if different from above)			
City, State, Zip			
Telephone Number (312) 744-7607		Fax Number (312) 744-6451	
Brief Description of Service (full description specified in Part 5) Metropolitan Transportation Support Initiative			
Total Compensation Amount \$2,000,000	\$0	From: Date of Execution	To: December 31, 2001

SIGNATURES

By signing below, GOVERNMENTAL BODY and DEPARTMENT agree to comply with and abide by all provisions herein and Appendices thereto.

FOR THE GOVERNMENTAL BODY:

William F. Abolt
Linda M. Wheeler
Signature of Authorized Representative

William F. Abolt **12/16/99**
Type or Print Name of Authorized Representative Date

FOR THE DEPARTMENT:

Linda M. Wheeler
Linda M. Wheeler, Director

Edward R. Gower
Randy K. Vereen
Kirk Brown
Edward R. Gower, Chief Counsel (Approved as to form)
Randy K. Vereen, Director, Finance & Administration
Kirk Brown, Secretary of Transportation **11/13/00**
Date

5716



Illinois Department of Transportation

INTERGOVERNMENTAL AGREEMENT

This Agreement is by and between

City of Chicago

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

Department of Environment, 25th Floor

30 North LaSalle

Chicago, Illinois 60602-2575

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 1

SCOPE / COMPENSATION / TERM.

- A. **Scope of Services and Responsibilities.** The DEPARTMENT and the GOVERNMENTAL BODY agree as specified in Article 5.
- B. **Compensation.** Compensation (if any) shall be as specified in Article 6.
- C. **Term of Agreement.** The term of this Agreement shall be from Date of Execution to December 31, 2001.
- D. **Amendments.** All changes to this Agreement must be mutually agreed upon by DEPARTMENT and GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.
- E. **Renewal.** This Agreement may be renewed upon written agreement by the parties.

PART 2
GENERAL PROVISIONS

- A. Changes.** If any circumstance or condition in this Agreement changes, 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. Non-Appropriation.** This contract is subject to termination and cancellation in any year for which the General Assembly fails to make an appropriation to make payments under the terms of the contract.
- D. Records Inspection.** The DEPARTMENT or a designated representative shall have access to 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/Employment of Department Personnel.** 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.

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

This Article shall be applicable only to federally funded Agreements.

A. Certification Regarding Lobbying. GOVERNMENTAL BODY certifies compliance with Section 319 of Public Law 101-102 covering government-wide restrictions on lobbying, which provides that no federal appropriated funds have been paid or will be paid, by or on behalf of the GOVERNMENTAL BODY, to any person for influence or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

GOVERNMENTAL BODY further certifies that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this contract, grant, loan or cooperative agreement, the GOVERNMENTAL BODY shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

The GOVERNMENTAL BODY also agrees that GOVERNMENTAL BODY shall require that the language of this certification will be included in all lower tier subcontracts and that all subcontractors, will certify and disclose accordingly.

B. Civil Rights. GOVERNMENTAL BODY shall comply with the Civil Rights Act of 1964, as amended, and Title 49, Code of Federal Regulations, part 21.

C. Control of Property. GOVERNMENTAL BODY certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of A-102 Common Rule.

D. Cost Principles. The cost principles of this contract are governed by the cost principles found in Title 48, Code of Federal Regulations, subpart 31; and all costs included in this contract are allowable under Title 48, Code of Federal Regulations, part 31.

E. Debarment. GOVERNMENTAL BODY certifies that to the best of its knowledge and belief, GOVERNMENTAL BODY and 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 contract 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 paragraph 5-40(b); d) have not within a three-year period preceding this contract had one or more public transactions (federal, state or local) terminated for cause or default. *(see attachment)*

The inability of a prospective GOVERNMENTAL BODY to certify to the certification in this section will not necessarily result in denial of participation in this contract. The prospective 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 GOVERNMENTAL BODY knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the DEPARTMENT may terminate this contract 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 Article 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 GOVERNMENTAL BODY knows the certification is erroneous. GOVERNMENTAL BODY may decide the method and frequency by which it determines the eligibility of its principals. Each GOVERNMENTAL BODY may, but is not required to, check the Nonprocurement List. If a 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 contract for cause or default.

ATTACHMENT CONCERNING CERTIFICATION REGARDING DEBARMENT

Certain City officials, including the former City Treasurer and certain current and former members of the City Council, have been indicted and/or convicted of certain offenses which may include those enumerated in the attached certification regarding debarment and suspension. The City would be willing to provide more information concerning these matters upon request. The representation made in the attached certification with respect to any civil charges or other criminal charges besides indictment is being made limited to the knowledge of the undersigned.

Nothing contained in Section 4-50 shall be construed to require establishment of a system of records in order to render in good faith the certification required by Section 4-50. The knowledge and information of a GOVERNMENTAL BODY is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

PART 4 SPECIFIC PROVISIONS

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

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

Illinois Department of Transportation
2300 S. Dirksen Parkway, Room 307
Springfield, Illinois 62764
Attention: Juanita S. Akers

No payments will be made for services performed prior to the effective date of this contract. The DEPARTMENT will send all payments to the GOVERNMENTAL BODY'S remittance address listed on the Contract Summary page.

C. Termination. If the DEPARTMENT is dissatisfied with the GOVERNMENTAL BODY'S performance or believes that there has been a substantial decrease in the GOVERNMENTAL BODY'S performance, the DEPARTMENT may give written notice that remedial action shall be taken by the GOVERNMENTAL BODY within seven (7) calendar days. If such action is not taken within the time afforded, the DEPARTMENT may terminate the contract by giving seven (7) days written notice to the CONTRACTOR. Additionally, the DEPARTMENT may terminate the contract by giving thirty (30) days written notice. In either instance, the GOVERNMENTAL BODY shall be paid for the value of all authorized and acceptable work performed prior to the date of termination, based upon the payment terms set forth in the contract.

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

E. Ownership of Documents/Title to Work. All documents, data and records produced by GOVERNMENTAL BODY in carrying out GOVERNMENTAL BODY'S obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of the Department. The DEPARTMENT shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to GOVERNMENTAL BODY. All documents, data and records utilized in performing research shall be available for examination by the DEPARTMENT upon request. Upon completion of the services hereunder or at the termination of this contract, all such documents, data and records shall, at the option of the DEPARTMENT, be appropriately arranged, indexed and delivered to the DEPARTMENT by GOVERNMENTAL BODY.

F. Software.

G. Confidentiality Clause.

[Not applicable to this Agreement.]

H. Reporting/Consultation. 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. No expenses for travel, lodging, or per diem shall be paid by the DEPARTMENT pursuant to this Agreement.

PART 5
SCOPE OF SERVICE/RESPONSIBILITIES

See Appendix A

PART 6
COMPENSATION FOR SERVICES

See Appendix B

**APPENDIX A
CITY OF CHICAGO
DEPARTMENT OF ENVIRONMENT**

**FY 00-01 CMAQ PROGRAM
SCOPE OF SERVICES**

Project Title: Regionwide Ultralow Emission Fuel Infrastructure

Proposed Project Scope:

The purpose of this project is to develop within the Chicago metropolitan region a network of fueling stations capable of fueling vehicles that operate on "alternative fuels", i.e., fuels other than gasoline. To facilitate this project, a seven member Review Committee will be convened, consisting of one member from each of the following organizations: the Chicago Department of Environment, Chicago Area Clean Cities, the Illinois Environmental Protection Agency, the Council of Mayors, a representative of county government, the Regional Transit Authority, and the American Lung Association of Metro Chicago.

The Review Committee will establish a process whereby interested units of local government in the region will compete for funding to develop fueling infrastructure by submitting proposals to the Committee for review. All agencies eligible to apply for funds are made aware of the opportunity to do so. Chicago Area Clean Cities will assist with preparation of comprehensive educational materials and make them available to interested agencies to ensure they have accurate information on availability, costs, and benefits of alternative fuels and alternative fuel vehicles, and to ensure that high-quality proposals are submitted. Agencies will be encouraged to submit proposals in conjunction with neighboring agencies in order to maximize funds as well as the use of the fueling stations. The Chicago Department of Environment will assist potential applicants in analyzing options and facilitating development of proposals.

The Review Committee will evaluate proposals for fueling stations based on the following criteria: total emissions reductions resulting from projected use of the fueling station, commitment to exceed requirements of Clean Fuel Fleet Program, ability of the fueling station to serve other neighboring fleets, the percentage of matching dollars (a minimum of 20% is required), and the ability of the applicant to successfully implement the project. Proposals selected for funding will be those that best meet this criteria and that meet the project's two primary goals: maximizing the number of alternative fuel vehicles in the region and creating a network of strategically-placed fueling stations throughout the region.

Local fuel providers will provide in-kind design assistance to help applicants meet their required match. The Review Committee will oversee design and construction of infrastructure projects. Chicago Area Clean Cities will publicize and promote the fueling stations once they are developed.

The anticipated time frame for completion of this project is two years. The Chicago Department of Environment will be responsible for fiscal and grant management, and will prepare a report to document the total air quality benefits.

**APPENDIX B
PROJECTED FUNDING**

FY 99-01

Congestion Mitigation & Air Quality (CMAQ)	\$2,000,000	75%
Contractor	\$531,750	20%
In-Kind Match	\$133,250	5%
Total	\$2,665,000	100%

Line Item Budget, Tasks to be Performed

	Total Costs	Federal Dollars
1. Selection Process	\$35,000	\$0
2. Implementation of Selected Sites	\$300,000	\$225,625
Site 1	\$300,000	\$225,625
Site 2	\$300,000	\$225,625
Site 3	\$300,000	\$225,625
Site 4	\$300,000	\$225,625
Site 5	\$300,000	\$225,625
Site 6	\$300,000	\$225,625
Site 7	\$300,000	\$225,625
Site 8	\$300,000	\$225,625
3. Project Promotion	\$35,000	\$35,000
4. Project Support and Coordination	\$60,000	\$60,000
5. Evaluate Environmental Benefits	\$35,000	\$0
6. Administrative Costs	<u>\$100,000</u>	<u>\$100,000</u>
TOTAL	\$2,665,000	\$2,000,000



Illinois Department of Transportation

AMENDMENT FOR INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF CHICAGO

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 and is authorized by law.

1. DESCRIPTION OF AGREEMENT:
The agreement provided for the development of a network of fueling stations capable of fueling vehicles that operate on alternate fuels other than gasoline.
2. EFFECTIVE DATE OF AMENDMENT:
December 31, 2001
3. DESCRIPTION OF AMENDMENT:
Agreement is extended to December 31, 2004.
4. ATTACHMENTS AND INCORPORATIONS:
None.

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

William F. Abolt
Type or Print Name of Authorized Representative

12/4/01
Date

Commissioner
Title of Authorized Representative

Name
City of Chicago, Department of Environment

Legal Address
30 North LaSalle Street, Suite 2500

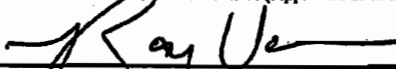
City, State, Zip
Chicago, Illinois 60602

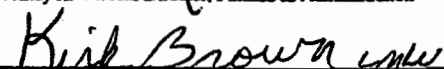
FOR THE DEPARTMENT:


Michael A. Williamson, Bureau Chief, Urban Program Planning


Edward R. Gower, Chief Counsel (Approved as to form)


Linda M. Wheeler, Director, Planning and Programming


Randy K. Verreci, Director, Finance & Administration


Kirk Brown, Secretary of Transportation

Dec. 28, 2001
Date

FOR STATE USE ONLY

Contract # 00T0517

Source Selection: IFB (Including Multi-step) ___ RFP ___ RFP/P&A ___ Small ___ Sole Source ___ Emergency ___

Exempt from Code X Other (describe) _____



Illinois Department of Transportation

INTERGOVERNMENTAL AGREEMENT

This Agreement is by and between

City of Chicago

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

Department of Environment, 25th Floor

30 North LaSalle

Chicago, Illinois 60602-2575

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 1 SCOPE / COMPENSATION / TERM

- A. **Scope of Services and Responsibilities.** The DEPARTMENT and the GOVERNMENTAL BODY agree as specified in Article 5.
- B. **Compensation.** Compensation (if any) shall be as specified in Article 6.
- C. **Term of Agreement.** The term of this Agreement shall be from Date of Execution to December 31, 2001.
- D. **Amendments.** All changes to this Agreement must be mutually agreed upon by DEPARTMENT and GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.
- E. **Renewal.** This Agreement may be renewed upon written agreement by the parties.

PART 2
GENERAL PROVISIONS

- A. Changes.** If any circumstance or condition in this Agreement changes, 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. Non-Appropriation.** This contract is subject to termination and cancellation in any year for which the General Assembly fails to make an appropriation to make payments under the terms of the contract.
- D. Records Inspection.** The DEPARTMENT or a designated representative shall have access to 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/Employment of Department Personnel.** 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.

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

This Article shall be applicable only to federally funded Agreements.

- A. Certification Regarding Lobbying.** GOVERNMENTAL BODY certifies compliance with Section 319 of Public Law 101-102 covering government-wide restrictions on lobbying, which provides that no federal appropriated funds have been paid or will be paid, by or on behalf of the GOVERNMENTAL BODY, to any person for influence or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

GOVERNMENTAL BODY further certifies that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this contract, grant, loan or cooperative agreement, the GOVERNMENTAL BODY shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

The GOVERNMENTAL BODY also agrees that GOVERNMENTAL BODY shall require that the language of this certification will be included in all lower tier subcontracts and that all subcontractors, will certify and disclose accordingly.

B. Civil Rights. GOVERNMENTAL BODY shall comply with the Civil Rights Act of 1964, as amended, and Title 49, Code of Federal Regulations, part 21.

C. Control of Property. GOVERNMENTAL BODY certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of A-102 Common Rule.

D. Cost Principles. The cost principles of this contract are governed by the cost principles found in Title 48, Code of Federal Regulations, subpart 31; and all costs included in this contract are allowable under Title 48, Code of Federal Regulations, part 31.

E. Debarment. GOVERNMENTAL BODY certifies that to the best of its knowledge and belief, GOVERNMENTAL BODY and 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 contract 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 paragraph 5-40(b); d) have not within a three-year period preceding this contract had one or more public transactions (federal, state or local) terminated for cause or default.

The inability of a prospective GOVERNMENTAL BODY to certify to the certification in this section will not necessarily result in denial of participation in this contract. The prospective 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 GOVERNMENTAL BODY knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the DEPARTMENT may terminate this contract 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 Article 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 GOVERNMENTAL BODY knows the certification is erroneous. GOVERNMENTAL BODY may decide the method and frequency by which it determines the eligibility of its principals. Each GOVERNMENTAL BODY may, but is not required to, check the Nonprocurement List. If a 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 contract for cause or default.

ATTACHMENT CONCERNING CERTIFICATION REGARDING DEBARMENT

Certain City officials, including the former City Treasurer and certain current and former members of the City Council, have been indicted and/or convicted of certain offenses which may include those enumerated in the attached certification regarding debarment and suspension. The City would be willing to provide more information concerning these matters upon request. The representation made in the attached certification with respect to any civil charges or other criminal charges besides indictment is being made limited to the knowledge of the undersigned.

Nothing contained in Section 4-50 shall be construed to require establishment of a system of records in order to render in good faith the certification required by Section 4-50. The knowledge and information of a GOVERNMENTAL BODY is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

PART 4 SPECIFIC PROVISIONS

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

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

**Illinois Department of Transportation
2300 S. Dirksen Parkway, Room 307
Springfield, Illinois 62764
Attention: Juanita S. Akers**

No payments will be made for services performed prior to the effective date of this contract. The DEPARTMENT will send all payments to the GOVERNMENTAL BODY'S remittance address listed on the Contract Summary page.

C. Termination. If the DEPARTMENT is dissatisfied with the GOVERNMENTAL BODY'S performance or believes that there has been a substantial decrease in the GOVERNMENTAL BODY'S performance, the DEPARTMENT may give written notice that remedial action shall be taken by the GOVERNMENTAL BODY within seven (7) calendar days. If such action is not taken within the time afforded, the DEPARTMENT may terminate the contract by giving seven (7) days written notice to the CONTRACTOR. Additionally, the DEPARTMENT may terminate the contract by giving thirty (30) days written notice. In either instance, the GOVERNMENTAL BODY shall be paid for the value of all authorized and acceptable work performed prior to the date of termination, based upon the payment terms set forth in the contract.

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

E. Ownership of Documents/Title to Work. All documents, data and records produced by GOVERNMENTAL BODY in carrying out GOVERNMENTAL BODY'S obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of the Department. The DEPARTMENT shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to GOVERNMENTAL BODY. All documents, data and records utilized in performing research shall be available for examination by the DEPARTMENT upon request. Upon completion of the services hereunder or at the termination of this contract, all such documents, data and records shall, at the option of the DEPARTMENT, be appropriately arranged, indexed and delivered to the DEPARTMENT by GOVERNMENTAL BODY.

F. Software.

G. Confidentiality Clause.

[Not applicable to this Agreement.]

H. Reporting/Consultation. 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. No expenses for travel, lodging, or per diem shall be paid by the DEPARTMENT pursuant to this Agreement.

PART 5
SCOPE OF SERVICE/RESPONSIBILITIES

See Appendix A

PART 6
COMPENSATION FOR SERVICES

See Appendix B

**APPENDIX A
CITY OF CHICAGO
DEPARTMENT OF ENVIRONMENT**

**FY 00-01 CMAQ PROGRAM
SCOPE OF SERVICES**

Project Title: Regionwide Ultralow Emission Fuel Infrastructure

Proposed Project Scope:

The purpose of this project is to develop within the Chicago metropolitan region a network of fueling stations capable of fueling vehicles that operate on "alternative fuels", i.e., fuels other than gasoline. To facilitate this project, a seven member Review Committee will be convened, consisting of one member from each of the following organizations: the Chicago Department of Environment, Chicago Area Clean Cities, the Illinois Environmental Protection Agency, the Council of Mayors, a representative of county government, the Regional Transit Authority, and the American Lung Association of Metro Chicago.

The Review Committee will establish a process whereby interested units of local government in the region will compete for funding to develop fueling infrastructure by submitting proposals to the Committee for review. All agencies eligible to apply for funds are made aware of the opportunity to do so. Chicago Area Clean Cities will assist with preparation of comprehensive educational materials and make them available to interested agencies to ensure they have accurate information on availability, costs, and benefits of alternative fuels and alternative fuel vehicles, and to ensure that high-quality proposals are submitted. Agencies will be encouraged to submit proposals in conjunction with neighboring agencies in order to maximize funds as well as the use of the fueling stations. The Chicago Department of Environment will assist potential applicants in analyzing options and facilitating development of proposals.

The Review Committee will evaluate proposals for fueling stations based on the following criteria: total emissions reductions resulting from projected use of the fueling station, commitment to exceed requirements of Clean Fuel Fleet Program, ability of the fueling station to serve other neighboring fleets, the percentage of matching dollars (a minimum of 20% is required), and the ability of the applicant to successfully implement the project. Proposals selected for funding will be those that best meet this criteria and that meet the project's two primary goals: maximizing the number of alternative fuel vehicles in the region and creating a network of strategically-placed fueling stations throughout the region.

Local fuel providers will provide in-kind design assistance to help applicants meet their required match. The Review Committee will oversee design and construction of infrastructure projects. Chicago Area Clean Cities will publicize and promote the fueling stations once they are developed.

The anticipated time frame for completion of this project is two years. The Chicago Department of Environment will be responsible for fiscal and grant management, and will prepare a report to document the total air quality benefits.

**APPENDIX B
PROJECTED FUNDING**

FY 99-01

Congestion Mitigation & Air Quality (CMAQ)	\$2,000,000	75%
Contractor	\$665,000	25%
Total	\$2,665,000	100%

Line Item Budget, Tasks to be Performed

	Total Costs	Federal Dollars
1. Selection Process	\$35,000	\$0
2. Implementation of Selected Sites	\$300,000	\$225,625
Site 1	\$300,000	\$225,625
Site 2	\$300,000	\$225,625
Site 3	\$300,000	\$225,625
Site 4	\$300,000	\$225,625
Site 5	\$300,000	\$225,625
Site 6	\$300,000	\$225,625
Site 7	\$300,000	\$225,625
Site 8	\$300,000	\$225,625
3. Project Promotion	\$35,000	\$35,000
4. Project Support and Coordination	\$60,000	\$60,000
5. Evaluate Environmental Benefits	\$35,000	\$0
6. Administrative Costs	<u>\$100,000</u>	<u>\$100,000</u>
TOTAL	\$2,665,000	\$2,000,000



Illinois Department of Transportation

SECOND AMENDMENT FOR AGREEMENT WITH THE CITY OF CHICAGO

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:**
The agreement will provide funding for the development of additional network of fueling stations capable of fueling vehicles that operate on alternate fuels other than gasoline.
- EFFECTIVE DATE OF AMENDMENT:**
Amendment is effective upon execution.
- DESCRIPTION OF AMENDMENT:**
Amendment increases the federal CMAQ dollar amount by \$2,472,000 and \$655,000 local match bringing the total amount of compensation from \$2,000,000 to \$4,472,000 to satisfy a modified scope of services as reflected in Part 5. Furthermore, amendment extends the time needed to complete the Scope of Work to December 31, 2006. Also, Attachment A lists additional terms that are added to Part 2 General Provisions, Part 3 Federally Funded Agreements and Part 4 Specific Provisions of the original contract.
- ATTACHMENTS AND INCORPORATIONS:**
Attachment A.

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
Commissioner

N. Marcia Jimenez
Type or Print Name of Authorized Representative

9/27/04
Date

Title of Authorized Representative

Governmental Body
City of Chicago, Department of Environment
Legal Address
30 North LaSalle, Suite 2500
City, State, Zip
Chicago, Illinois, 60602 Contact Person: Carol Brown Email: cbrown@cityofchicago.org

FOR THE DEPARTMENT:

Randall S. Blankenhorn, Bureau Chief, Urban Program Planning

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

Richard J. Smith, Director, Planning and Programming

Robert J. Millette, Director, Finance & Administration

Timothy W. Martin, Secretary of Transportation
OCT 25 2004
Date

FOR STATE USE ONLY

Contract # 00T0517

Source Selection: IFB (Including Multi-step) ___ RFP ___ RFP/P&A ___ Small ___ Sole Source ___ Emergency ___
Exempt from Code X Other (describe) _____

City of Chicago/Dept of Environment
Regionwide Ultra Low Emission Fuel Infrastructure
CMAQ

Attachment A

The following clause shall be added to Part 2 General Provisions contained in the original AGREEMENT:

Part 2 General Provisions

F. Subcontracting/Selection Procedures/Employment of Department Personnel. 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.

Competitive selection procedures shall be used for products or services having a total value of more than \$10,000. In the absence of formal, codified procedures of the Governmental Body, the procedures Department will be used. The procurement through solicitation of a proposal from only one source is allowed only if the products or services are available only from a single source; the DEPARTMENT authorizes such a procedure; or, after solicitation of a number of sources, competition is determined inadequate. 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.

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

The following clauses shall be added to Part 3 Federally Funded Agreements contained in the original AGREEMENT:

Part 3 Federally Funded agreements. Applicable only to 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 project implementation. The GOVERNMENTAL BODY agrees that the most recent federal requirements will apply to the project.

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 4702.1, "Title VI Program 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 project, or project property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the GOVERNMENTAL BODY retains ownership or possession of the project property, whichever is longer, the GOVERNMENTAL BODY assures that:

1. Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332 and 49 CFR part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.
2. It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT 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 project.
4. Should it transfer real property, structures, or improvements financed with federal assistance to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits.
5. The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance.
6. It will make any changes in its 49 U.S.C. 5332 and Title VI implementing procedures as U.S. DOT or FTA may request.

D. Cost Principles. The cost principles of this Agreement are governed by the cost principles found in Title 48, Code of Federal Regulations, subpart 31, as amended; and all costs included in this Agreement are allowable under Title 48, Code of Federal Regulations, part 31, as amended.

E. Debarment. GOVERNMENTAL BODY shall comply with Debarment provisions as contained in 49 Code of Federal Regulations, Part 29, including Appendices A and B as amended. GOVERNMENTAL BODY certifies that to the best of its knowledge and belief, GOVERNMENTAL BODY and 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; 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 a prospective GOVERNMENTAL BODY to certify to the certification in this section will not necessarily result in denial of participation in this Agreement. The prospective 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 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 GOVERNMENTAL BODY knows the certification is erroneous. GOVERNMENTAL BODY may decide the method and frequency by which it determines the eligibility of its principals. Each GOVERNMENTAL BODY may, but is not required to, check the Nonprocurement List. If a 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 a GOVERNMENTAL BODY is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

F. 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.A. 702 as amended, and 49 C.F.R. Part 29, Subpart F, including Appendix C as amended.

G. 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 project and in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR part 26, as amended. The 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.

H. 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.

I. 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 4220.1E, "Third Party Contracting Guidelines," 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.

J. 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 5206(e) of TEA-21, 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 TEA-21, title V, subtitle C, 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 TEA-21, title V, subtitle C, 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.

K. Davis-Bacon Act. To the extent applicable, 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.

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

As required by OMB, GOVERNMENTAL BODY certifies that it:

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1. Has the legal authority and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project.
2. Will give the U.S. Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;
4. Will initiate and complete the work within the applicable project time periods;
5. Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
 - Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
 - Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25, which prohibit discrimination on the basis of sex;
 - Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
 - The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
 - The Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972, and amendments thereto, 21 U.S.C. 1174 *et seq.* relating to nondiscrimination on the basis of drug abuse;
 - The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, Pub. L. 91-616, Dec. 31, 1970, and amendments thereto, 42 U.S.C. 4581 *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-3 and 290ee-3, related to confidentiality of alcohol and drug abuse patient records;
 - Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing;
 - Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited, to 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA programs; and
 - Any other nondiscrimination statute(s) that may apply to the project.

All of the requirements listed in Part 3, paragraphs A through N apply to the federally funded project. 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

J. Indemnification. Unless prohibited by State law, 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

City of Chicago/Dept of Environment
Regionwide Ultra Low Emission Fuel Infrastructure
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actions or inactions of the GOVERNMENTAL BODY and/or the GOVERNMENTAL BODY'S employees, officials, agents, contractors and subcontractors, 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.

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.

**PART 5
Scope of Services**

Change Part 5 Scope of Services/Responsibilities to reflect: Additional monies will be used for development of additional network of fueling stations using alternative clean fuels, as outlined in the following budget:

Project Title: Regionwide Ultralow Emission Fuel Infrastructure-Phase II

PROPOSED BUDGET

SUMMARY:

Congestion Mitigation & Air Quality	\$2,472,000
Chicago Department of Environment & Contractor	\$ 655,000
Total	\$3,127,000

LINE ITEM BUDGET, Tasks to be performed:

	-Total Cost	Federal Dollars	Local Dollars
Project Selection Process	\$ 35,000	\$ 0	\$ 35,000
Fueling Station Costs (purchase/design/installation)	\$2,750,000	\$2,200,000	\$ 550,000
Estimate:			
6 CNG (\$300,000/each=\$1,800,000)			
6 E-85 or propane (\$158,333/each=\$950,000)			
Project Support & Coordination (One staff person for 2 years, salary + fringe)	\$ 122,000	\$ 122,000	\$ 0
Project Promotion	\$ 35,000	\$ 0	\$ 35,000
Evaluation of Environmental Benefits	\$ 35,000	\$ 0	\$ 35,000
Administrative Costs (Indirect Costs)	\$ 150,000	\$ 150,000	\$ 0
	\$3,127,000	\$2,472,000	\$ 655,000

**Part 6
COMPENSATION FOR SERVICES**

	Original Agreement	Amendment	Total Amt	
Congestion Mitigation & Air Quality (CMAQ) Funds	\$2,000,000	\$2,472,000	\$4,472,000	78%
In-Kind Funds Department	\$133,250		\$133,250	02%
Governmental Body	\$531,750	\$655,000	\$1,186,750	20%
TOTAL	\$2,665,000	\$3,127,000	\$5,792,000	100%

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Illinois Department of Transportation

THIRD AMENDMENT FOR THE CONGESTION MITIGATION AND AIR QUALITY FUNDED GRANT WITH THE CITY OF CHICAGO STATE OBLIGATION # 00T00517

The undersigned DEPARTMENT and GOVERNMENTAL BODY 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 and is authorized by law.

1. DESCRIPTION OF AGREEMENT:

The agreement will provide funding for the development of additional network of fueling stations capable of fueling vehicles that operate on alternate fuels other than gasoline.

2. EFFECTIVE DATE OF AMENDMENT:

Amendment is effective upon execution.

3. DESCRIPTION OF AMENDMENT:

Amendment extends the time needed to complete the Scope of Work from December 31, 2006 to December 31, 2008. Attachment A lists additional terms that modify Part 2 General Provisions, Part 3 Federally Funded Agreements and Part 4 Specific Provisions of the previous agreements. The funding provision in the original Agreement and Second Amendment are not altered by this Amendment.

4. ATTACHMENTS AND INCORPORATIONS:

Attachment A.

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

FOR THE GOVERNMENTAL BODY

Sadhu A. Johnston

12/8/06

Signature of Authorized Representative

Type or Print Name of Authorized Representative

Date

Commissioner, Dept. of Environment

Title of Authorized Representative

Governmental Body Name

City of Chicago, Department of Environment

Legal Address

30 North LaSalle, Suite 2500

City, State, Zip

Chicago, IL 60602

FOR THE DEPARTMENT:

Richard J. Smith, Director, Planning and Programming

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

Ann L. Schneider, Director, Finance & Administration

Timothy W. Martin, Secretary of Transportation

12-20-06
Date

FOR STATE USE ONLY

Contract # 00T00517

Exempt from Code

Source Selection: IFB (Including Multi-step) RFP RFP/P&A Small Sole Source Emergency

Attachment A

The following clause shall be added to Part 2 General Provisions contained in the original AGREEMENT:

Part 2 General Provisions

F. Subcontracting/Selection Procedures/Employment of Department Personnel. 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.

Competitive selection procedures shall be used for products or services having a total value of more than \$10,000. In the absence of formal, codified procedures of the Governmental Body, the procedures Department will be used. The procurement through solicitation of a proposal from only one source is allowed only if the products or services are available only from a single source; the DEPARTMENT authorizes such a procedure; or, after solicitation of a number of sources, competition is determined inadequate. 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.

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

The following clauses shall be added to Part 3 Federally Funded Agreements contained in the original AGREEMENT:

Part 3 Federally Funded agreements. Applicable only to 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 project implementation. The GOVERNMENTAL BODY agrees that the most recent federal requirements will apply to the project.

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 4702.1, "Title VI Program 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 project, or project property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the GOVERNMENTAL BODY retains ownership or possession of the project property, whichever is longer, the GOVERNMENTAL BODY assures that:

1. Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332 and 49 CFR part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.
2. It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT 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 project.
4. Should it transfer real property, structures, or improvements financed with federal assistance to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits.
5. The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance.
6. It will make any changes in its 49 U.S.C. 5332 and Title VI implementing procedures as U.S. DOT or FTA may request.

D. Control of Property. GOVERNMENTAL BODY certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of A-102 Common Rule.

E. Cost Principles. The cost principles of this Agreement are governed by the cost principles found in Title 48, Code of Federal Regulations, subpart 31, as amended; and all costs included in this Agreement are allowable under Title 48, Code of Federal Regulations, part 31, as amended.

F. Debarment. GOVERNMENTAL BODY shall comply with Debarment provisions as contained in 49 Code of Federal Regulations, Part 29, including Appendices A and B as amended. GOVERNMENTAL BODY certifies that to the best of its knowledge and belief, GOVERNMENTAL BODY and 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; 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 a prospective GOVERNMENTAL BODY to certify to the certification in this section will not necessarily result in denial of participation in this Agreement. The prospective 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 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 GOVERNMENTAL BODY knows the certification is erroneous. GOVERNMENTAL BODY may decide the method and frequency by which it determines the eligibility of its principals. Each GOVERNMENTAL BODY may, but is not required to, check the Nonprocurement List. If a 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 a GOVERNMENTAL BODY is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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.A. 702 as amended, and 49 C.F.R. Part 29, Subpart F, including Appendix C as amended.

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 project and in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR part 26, as amended. The 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 4220.1E, "Third Party Contracting Guidelines," 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 5206(e) of TEA-21, 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 TEA-21, title V, subtitle C, 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 TEA-21, title V, subtitle C, 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, 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, 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 project cost) to ensure proper planning, management,

and completion of the project.

2. Will give the U.S. Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;
4. Will initiate and complete the work within the applicable project time periods;
5. Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
 - Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
 - Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25, which prohibit discrimination on the basis of sex;
 - Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
 - The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
 - The Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972, and amendments thereto, 21 U.S.C. 1174 *et seq.* relating to nondiscrimination on the basis of drug abuse;
 - The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, Pub. L. 91-616, Dec. 31, 1970, and amendments thereto, 42 U.S.C. 4581 *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-3 and 290ee-3, related to confidentiality of alcohol and drug abuse patient records;
 - Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing;
 - Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited, to 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA programs; and
 - Any other nondiscrimination statute(s) that may apply to the project.

All of the requirements listed in Part 3, paragraphs A through N apply to the federally funded project. 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

J. Indemnification. Unless prohibited by State law, 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, contractors and subcontractors, 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.

K. Equal Employment Opportunities, Affirmative Action, Sexual Harassment. The GOVERNMENTAL BODY will comply with the Illinois Human Rights Act with respect to public contracts,