



Chicago Metropolitan Agency for Planning

233 South Wacker Drive
Suite 800
Chicago, Illinois 60606

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www.cmap.illinois.gov

April 12, 2012

REQUEST FOR PROPOSALS (RFP) NO. 088

CONSULTANT ASSISTANCE WITH LOCAL TECHNICAL ASSISTANCE (LTA) AND COMMUNITY PLANNING PROGRAM PROJECTS

Chicago Metropolitan Agency for Planning (CMAP) is requesting proposals from interested firms to provide assistance with local technical assistance and community planning program projects as described in the enclosed Request for Proposals (RFP).

CMAP will conduct a non-mandatory pre-bid information session on Wednesday, April 18 at 11:30 a.m. (CDT) in CMAP's offices, 233 South Wacker Drive (Willis Tower), Suite 800. Applicants may attend in person or by webinar/conference call. To attend in person, call CMAP at 312-454-0400 to be added to the Willis Tower Visitor list. Driver's license or state ID required for entry into building tower. To join by webinar/conference call, email yambriz@cmap.illinois.gov requesting RFP 088 webinar/conference call information. An e-mail with the webinar/conference call information will be sent to all who have registered by noon on Tuesday, April 17.

Participation with the pre-bid discussion is non-mandatory, but is offered as a way to best understand the scope of work we are trying to accomplish. CMAP strongly encourages those interested in this project to attend. The presentation, questions and responses noted during the pre-bid discussion will be posted on our website with the RFP.

If your firm is qualified and experienced in performing the described services, CMAP would appreciate receiving your proposal as indicated in the RFP. The deadline for receipt of submissions in response to the RFP is **3:00 p.m., May 14, 2012.**

Thank you, and if you have any questions, please call me at (312) 386-8788.

Sincerely,

Margaret McGrath
Grant/Contract Officer

Enclosure

RFP NO. 088
**CONSULTANT ASSISTANCE WITH LOCAL TECHNICAL ASSISTANCE (LTA) AND
COMMUNITY PLANNING PROGRAM PROJECTS**

The Chicago Metropolitan Agency for Planning (CMAP) invites appropriate firms to submit proposals to assist with local planning projects associated with the Local Technical Assistance (LTA) program and the Community Planning grant program as described in this Request for Proposals (RFP). Please read each section carefully for information regarding the proposal and submittal instructions.

SECTION 1: Background and General Information

About CMAP

The Chicago Metropolitan Agency for Planning (CMAP) is the official regional planning organization for the northeastern Illinois counties of Cook, DuPage, Kane, Kendall, Lake, McHenry, and Will. CMAP developed and now leads the implementation of *GO TO 2040*, metropolitan Chicago's first comprehensive regional plan in more than 100 years. To address anticipated population growth of more than 2 million new residents, *GO TO 2040* establishes coordinated strategies that help the region's 284 communities address transportation, housing, economic development, open space, the environment, and other quality-of-life issues. See www.cmap.illinois.gov for more information.

Background

To advance the implementation of *GO TO 2040*, CMAP is providing assistance to local governments and nonprofit groups across the region to undertake planning projects that advance its principles. This assistance is funded through two sources: a Sustainable Communities Regional Planning grant from the U.S. Department of Housing and Urban Development (HUD); and Unified Work Program funds available through the U.S. Department of Transportation and the Illinois Department of Transportation. These two sources fund CMAP's local planning programs, which involve staff assistance, grants to communities, and consultant contracts. Each local planning project is expected to both meet local needs as well as advance the implementation of *GO TO 2040*.

The Local Technical Assistance (LTA) program is primarily funded through HUD, and involves a combination of staff assistance, grants, and consultant assistance to communities. The program was initiated in early 2011 and currently approximately 40 projects are underway or have been completed. For more information, please see: <http://www.cmap.illinois.gov/lta/>

The Community Planning program provides funding and consultant assistance to communities for projects that benefit both the local communities and the regional transportation system. CMAP coordinates closely with the RTA on application materials and timelines for this program, but the programs are separately funded and administered. This RFP applies only to CMAP's Community Planning program, and does not obligate the RTA in any way. For more information, please see: <http://www.rtachicago.com/community-planning/community-planning.html>

Statement of Purpose

With this RFP, CMAP is seeking to create a list of prequalified contractors to provide consulting assistance for local planning projects. Some of these projects are already part of CMAP's Local Technical Assistance (LTA) program, and have been identified as appropriate candidates to receive consulting assistance rather than CMAP staff assistance. The first three specific projects – involving the Chicago Housing Authority (CHA), South Suburban Mayors and Managers Association (SSMMA), and Village of Richton Park – are specifically identified in this RFP, and prospective contractors are required to submit responses to these specific projects, as well as general prequalification information. Other projects have not yet been identified, but will be selected from among applications submitted during CMAP's next application process, which is occurring between May and October of this year, in coordination with the RTA's Community

Planning program. It is anticipated that all planning projects proposed under this RFP will be contracted during FY13 (July 1, 2012-June 30, 2013), however, some of these projects will not be completed until sometime in FY 14 (July 1, 2013-June 30, 2014).

CMAP expects to pursue a significant number of planning projects (approximately 10 to 15) in the upcoming year with consultant assistance, and is creating the prequalification process in an effort to increase the efficiency of its consultant procurement process.

CMAP expects to identify several (approximately five) contractors for inclusion on its prequalified list. Contractors may be a single firm, or may be made up of a group of firms including a lead firm and one or more subcontractors. Throughout this document, the term “contractor” is used to indicate a respondent to this RFP – whether this is a single firm or a team made up of multiple firms.

Prequalification does not guarantee a contractor a certain number of projects, but it does give them the ability to compete only with the other prequalified contractors for relevant projects.

Please note that contractors are required to respond to each of these three project scopes, in addition to providing general prequalification information, as part of this RFP. Incomplete proposals will not be considered.

Description of Procurement Process

This RFP will lead to several contracting decisions by CMAP. First, it will lead to the creation of a list of prequalified contractors to provide consulting assistance to CMAP on local projects. Second, it will lead to the selection of contractors to assist with the first three specific projects identified for this program.

This RFP first seeks to create a list of prequalified firms to provide consulting assistance to CMAP on local planning projects. As described further in the scope of services below, prequalified contractors will work on relevant projects which include the preparation of:

- Comprehensive plans
- Multijurisdictional corridor plans and studies
- Subarea plans (covering a small area within a community)
- Revisions to zoning ordinances, subdivision regulations, design guidelines, and similar regulations and guidelines
- Transportation and mobility plans
- Similar planning projects

Prequalified contractors are expected to be able to address each of the above types of projects in a variety of contexts around the region, from urban to suburban to rural. Most of the plans that will be pursued are comprehensive in nature, covering a variety of planning topics. Therefore, prequalified contractors are expected to have expertise in a variety of topical issues; central issues to be addressed in all plans include demographics, land use, housing, economic development (including market analysis), transportation, and the natural environment. Other topical issues that may or may not be included in local plans – depending on the community’s priorities – include governance, sustainability, water and sewer infrastructure, community services, health, historic preservation, community image and identity, and many others.

Many projects will be based in a single municipality, but some will be multijurisdictional in nature. Each project will involve public engagement, collection and analysis of data, development and justification of recommendations, and identification of implementation actions. Each will also involve continued communication with CMAP’s designated project manager, as well as involving key leaders and stakeholders in the community.

As defined earlier, for the purposes of prequalification, contractors may be a single firm or a group of firms that includes a lead firm and several subcontractors. The lead firm is required to

have some role on each specific project; the subcontractors may be part of the specific project proposals but are not required to be. For example, Firms A, B, and C may decide to submit a response to this RFP as a team, with firm A as the lead firm and firms B and C as subcontractors. When responding to specific projects, firm A must be involved in each response, and firms B and C can be involved as necessary; some projects may only involve firm A, some may involve firms A and B or firms A and C, and some projects may involve all three firms. The decision of how to approach each project rests with the lead firm.

As a second part of the response to this RFP, contractors must provide not only the general information described above, but also must include proposals to address three specific projects. Scopes for these projects are included as an Appendix attachment to this RFP. As noted earlier, this is required; submittals that do not include specific proposals for these three projects will not be considered. The projects are:

- Appendix A, Specific Project A: Transportation study for Chicago Housing Authority (CHA) LeClaire Courts redevelopment
- Appendix B, Specific Project B: Land use and economic development planning for I-294 / I-57 interchange
- Appendix C, Specific Project C: Comprehensive plan and zoning update for the Village of Richton Park

These projects are representative of the types of projects that will be relevant to this RFP, but they are not just samples – they are actual projects that CMAP wishes to pursue. Contractors are required to include approaches and costs for each of the three specific projects identified. As mentioned earlier, formation of multi-firm teams is acceptable and may be necessary for contractors to undertake all three specific projects.

CMAP is requesting responses to these three specific projects as part of this RFP, as well as general qualifications. Having the three specific project proposals to review allows CMAP to review project-specific approaches and costs, in addition to the more abstract general process narrative, description of relevant experience, and hourly costs associated with the prequalification process. This will allow a more informed selection process; it may also help contractors to understand the types of projects that CMAP expects to assign to its prequalified contractors list.

This RFP will be used to both select contractors for inclusion on the prequalified list and identify contractors to pursue each of these three specific projects. The selection process will occur in two stages. First, CMAP will select several contractors for inclusion on its prequalified list, and receive Board approval of this list on June 13. Second, after this is complete, CMAP will select from its prequalified list of contractors for the three specific projects. Prequalified contractors will not need to submit any additional information as part of this second stage of this RFP for the three specific projects, though they may be asked to participate in interviews with CMAP and the local sponsors of the three specific projects. The selection process for future projects is described in the following section; (The three specific projects in this RFP follow the same basic process, but will already have completed steps 1-4 through responding to this RFP.)

Description of Process for Contracting with Prequalified Firms for Individual Projects

Please note that all of the information in this subsection is for the information of contractors concerning actions that will occur after the prequalified list is developed.

Being placed on the prequalified list does not guarantee a certain number of local projects to the contractor. Rather, contractors will be selected to work on each local project through a competitive process among the prequalified firms that are interested in that project. Step by step, the process is:

1. CMAP will identify a local project – a comprehensive plan, corridor plan, subarea plan, or revision to zoning or other development regulations – that is appropriate for consultant assistance.
2. CMAP, in partnership with the sponsor community, will develop a scope of work for a local project.
3. CMAP will release the scope of work to the prequalified firms and allow two weeks for a response.
4. Firms will respond by providing CMAP with a simple electronic proposal that includes a project approach and estimated cost. This is expected to be no more than 5-8 pages in length and include limited graphics. Rates and personnel for the contractor (including the lead firms and any subcontractors), will be from the rates submitted in the response to this RFP.
5. CMAP and the community will review and evaluate responses. Interviews may or may not be conducted with responding firms, at CMAP's and the community's discretion.
6. CMAP and the community will jointly select a firm to undertake the project. Upon selection, all firms will be notified of the decision and CMAP will issue a Project Authorization Order (PAO) to initiate the project with the selected firm. PAO is CMAP's task order agreement form name.

As described above, when responding to a scope of work for a local project, contractors may form teams made up of the lead firm and subcontractors as they see fit. However, these should clearly be subcontractors that were identified in the original proposal. New subcontractors that were not part of the initial proposal are not permitted to be added in the responses to individual projects.

CMAP reserves the right to conduct a fully competitive RFP process rather than using its prequalified firm list for any project, at CMAP's discretion. A full RFP process will likely be used for projects that include certain elements that are outside the direct experience of the prequalified firms, or that are not among the project types listed earlier. Prequalified firms may still submit competitive bids in the full RFP process.

General Information

As a result of responses to this RFP, CMAP plans to review submissions and conduct interviews with selected contractors it determines can best meet the requirements outlined below. Negotiations will be held as necessary to select the contractor that CMAP believes can best satisfy its requirements at rates it perceives are reasonable for the services provided.

Subject to "Reservation of Rights" below, it is anticipated that contracts with several organizations or firms will be awarded for the work described. It is anticipated that the term of the contract(s) awarded will be for a period ending in FY 14 (which concludes in June 2014).

SECTION 2: Scope of Project and Procurement Details

This RFP will lead to several contracting decisions by CMAP. First, it will lead to the creation of a list of prequalified contractors to provide consulting assistance to CMAP on local projects. Second, it will lead to the selection of contractors to assist with three specific projects.

Scope of Services –Response to Prequalification

This RFP seeks to create a list of prequalified firms to provide consulting assistance to CMAP on local planning projects. Relevant projects include the preparation of:

- Comprehensive plans
- Multijurisdictional corridor plans and studies
- Subarea plans (covering a small area within a community)
- Revisions to zoning ordinances, subdivision regulations, design guidelines, and similar regulations and guidelines
- Transportation and mobility plans
- Similar planning projects

Contractors should demonstrate their ability to prepare the types of planning documents described above. In their proposal, each contractor should:

- Provide a narrative describing the contractor's general approach to the types of projects covered by this RFP.
- Demonstrate experience in the planning process steps including data collection and analysis, development of recommendations, and implementation. Provide particular detail regarding public engagement experience.
- Demonstrate expertise in the topical issues identified in the paragraph above. Expertise in the central issues (demographics, land use, housing, economic development, transportation, and the natural environment) is particularly important.
- Demonstrate knowledge of the principles of GO TO 2040 and how these can be applied in local plans. Because each local plan is meant to advance the implementation of GO TO 2040, the prequalified contractor should have a thorough understanding of what the regional plan recommends.
- Identify key staff, describe their experience and qualifications to conduct the work described in this RFP, and provide hourly rates for each individual.

Scope of Services – Responses to Three Specific Projects

As part of their response to this RFP, contractors must provide not only the general information described above, but also must include proposals to address three specific projects. Scopes for these projects are included as an Appendix attachment to this RFP. The projects are:

- Appendix A, Specific Project A: Transportation study for Chicago Housing Authority (CHA) LeClaire Courts redevelopment
- Appendix B, Specific Project B: Land use and economic development planning for I-294 / I-57 interchange
- Appendix C, Specific Project C: Comprehensive plan and zoning update for the Village of Richton Park

Please see the three project scopes in the Appendix attachment for more specific details of what should be included in the scope of work. In general, contractors are asked to produce certain deliverables for each project, and to conduct a public and stakeholder engagement process. In their response to each project, the contractor should:

- Discuss the expected deliverables of each project, demonstrating knowledge of the elements to be included in each deliverable.
- Provide a narrative describing the process that will be used to produce the identified deliverables. Contractors should specify their approach as it relates to technical analysis, stakeholder and public engagement, and interaction with CMAP and the project sponsor.

- Provide at least two examples of similar work that the contractor has completed. Specify the client, the date prepared, and the approximate cost for each example.
- Provide costs for the project. Specify number of hours, hourly rates, and any other expenses in the cost total.

Selection Process and Schedule

April 12:	Post RFP
April 18:	Non-mandatory informational session held at CMAP for interested contractors
May 14:	Submissions due
May 21-June 1:	Interview finalists
June 13:	Recommendation of prequalified contractors for approval by CMAP Board
Later June:	Contracts written and executed with prequalified contractors
July:	Selection of contractors to pursue the three specific projects identified in this RFP

The selection of contractors to undertake future individual projects will follow the signing of contracts with the prequalified contractors, and will occur throughout CMAP’s Fiscal Year 2013 and will be on a task order (PAO) basis. It is anticipated that all planning projects proposed under this RFP will be contracted during FY13, however, some of these projects will not be completed until sometime in FY 14.

Proposal Evaluation

All proposals submitted in response to this request for proposals will be analyzed for completeness and cost effectiveness. The following criteria will be used in evaluating proposals:

1. The demonstrated record of experience of the contractor as well as identified staff in providing the professional services identified in this RFP.
2. The demonstrated ability of the contractor to meet CMAP’s standards – in terms of expertise in relevant topical areas, familiarity with GO TO 2040, and ability to conduct effective public engagement and technical planning work.
3. The quality of the narratives describing the contractor’s general approach to planning projects, as well as the approach and deliverables for the three specific projects.
4. The quality and relevance of the examples of similar work for the three specific projects.
5. The reputation of the firm or organization based on references.
6. Cost to CMAP, including consideration of overall project costs and per-hour costs.

All timely responses received to this RFP will be reviewed and interviews may be conducted with selected submitters CMAP determines can best meet the above requirements. Cost will be evaluated against the other factors based upon the professional judgment of those involved in the evaluation. An in-house CMAP committee will make the prequalification selection decision; the project sponsors will be involved in selecting contractors for the three specific projects.

As applicable, hourly rates for personnel the submitter proposes to use will be requested and negotiations will be held as necessary to select the contractor that CMAP believes can best satisfy its requirements at rates it perceives are reasonable for the services provided. It is anticipated that any contract issued as a result of this RFP will be on a task order basis.

SECTION 3: Submittal Requirements

Proposals must be received at CMAP on or before 3:00 p.m. May 14, 2012

Submissions should be submitted in the order presented:

1. A general description of the structure, experience, services and staff of the firm. If the contractor is a multi-firm team, this should be included for each firm.
2. A description of the contractor's expertise in the topical issues that will be addressed in the local planning projects, as well as demonstration of the contractor's familiarity with the recommendations of GO TO 2040.
3. A narrative describing the general approach that the contractor would take to complete relevant planning projects. Describe the process to complete technical analysis, public engagement, development of recommendations, and implementation.
4. For each of the three specific projects, individually submit by project name:
 - Identification of key staff, their qualifications and experience, and their roles in the project.
 - A narrative describing the general approach that the firm would take to complete the tasks outlined in the Scope of Services for each specific project, including technical analysis, involvement of stakeholders, engagement of the public, and interaction with CMAP and the project sponsor.
 - Descriptions of the deliverables that the firm expects to be produced for this project. These should build on the descriptions already provided in the Scope of Services for each project.
 - At least two examples of similar projects. Specify the client, the date prepared, and the approximate cost for each example that is supplied.
 - Descriptions of the structure, experience, services, and staff of any subcontractors that were added specifically for this project.
5. At least three references, including individual contact name, name of company and phone number, that CMAP staff may contact regarding the contractor's qualifications to undertake this project.
6. Cost Proposal: The "Price Proposal Form," Attachment 1, must be completed with all proposed pricing included for the prequalified scope of work. Information on all subcontractors to be used must be included as well. This is in addition to the three specific costs that are submitted for the three specific projects (so the contractor will be submitting a total of four versions of Attachment 1).
7. The respondent shall also sign and submit the "Certificate Regarding Workers' Compensation Insurance", Attachment 2, and the "Information to be Provided by Bidder", Attachment 3.

Submission of Proposals

Four (4) paper copies of all proposals as well as one (1) electronic version in PDF format on CD ROM must be submitted no later than 3:00 p.m., May 14, 2012. Submissions must be in a sealed package or envelope. The applicant's organization name and address shall appear in the upper left corner of the package.

Submission of RFP by fax or e-mail is not acceptable. Submissions may be delivered to CMAP in person or sent (by U.S. Postal Service or other reliable means) to the following address:

Chicago Metropolitan Agency for Planning
Attn: Grant/Contract Officer
Response to RFP No.088
233 S. Wacker Drive, Suite 800
Chicago, IL 60606

There will be no public opening for this RFP. Late submissions will be rejected and returned unopened.

Questions may be referred to Margaret McGrath, (312) 386-8788 or Email: mmcgrath@cmaphillinois.gov.

SECTION 4: Contractual Agreement and Rights

Contractual Agreement

The contract CMAP anticipates awarding as a result of this RFP and subsequent rate submissions and negotiations, if any, will indicate the service requirements, time periods involved and applicable hourly rates. In addition, it will include the General Provisions, Section 5 hereto, and Special Provisions, Section 6 hereto, which will apply to the contract.

Reservation of Rights

CMAP reserves the following rights if using them will be more advantageous to CMAP:

- a. Withdraw this RFP at any time without prior notice.
- b. Accept or reject any and all submissions, or any item or part thereof
- c. Postpone qualifications due date.
- d. Not award a contract to any submitter responding to this RFP.
- e. Award a contract without negotiations or discussions.

Contractors who are or have been seriously deficient in current or recent contract performance in the absence of evidence to the contrary or circumstances properly beyond the control of the Contractor shall be presumed to be unable to meet these requirements. Past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility.

SECTION 5: General Provisions

The following provisions apply to the solicitation to which this section is attached and to any contract that results from the solicitation:

1. Complete Agreement.

- a. This Agreement (which also may be herein referred to as "Contract"), including all exhibits and other documents incorporated or referenced in the agreement, constitutes the complete and exclusive statement of the terms and conditions of the agreement between CMAP and Contractor and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions.
- b. Order of Precedence: Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of the executed contract, including its exhibits; (2) the provisions of the RFP on which the contract is based including any and all Addendums; (3) the proposal submitted to CMAP by the Contractor in response to said RFP; and (4) any other documents cited or incorporated herein by reference.
- c. CMAP's failure to insist in any one or more instances upon the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of CMAP's right to such performance by Contractor or to future performance of such terms or conditions and Contractor's obligation in respect thereto shall continue in full force and effect. Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions that can affect the work or the cost thereof. Any failure by Contractor to do so will not relieve it from responsibility for successfully performing the work without additional expense to CMAP.
- d. CMAP assumes no responsibility for any understanding or representations made by any of its officers, employees or agents prior to the execution of this Agreement, unless such understanding or representations by CMAP are expressly stated in this Agreement.
- e. Changes: CMAP may from time to time order work suspension or make any change in the general scope of this Agreement including, but not limited to changes, as applicable, in the drawings, specifications, delivery schedules or any other particular of the description, statement of work or provisions of this Agreement. If any such change causes an increase or decrease in the cost or time required for performance of any part of the work under this Agreement, the Contractor shall promptly notify CMAP thereof and assert its claim for adjustment within thirty (30) days after the change is ordered. A written amendment will be prepared for agreement between CMAP and the Contractor for changes in scope, time and/or costs. No amendments are effective until there is a written agreement that has been signed by both parties. No claim by the Contractor for equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement.
- f. Changes to any portion of this Agreement shall not be binding upon CMAP except when specifically confirmed in writing by an authorized representative of CMAP.

2. Chicago Metropolitan Agency for Planning Designee. Only the Executive Director of CMAP, or designee, shall have the authority to act for and exercise any of the rights of CMAP as set forth in this Agreement, subsequent to and in accordance with the authority granted by CMAP's Board of Directors.

3. Allowable Charges. No expenditures or charges shall be included in the cost of the Project and no part of the money paid to the Contractor shall be used by the Contractor for expenditures or charges that are: (i) contrary to provisions of this Agreement or the latest budget approved by a duly-authorized official of CMAP; (ii) not directly for carrying out the Project; (iii) of a regular and continuing nature, except that of salaries and wages of appointed principal executives of the Contractor who have not been appointed specifically for

the purposes of directing the Project, who devote official time directly to the Project under specific assignments, and respecting whom adequate records of the time devoted to and services performed for the Project are maintained by the Contractor may be considered as proper costs of the Project to the extent of the time thus devoted and recorded if they are otherwise in accordance with the provisions hereof; or (iv) incurred without the consent of CMAP after written notice of the suspension or termination of any or all of CMAP's obligations under this Agreement.

4. Reports and Methods of Payment.

- a. Based on services performed, Contractor may submit invoices as frequently as once a month. CMAP is committed to reducing paper use and has established an electronic invoicing system. All invoices are to be submitted through email to:

accounting@cmap.illinois.gov

- b. Subject to the conditions of this Agreement, CMAP will honor invoices in amounts deemed by it to be proper to insure the carrying out of the approved scope of services and shall be obligated to pay the Contractor such amounts as may be approved by CMAP. Invoices shall detail expenses and amount of time spent on CMAP assignments. If an invoice is not acceptable, CMAP shall promptly provide the Contractor a written statement regarding its ineligibility or deficiencies to be eliminated prior to its acceptance and processing.
- c. All payments will be transferred electronically to Contractor's business bank account. The successful Contractor will be requested to provide transfer numbers for the business bank account when the contract is finalized.

5. Audit and Access to Records.

- a. The Contractor and its subcontracts under this Agreement shall preserve and produce upon request of the authorized representatives of CMAP all data, records, reports, correspondence and memoranda of every description of the Contractor and its subcontractors, if any, under this Agreement relating to carrying out this Agreement for the purposes of an audit, inspection or work review for a period of three (3) years after completion of the project, except that:
- (1) If any litigation, claim or audit is started before the expiration of three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
 - (2) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.
- b. The Contractor shall include in all subcontracts, if any, under this Agreement a provision that CMAP will have full access to and the right to examine any pertinent books, documents, papers, and records of any such subcontractor involving transactions related to the subcontract for three (3) years from the final payment under that subcontract except that:
- (1) If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

- (2) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

The term "subcontract" as used in this clause excludes purchase orders not exceeding \$2,500.

6. Suspension. If the Contractor fails to comply with the special conditions and/or the general terms and conditions of this Agreement, CMAP may, after written notice to the Contractor, suspend the Agreement and withhold further payments or prohibit the Contractor from incurring additional obligations of funds pending corrective action by the Contractor. If corrective action has not been completed within sixty (60) calendar days after service of written notice of suspension, CMAP shall notify the Contractor in writing that the Agreement has been terminated by reason of default in accordance with paragraph 11 hereof. CMAP may determine to allow such necessary and proper costs which the Contractor could not reasonably avoid during the period of suspension provided such costs meet the provisions of the U.S. Office Management and Budget Circular A-87 in effect on the date first above written.

7. Termination.

- a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure (hereinafter termed "Termination by Default") by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no such termination may be affected unless the other party is given (i) not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to Termination by Default, and (ii) an opportunity for consultation with the terminating party prior to Termination by Default.
- b. This Agreement may be terminated in whole or in part in writing by CMAP for its convenience (hereinafter termed "Termination for Convenience"), provided that the Contractor is given not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate.
- c. If Termination by Default is effected by CMAP, an equitable adjustment in the price provided for in this Agreement shall be made, but (i) no amount shall be allowed for anticipated profit on unperformed services or other work, and (ii) any payment due to the Contractor at the time of termination may be adjusted to the extent of any additional costs occasioned to CMAP by reason of the Contractor's default. If Termination by Default is effected by the Contractor, or if Termination for Convenience is effected by CMAP, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide payment to the Contractor for services rendered and expenses incurred prior to termination, in addition CMAP may include cost reasonably incurred by the Contractor relating to commitments which had become firm prior to termination.
- d. Upon notice of termination action pursuant to paragraphs (a) or (b) of this clause, the Contractor shall (i) promptly discontinue all services affected (unless the notice directs otherwise) and (ii) deliver or otherwise make available to CMAP all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process.
- e. Upon termination pursuant to paragraphs (a) or (b) of this clause, CMAP may take over the work and prosecute the same to completion by agreement with another party otherwise.

- f. In the event the Contractor must terminate this Agreement due to circumstances beyond its control, the termination shall be deemed to have been effected for the convenience of CMAP. In such event, adjustment of the price provided for in this Agreement shall be made as provided in paragraph c of this clause.
8. Remedies. Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between CMAP and the Contractor arising out of or relating to this Agreement or the breach thereof will be decided by arbitration. If the parties hereto mutually agree, a request for remedy may be sought from a court of competent jurisdiction within the State of Illinois, County of Cook.
9. Equal Employment Opportunity. The Contractor will comply with Executive Order 11246 entitled "Equal Employment Opportunity," as amended by U.S. Department of Labor regulations (41 CFR Part 60). In connection with the execution of this Agreement, the Contractor shall not discriminate against any employee or an applicant for employment because of race, religion, color, sex, national origin, ancestry, or physical or mental handicap unrelated to ability. The Contractor shall take affirmative actions to insure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, national origin, ancestry, or physical or mental handicap unrelated to ability. Such actions shall include, but not be limited to, employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, and selection for training or apprenticeship. The Contractor shall cause the provisions of this paragraph to be inserted into all subcontractors work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that such provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
10. Small and Minority Business Enterprise. In connection with the performance of this Agreement the Contractor will cooperate with CMAP in meeting its commitments and goals with respect to the maximum utilization of small business and minority business enterprises, and will use its best efforts to insure that small business and minority business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Agreement.
11. Political Activity. No portion of funds for this subcontract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.
12. Prohibited Interest.
- a. No officer or employee of CMAP and no member of its governing body and no other public official of any locality in which the Project objectives will be carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such objectives shall (i) participate in any decision relating to any subcontract negotiated under this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; or (ii) have any financial interest, direct or indirect, in such subcontract or in the work to be performed under such contract.
 - b. No member of or delegate of the Illinois General Assembly or the Congress of the United States of America, and no federal Resident Commissioner, shall be admitted to any share hereof or to any benefit arising herefrom.
 - c. The Contractor warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Agreement, upon an agreement or understanding for a commission, percentage, bonus, brokerage or contingent fee, or gratuity, excepting its bona fide employees. For breach or violation of this warranty

CMAP shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage bonus, brokerage or contingent fee, or gratuity.

13. Federal Reporting Standards.

- a. The Contractor agrees that any material or design specified by the Contractor or supplied by the Contractor pursuant to this Agreement shall not infringe any patent or copyright and the Contractor shall be solely responsible for securing any necessary licenses required for patented or copyrighted material used by the Contractor.
- b. If any claim is brought against CMAP by third parties for alleged infringement of third-party patent and copyright and intellectual rights, which claim is caused by breach of the Contractor's promise as contained in paragraph a of this clause, the Contractor shall save harmless and indemnify CMAP from all loss, damage or expense (including attorney's fees) due to defending CMAP from such claim.
- c. If the principal purpose of this Agreement is to create, develop or improve products, processes or methods; or to explore into fields which directly concern public health, safety or welfare, or if the Project is in a field of science or technology in which there has been little significant experience outside of work funded by federal assistance; and any discovery or invention arises or is developed in the course of or under this Agreement, such invention or discovery shall be subject to the reporting and rights provisions of U.S. Office of Management and Budget Circular No. A-102, and to the pertinent regulations of the grantor agency(ies) in effect on the date of execution of this Agreement. The Contractor shall include provisions appropriate to effectuate the purpose of this condition in all subcontracts under this Agreement involving research, developmental, experimental or demonstration work.

14. Assignment.

- a. This agreement shall be binding upon, and inure to the benefit of, the respective successors, assigns, heirs, and personal representatives of CMAP and Contractor. Any successor to the Contractor's rights under this Agreement must be approved by CMAP unless the transaction is specifically authorized under federal law. Any successor will be required to accede to all the terms, conditions and requirements of the Agreement as a condition precedent to such succession.
- b. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of CMAP hereto, provided, however, that claims for money due or to become due to the Contractor from CMAP under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished to CMAP.

15. Subcontracts.

- a. Any subcontractors or outside associates or contractors required by the Contractor in connection with the services covered by this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations. Any substitutions in or additions to such subcontractors, associates or contractors will be subject to the prior approval of CMAP.
- b. All subcontracts for work under this Agreement shall contain those applicable provisions which are required in this Agreement.

c. The Contractor may not subcontract services agreed to under this Agreement without prior written approval of CMAP.

16. Conflict of Interest. In order to avoid any potential conflict or interest, the Contractor agrees during the term of this Agreement not to undertake any activities which could conflict directly or indirectly with the interest of CMAP. Contractor shall immediately advise CMAP of any such conflict of interest. CMAP shall make the ultimate determination as to whether a conflict of interest exists.

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

18. Software. All software and related computer programs produced and developed by the Contractor (or authorized contractor or subcontractor thereof) in carrying out the Contractor's obligation hereunder, without limitation and whether preliminary or final, shall become and remain the property of both CMAP and the Contractor. CMAP shall be free to sell, give, offer or otherwise provide said software and related computer programs to any other agency, department, commission, or board of the State of Illinois, as well as any other agency, department, commission, board, or other governmental entity of any country, state, county, municipality, or any other unit of local government or to any entity consisting of representative of any unit of government, for official use by said entity. Additionally, CMAP shall be free to offer or otherwise provide said software and related computer programs to any current or future contractor.

CMAP agrees that any entity to whom the software and related computer programs will be given, sold or otherwise offered shall be granted only a use license, limited to use for official or authorized purposes, and said entity shall otherwise be prohibited from selling, giving or otherwise offering said software and related computer programs without the written consent of both CMAP and the Contractor.

19. Publication. CMAP shall have royalty-free, nonexclusive and irrevocable license to reproduce, publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials specifically prepared under this Agreement, and to authorize other material to do so. The Contractor shall include provisions appropriate to effectuate the purpose of this clause in all subcontracts for work under this Agreement.

20. Identification of Documents. All reports, maps, and other documents completed as part of this Agreement, other than documents exclusively for internal use within the Contractor's offices, shall carry the following notation on the front cover or a title page or, in the case of maps, in the same area which contains the name of CMAP and of the Contractor. "This material was prepared in consultation with CMAP, the Chicago Metropolitan Agency for Planning, (<http://www.cmap.illinois.gov>)."

21. Force Majeure. Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the Federal, state or local government; national fuel shortage; or a material act of omission by the other party; when

satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

22. Workers' Compensation Insurance. The Contractor and any subcontractors shall, at their own expense, obtain and maintain Workers' Compensation insurance to cover persons employed in connection with services under this agreement. The limits for the Worker's Compensation coverage shall be no less than the statutory limits required by the State of Illinois. A certificate of insurance must be included with this contract.
23. Independent Contractor. Contractor's relationship to CMAP in the performance of this Agreement is that of an independent contractor. Contractor's personnel performing work under this Agreement shall at all times be under Contractor's exclusive direction and control and shall be employees of Contractor and not employees of CMAP. Contractor shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including, but not limited to, social security, income tax withholding, unemployment compensation, workers' compensation insurance and similar matters.
24. Federal, State and Local Laws. Contractor warrants that in the performance of this Agreement it shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder. Since laws, regulations, directives, etc. may be modified from time-to-time, the contractor shall be responsible for compliance as modifications are implemented. The Contractor's failure to comply shall constitute a material breach of this contract.
25. Hold Harmless and Indemnity. Contractor shall indemnify, defend and hold harmless CMAP, its officers, directors, employees and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss, or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct of Contractor, its officers, directors, employees, agents, subcontractors or suppliers, in connection with or arising out of the performance of this Agreement.
26. International Boycott. Contractor certifies that neither Contractor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulation of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
27. Forced Labor. Contractor certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to CMAP under this agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

Federally Funded Agreements

- A. **Standard Assurances.** The CONTRACTOR 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 CONTRACTOR recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR assures that it will comply with all requirements of 49 CFR Part 21; FTA Circular 4702.1A, "Title VI and Title VI - Dependent Guidelines for Federal Transit Administration Recipients," and other applicable directives, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the CONTRACTOR 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 CONTRACTOR retains ownership or possession of the project property, whichever is longer, the CONTRACTOR 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 CONTRACTOR 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.** The CONTRACTOR certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of OMB Circular A 102 Common Rule.

E. **Cost Principles.** The cost principles of this Agreement are governed by the cost principles found in 49 CFR Part 18.22, and all costs included in this Agreement are allowable under 49 CFR Part 18.22.

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

The inability of the CONTRACTOR to certify to the certification in this section will not necessarily result in denial of participation in this Agreement. The CONTRACTOR 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 CMAP determined whether to enter into this transaction. If it is later determined that the CONTRACTOR knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, CMAP may terminate this Agreement for cause. The CONTRACTOR shall provide immediate written notice to CMAP if at any

time the CONTRACTOR 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 CONTRACTOR 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 CMAP. The CONTRACTOR agrees that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” provided by CMAP, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The CONTRACTOR may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless the CONTRACTOR knows the certification is erroneous. The CONTRACTOR may decide the method and frequency by which it determines the eligibility of its principals. The CONTRACTOR may, but is not required to, check the Non-procurement List. If the CONTRACTOR 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, CMAP may terminate this Agreement for cause or default.

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

- G. **Single Audit.** The Single Audit Act of 1984 (Public Law 98-502) and the Single Audit Amendments of 1996 (P.L. 104-156) require the following:
1. State or local governments that receive \$500,000 or more a year in federal financial assistance shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133.
 2. State or local governments that receive less than \$500,000 a year shall be exempt from compliance with the Act and other federal requirements.
 3. Nothing in this paragraph exempts state or local governments from maintaining records of federal financial assistance or from providing access to such records to federal Agencies, as provided for in federal law or in Circular A-133 “Audits of States, Local Governments and Non-Profit Organizations.”
 4. A copy of the audit report must be submitted to CMAP within 30 days after completion of the audit, but no later than one year after the end of the CONTRACTOR’S fiscal year.
- H. **Drug Free Workplace.** The CONTRACTOR certifies that it will comply with the requirements of the federal Drug Free Workplace Act, 41 U.S.C. 702 as amended, and 49 CFR 32.
- I. **Disadvantaged Business Enterprise Assurance.** In accordance with 49 CFR 26.13(a), as amended, the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR, and failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification by the Federal Government or CMAP to the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR certifies that its procurements and procurement system will comply with all applicable third party procurement requirements of Federal laws, executive orders, regulations, and FTA directives, and requirements, as amended and revised, as well as other requirements FTA may issue including FTA Circular 4220.1F, "Third Party Contracting Guidance," and any revisions thereto, to the extent those requirements are applicable. The CONTRACTOR certifies that it will include in its contracts financed in whole or in part with FTA assistance all clauses required by Federal laws, executive orders, or regulations, and will ensure that each subrecipient and each contractor will also include in its subagreements and its contracts financed in whole or in part with FTA assistance all applicable clauses required by Federal laws, executive orders, or regulations.
- L. **Intelligent Transportation Systems Program.** As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture."
1. In accordance with Section 5307(c) of SAFETEA-LU, 23 U.S.C. 502 note, the CONTRACTOR assures it will comply with all applicable requirements of Section V (Regional ITS Architecture and Section VI (Project Implementation)) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and other FTA requirements that may be issued in connection with any ITS project it undertakes financed with Highway

Trust Funds (including funds from the mass transit account) or funds made available for the Intelligent Transportation Systems Program authorized by SAFETEA-LU, 23 U.S.C. 502 note.

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

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

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

As required by OMB, the CONTRACTOR 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:
 - i. Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
 - ii. 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;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
 - iv. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
 - v. The Drug Abuse, Prevention, Treatment and Rehabilitation Act, Public Law 92-255, and amendments thereto, 21 U.S.C. 1101 *et seq.* relating to nondiscrimination on the basis of drug abuse;
 - vi. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Public Law 91-616, and amendments thereto, 42 U.S.C. 4541 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - vii. The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-2 related to confidentiality of alcohol and drug abuse patient records;
 - viii. 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;

- ix. 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
 - x. Any other nondiscrimination statute(s) that may apply to the project.
6. Will comply with all federal environmental standards applicable to the project, including but not limited to:
- xi. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;
 - xii. Notification of violating facilities pursuant to Executive Order 11738;
 - xiii. Protection of wetlands pursuant to Executive Order 11990;
 - xiv. Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
 - xv. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 et seq.;
 - xvi. Conformity of federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 et seq.;
 - xvii. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;
 - xviii. Protection of endangered species under the Endangered Species Act of 1973, as amended;
 - xix. The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 et seq., which relates to protecting components or potential components of the national wild scenic rivers system.
7. Will comply with all other federal statutes applicable to the project, including but not limited to:
- xx. Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which provides for fair and equitable treatment of persons displaced whose property is acquired as a result of federal or federally-assisted programs;
 - xxi. The Hatch Act, 5 U.S.C. 1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds;
 - xxii. The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
 - xxiii. Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470;
 - xxiv. Executive Order 11593, which relates to identification and protection of historic properties;
 - xxv. The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 et seq.;
 - xxvi. The Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 et seq., which relates to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by a federal award of assistance;
 - xxvii. The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 et seq., which relates to prohibiting the use of lead-based paint in construction or rehabilitation of residence structures;

xxviii. The Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

- O. **Energy Conservation** To the extent applicable, the CONTRACTOR and its third party contractors at all tiers shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Section 6321 et seq.
- P. **Clean Water** For all contracts and subcontracts exceeding \$100,000, the CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Water Pollution Control Act, 33 U.S.C. Section 1251 et seq.
- Q. **Clean Air** For all contracts and subcontracts exceeding \$100,000, the CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq.
- R. **Eligibility For Employment In The United States** The CONTRACTOR shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Forms (I-9). These forms shall be used by the CONTRACTOR to verify that persons employed by the CONTRACTOR are eligible to work in the United States.
- S. **Buy America** Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of satisfactory quality; or that inclusion of domestic materials will increase the cost of overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.
- T. **False Or Fraudulent Statements Or Claims** The CONTRACTOR acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the DEPARTMENT in connection with this Agreement, CMAP reserves the right to impose on the CONTRACTOR the penalties of 18 U.S.C. Section 1001, 49 U.S.C. Section 5307, 31 U.S.C. Section 3801, and 49 CFR Part 31, as CMAP may deem appropriate. CONTRACTOR agrees to include this clause in all state and federal assisted contracts and subcontracts.
- U. **Changed Conditions Affecting Performance** The CONTRACTOR shall immediately notify CMAP of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
- V. **Third Party Disputes Or Breaches** The CONTRACTOR agrees to pursue all legal rights available to it in the enforcement or defense of any third party contract, and FTA or U.S. DOT and CMAP reserve the right to concur in any compromise or settlement of any third party contract claim involving the CONTRACTOR. The CONTRACTOR will notify FTA or U.S. DOT and CMAP of any current or prospective major dispute pertaining to a third party contract. If the CONTRACTOR seeks to name CMAP as a party to the litigation, the CONTRACTOR agrees to inform both FTA or U.S. DOT and CMAP before doing so. CMAP retains a right to a proportionate share of any proceeds derived from any third party recovery. Unless permitted otherwise by CMAP, the CONTRACTOR will credit the Project Account with any liquidated damages recovered. Nothing herein is intended to nor shall it waive U.S. DOT's, FTA's or CMAP's immunity to suit.

- W. **Fly America** CONTRACTOR will comply with 49 U.S.C. §40118, 4 CFR §52 and U.S. GAO Guidelines B- 138942, 1981 U.S. Comp. Gen. LEXIS 2166, March 31, 1981 regarding costs of international air transportation by U.S. Flag air carriers.
- X. **Non-Waiver** The CONTRACTOR agrees that in no event shall any action or inaction on behalf of or by CMAP, including the making by CMAP of any payment under this Agreement, constitute or be construed as a waiver by CMAP of any breach by the CONTRACTOR of any terms of this Agreement or any default on the part of the CONTRACTOR which may then exist; and any action, including the making of a payment by CMAP, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to CMAP in respect to such breach or default. The remedies available to CMAP under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.
- Y. **Preference for Recycled Products** To the extent applicable, the CONTRACTOR agrees to give preference to the purchase of recycled products for use in this Agreement pursuant to the various U.S. Environmental Protection Agency (EPA) guidelines, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.
- Z. **Cargo Preference - Use of United States Flag Vessels.** The CONTRACTOR agrees to comply with 46 U.S.C. § 55305 and 46 CFR Part 381 and to insert the substance of those regulations in all applicable subcontracts issued pursuant to this Agreement, to the extent those regulations apply to this Agreement.
- AA. **Central Contractor Registration -** CONTRACTOR is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores and disseminates business information about the federal government's trading partners in support of the contract award, grants and the electronic payment processes. If the CONTRACTOR does not have a CCR number, the CONTRACTOR must register at <https://www.bpn.gov/ccr>

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

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

All of the requirements listed in **Federally Funded Agreements**, paragraphs A through AA apply to the federally funded project. The Contractor agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

SECTION 6: Special Provisions

1. Workers' Compensation. The State of Illinois Worker's Compensation Code requires the securing of workers' compensation by all non-state employers. The Submitter shall attest to understanding and complying with the State of Illinois Workers' Compensation Code requirement and submit a completed "Certificate Regarding Workers' Compensation Insurance," Attachment 2 to the RFP. In addition, the Submitter shall provide and maintain a waiver of subrogation endorsement.

Attachment 1: Price Proposal Form

In response to Chicago Metropolitan Agency for Planning (CMAP) Request for Proposal (RFP) 088 to provide Assistance with Local Technical Assistance and Community Planning Program Projects dated April 13, 2012, the undersigned, as an individual(s) with the authority to bind the Proposer, understands and agrees to the specifications, terms, conditions and provisions of the RFP and prices proposed below unless otherwise modified by mutual agreement of the parties. It is also agreed that the proposal submitted in response to the RFP is valid for ninety (90) calendar days from the proposal due date.

Please enter pricing into the following matrixes. Both Prequalified Contractor List Project Scope of Work hourly rates and the three Specific Project Scope of Works total costs **must be completed in full**.

Please provide additional specifics where possible. Rates for all staff that may work on future projects, including subcontractors, must be included in the prequalified contractor list matrix. If price structure is variable by which of the firm's employees are assigned, specify the employee billing level and the cost per hour for this level. Provide a separate complete matrix for each of the three specific project scopes of work. All costs must be included.

Attach additional sheets if necessary. For ease of entry, feel free to copy and paste the tables into an Excel spreadsheet; insert lines as necessary.

Prequalified Contractor List Project Scope of Work

Primary Firm

	Current Staff Names	Staff Titles	Hourly Rates
Staff Level 1			
Staff Level 2			
Staff Level 3			
Staff Level 4			

Subcontractors

	Firm Name	Staff Titles	Hourly Rates
Staff Level 1			
Staff Level 2			
Staff Level 3			
Staff Level 4			

Acknowledgement of Receipt of Addenda if any:
(If none received, write "NONE.")

Addendum Number Date Received

If awarded a contract, the undersigned hereby agrees to sign the contract and to furnish the necessary certificates if any.

Proposer's Authorized Signatory (Print): _____

Signature: _____

Title: _____

Company Name: _____

Address: _____

Telephone Number: _____

Date: _____

**Specific Project A
 Transportation Access Study for LeClaire Courts Redevelopment Project**

Primary Firm (please repeat name) _____

	Hourly Rates	Number of Hours	Total Cost
Staff Level 1			
Staff Level 2			
Staff Level 3			
Staff Level 4			
Travel and other fixed expenses (please describe)			
TOTAL			

Subcontractor (please enter name) _____

	Hourly Rates	Number of Hours	Total Cost
Staff Level 1			
Staff Level 2			
Staff Level 3			
Staff Level 4			
Travel and other fixed expenses (please describe)			
TOTAL			

Subcontractor (please enter name) _____

	Hourly Rates	Number of Hours	Total Cost
Staff Level 1			
Staff Level 2			
Staff Level 3			
Staff Level 4			
Travel and other fixed expenses (please describe)			
TOTAL			

Project Total _____

Specific Project B
Land Use and Economic Development Planning for I-294 / I-57 Interchange

Primary Firm (please repeat name) _____

	Hourly Rates	Number of Hours	Total Cost
Staff Level 1			
Staff Level 2			
Staff Level 3			
Staff Level 4			
Travel and other fixed expenses (please describe)			
TOTAL			

Subcontractor (please enter name) _____

	Hourly Rates	Number of Hours	Total Cost
Staff Level 1			
Staff Level 2			
Staff Level 3			
Staff Level 4			
Travel and other fixed expenses (please describe)			
TOTAL			

Subcontractor (please enter name) _____

	Hourly Rates	Number of Hours	Total Cost
Staff Level 1			
Staff Level 2			
Staff Level 3			
Staff Level 4			
Travel and other fixed expenses (please describe)			
TOTAL			

Project Total _____

Specific Project C
Comprehensive Plan and Zoning Revisions for Village of Richton Park

Primary Firm (please repeat name) _____

	Hourly Rates	Number of Hours	Total Cost
Staff Level 1			
Staff Level 2			
Staff Level 3			
Staff Level 4			
Travel and other fixed expenses (please describe)			
TOTAL			

Subcontractor (please enter name) _____

	Hourly Rates	Number of Hours	Total Cost
Staff Level 1			
Staff Level 2			
Staff Level 3			
Staff Level 4			
Travel and other fixed expenses (please describe)			
TOTAL			

Subcontractor (please enter name) _____

	Hourly Rates	Number of Hours	Total Cost
Staff Level 1			
Staff Level 2			
Staff Level 3			
Staff Level 4			
Travel and other fixed expenses (please describe)			
TOTAL			

Project Total _____

Attachment 2: Certificate Regarding Workers' Compensation Insurance

Certificate Regarding Workers' Compensation Insurance

In conformance with current statutory requirements of Section 820 ILCS 305/1 et. seq., of the Illinois Labor Code, the undersigned certifies as follows:

"I am aware of the provisions of Section 820 ILCS 305/1 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of the work of this contract."

Bidder/Contractor _____

Signature _____

Name and Title _____

Date _____

Attachment 3: Information to be provided by Bidder

The Bidder is required to supply the following information (if necessary, attach additional sheets):

Firm Name: _____ Contact Person: _____

Business Address:

Telephone: (____) _____ FAX: (____) _____ E-mail: _____

Years of Experience: _____

Type of Firm – Sole Proprietor, Partnership, Corporation, Joint Venture; Etc.: _____

Organized under the laws of state of: _____

Business License No.: _____ Business License Expiration Date: _____

List names and addresses of owners of the firm or names and titles of officers of the corporation:

Client list of services rendered currently and/or in the recent past:

<u>Type of Service/Product</u>	<u>Date Completed</u>	<u>Name and Address of Client</u>	<u>Contact Name and Phone Number</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Credit References (Include contact person's name, address, and telephone number for at least three references, one of which must be the Bidder's bank):

a. _____

b. _____

c. _____

Bidder hereby certifies that it (check one): _____ IS _____ IS NOT an eligible Disadvantaged Business Enterprise (DBE) as defined Sec. III, provision 31g1). If "IS" is checked, attach copy of document that certifies Bidder's status as a DBE.

RFP 088, Appendix A

SPECIFIC PROJECT A

TRANSPORTATION ACCESS STUDY FOR LECLAIRE COURTS REDEVELOPMENT PROJECT

This project involves the proposed redevelopment of the former LeClaire Courts public housing development into a mixed-income community that features Transit Oriented Development (TOD). This area is roughly bounded by I-55 to the north, Cicero Avenue to the east, 45th Street to the south, and LaVergne Avenue to the west. The redevelopment is being undertaken by the Chicago Housing Authority (CHA) as part of its Plan for Transformation, which is a blueprint for comprehensive renewal of public housing in Chicago. Under the Plan for Transformation, 25,000 units of public housing are to be redeveloped or rehabilitated, including the multi-phase transformation of the former 300-unit LeClaire Courts public housing into a mixed-income community. The project presents an opportunity to address the housing, transportation, and economic needs of not only LeClaire Courts residents, but the broader LeClaire Hearst community.

CHA is committed to the sustainable redevelopment of its current and planned public housing communities, and is developing an ambitious but achievable vision for the future of LeClaire Courts emphasizing affordability, diversity, accessibility, and economic opportunity. CHA recognizes that transportation access is a critical part of the sustainable redevelopment of this site, and is working with CMAP to address this issue.

The Project Authorization Order (PAO) for this project is expected to be approximately one year in length, beginning in July 2012 and concluding in June 2013.

Scope of Services

This project seeks to select a contractor to prepare a study of transportation access and similar issues for the LeClaire Courts redevelopment project. This project is meant to ensure that CHA's redevelopment of this site takes advantage of nearby transportation opportunities and integrates with them in a supportive way. It is also meant to provide guidance to CHA on the feasibility of transportation improvements that would improve access to the LeClaire Courts site. Finally, it is also meant to gauge the potential market for commercial development along the major arterial (Cicero Avenue) that LeClaire Courts borders.

The study undertaken through this project **will not** focus on the design of the actual LeClaire Courts site, which will be conducted by CHA through a separate, future contract. The study undertaken through this project **will** provide general guidelines for how the site development can maximize access to the surrounding transportation system as well as internal accessibility, but this will be in the form of guidelines rather than specific site design.

The location of the site is roughly bounded by I-55 to the north, Cicero Avenue to the east, 45th Street to the south, and LaVergne Avenue to the west. However, the study area for this transportation access study will extend beyond these boundaries to include Pulaski Avenue to the east, Archer Avenue to the south, and Central Avenue to the west. (These boundaries are approximate and will be finalized through discussions with the selected contractor.) Because of its close proximity, Midway Airport should also be considered as a major trip generator and multi-modal surface transportation hub, but the study is not expected to address aviation in any way.

Contractors should provide a proposal that will lead to the production of the following deliverables:

- An existing conditions report (an interim product) which thoroughly and comprehensively documents the existing transportation system in the area of LeClaire Courts. This report should take a multi-modal approach, addressing: roadway conditions, traffic volumes, and congested areas; transit options, including CTA, Metra, and Pace services; non-motorized transportation options; and freight traffic, including rail and trucking. The report should identify barriers (real or perceived) to use of alternative transportation in the area. It should also describe current travel patterns by residents, workers, and visitors to the area. The existing conditions report is expected to include high-quality maps, charts, and tables to support the analysis, and is expected to be approximately 30-50 pages in length (including maps and graphics).
- An examination of the feasibility of different transportation improvements that would improve access to the LeClaire Courts site. This deliverable will require extensive coordination with transportation implementers including CTA, Metra, Pace, CDOT, and IDOT. It should include the identification of potential service or capital improvements to the transportation system in the area of LeClaire Courts. These may include ideas such as more frequent CTA bus service on Cicero Avenue; Bus Rapid Transit, shoulder-riding, or conventional bus service operated by Pace on I-55; an additional Metra stop on the Heritage Corridor line; and others. Further, it should involve an assessment of the physical feasibility of each of the potential improvements, as well as the financial feasibility of the improvements occurring within a 30-year planning horizon. Please note that this deliverable is meant for the use of CHA in its design of the LeClaire Courts site, as an advisory document guiding their design decisions; it will not constrain the activities of the transportation implementers. This deliverable is expected to result in a report that lists potential improvements, describes their characteristics, and assesses their feasibility. It is expected to be approximately 30-50 pages in length (including maps and graphics).
- A set of guidelines for the redevelopment of LeClaire Courts that address transportation accessibility. As noted above, this project is not addressing the actual design of LeClaire Courts. However, it should provide guidance to CHA on the general principles that should be following during the site design process to maximize transportation accessibility. This document should describe opportunities to most effectively interface with the external transportation system, including vehicle access points, transit stops, and bicycle and pedestrian systems. It also should include general discussion of development features that support the use of alternative transportation. This document should not include specific designs for the LeClaire Courts site, but be usable by CHA to guide the future actions of a developer selected to create the site design. This deliverable is expected to include diagrams, sketches, and a limited number of maps, and be approximately 15-20 pages (including maps and graphics).
- A market analysis that assesses the market for commercial development in the Cicero Avenue corridor, which is the eastern boundary of the LeClaire Courts site. It is possible that the redevelopment of LeClaire Courts will include some commercial development in this area. The market analysis should assess the existing and potential future demand for this type of development, and provide CHA with guidance on the types of commercial development that might be most successful. This document will not include detailed site planning or design. The market analysis is expected to be approximately 15-20 pages in length.

Contractors should demonstrate their ability to conduct the work described above. In their proposal, each contractor should:

- Expand further on the likely contents and format of the four deliverables described above. Contractors should demonstrate extensive knowledge of the various elements to be included in each of the deliverables.
- Provide a narrative describing the process that will be used to produce the deliverables described above. Contractors should specify their approach as it relates to:
 - Conducting the technical analysis necessary to produce the above deliverables.

- Involving key stakeholders, specifically transportation implementers including CTA, Metra, Pace, RTA, CDOT, IDOT, freight railroads, and other relevant groups.
 - Engaging the general public and elected officials in the study process.
 - Interacting with CMAP and CHA on the management and oversight of the study.
- Provide at least two examples of similar work that the contractor has completed. Specify the client, the date prepared, and the approximate cost for each example.
- Provide costs for this project. Specify number of hours, hourly rates, and any other expenses in the cost total.

RFP 088, Appendix B

SPECIFIC PROJECT B

LAND USE AND ECONOMIC DEVELOPMENT PLANNING FOR I-294 / I-57 INTERCHANGE

The construction of a new interchange at I-294 and I-57 is one of the major transportation capital projects recommended in the GO TO 2040 plan, adopted by CMAP in fall 2010. There is now an opportunity to plan proactively for land use and economic development in the surrounding area. If properly reflected in the plans of nearby communities, this project could have significant positive effects in these areas. This will be a multijurisdictional project, involving the municipalities of Dixmoor, Harvey, Markham, Midlothian, and Posen. It will also involve the South Suburban Mayors and Managers Conference (SSMMA) in a leadership role, as well as Cook County in a supporting role. State and regional agencies may also be asked to participate.

The final deliverable of this project will be a report that provides recommendations to the five participating municipalities for land use and economic development actions to be taken, which will include modifications to local planning documents (comprehensive plan, zoning ordinances, design guidelines, or other development regulations), supporting infrastructure investments, policy changes, joint economic development promotion efforts, and similar actions.

The Project Authorization Order (PAO) for this project is expected to be approximately one year in length, beginning in July 2012 and concluding in June 2013.

Scope of Services

This project seeks to select a contractor to prepare a plan that provides land use and economic development recommendations to the communities of Dixmoor, Harvey, Markham, Midlothian, and Posen. The contractor will work under the direction of CMAP, but is expected to interact frequently with representatives of these communities through a multijurisdictional steering committee. Contractors should expect the steering committee to meet approximately 6 to 8 times over the duration of the project.

A description of the I-294 / I-57 improvement, taken from IDOT's website, is below:

The Illinois Department of Transportation in partnership with the Illinois Tollway is planning to construct a \$600 million improvement involving Interstate 57, Interstate 294 and Illinois Route 83 (147th Street). The improvement will consist of constructing a full interchange with ramps between Interstate 57 and Interstate 294, improvements to 147th Street including a median to accommodate left turn lanes between Kedzie Avenue and Western Avenue/Dixie Highway, and construction of a partial interchange with ramps between Interstate 294 at 147th Street. Interstate 57 at Interstate 294 is one of two locations in the country where two Interstates meet without connecting. The completed Interstate 57/294 Interchange Project will connect these important Interstate highways as well as reduce travel times and congestion on local routes that are being used to facilitate the Interstate to Interstate linkage. (<http://www.dot.il.gov/I57-294/default.html>)

The study area is focused around the I-294 / I-57 interchange, but extends to include nearby transportation facilities as well. The study area is roughly bounded by Pulaski Road / Crawford Avenue on the west, 159th Street on the south, Wood Street / Ashland Avenue on the east, and the northern boundaries of Midlothian, Posen, and Dixmoor on the north.

Prior to the initiation of the project with the consulting firm, several activities will be completed by CMAP. CMAP will work with the communities to form a steering committee that will guide this project, and will accomplish this before the consultant begins work. CMAP will also begin to discuss public engagement strategies with the communities and develop lists of key stakeholders

that should be reached out to. Finally, CMAP will also begin to collect data from participating communities, including relevant plans, zoning ordinances, and other geographic information. This will be transmitted to the contractor once they begin work on the project.

Contractors should provide a proposal that will lead to the production of the following deliverables:

- An existing conditions and opportunities report (an interim product) which describes current conditions in the area, as well as describing the new facility and identifying opportunities that it presents. The report should include a description of existing conditions in the area including history and regional context, summaries of previous plans, demographics, economic conditions, land use and zoning, housing, commercial development, transportation including freight, the natural environment, infrastructure including water and sewer system, and community facilities and services. It should also describe the expected transportation improvements and provide a general assessment of the impacts of the transportation improvements on land use and economic conditions. The existing conditions report is expected to include high-quality maps, charts, and tables to support the analysis, and is expected to be approximately 100 pages in length (including maps and graphics).
- A vision statement which provides general vision, goals, and objectives for redevelopment in the area surrounding the new interchange. The purpose of this step is to develop a shared, multi-community vision of future land use and economic conditions in the area surrounding the I-294/I-57 interchange. This should be based on the existing conditions and opportunities report and public engagement. The vision statement should not contain specific recommendations for action, but should provide general principles to be accomplished through the project. This document should be approximately 4 pages in length, and will be included as one of the chapters of the final plan.
- A memo summarizing the plan's key recommendations. Before the plan is drafted, the consulting firm should prepare a memo describing the key recommendations that are expected to be contained in the final plan. This document will be provided to the steering committee for review and discussion. The purpose of this deliverable is to provide the steering committee members with a summary of key recommendations before much time is spent writing them up in detail; if there are significant problems with any elements of the plan, they should surface at this point. The memo should be approximately 4 pages in length.
- A draft plan which includes text recommendations for action, with support from graphics and maps. The exact chapters and content of the plan is not yet certain, as this will be based on the results of the existing conditions and opportunities analysis as well as the public engagement results. However, contractors should expect that plan recommendations will focus on land use and economic development actions to be taken, which will include modifications to local planning documents (comprehensive plan, zoning ordinances, design guidelines, or other development regulations), supporting infrastructure investments, policy changes, joint economic development promotion efforts, and similar actions. The plan should make general recommendations that apply to the overall study area, but also focused recommendations for each of the five participating municipalities, as well as the other members of the steering committee. The plan should include language concerning implementation, including descriptions of actions that should be taken within the next two years to advance its recommendations. The plan is expected to be approximately 60-80 pages in length, not counting appendices.
- A final plan which is a modified version of the above draft plan, based on revisions from the participating communities, other stakeholders, and public meetings. Each of the five municipalities will be asked to vote to approve the final plan. The consultant's work will end at this point.

After the adoption of the final plan, CMAP will remain involved with the communities (in a limited capacity) for a period of two years to attempt to advance the plan's recommendations. The

consultant will not be involved in this activity, but should keep CMAP's continued commitment in mind while developing recommendations and implementation strategies.

The contractors should also include a discussion of public engagement opportunities in their proposal. Among the potential public engagement activities that should be considered (though not all are required to be included in the proposal) are key person interviews, an interactive website, updates to municipalities and plan commission or board meetings, open houses, and public meetings; consultants are encouraged to propose other innovative public engagement methods as well. There should be at least three public open houses and/or public meetings scheduled during the one-year process.

In their proposals, contractors should demonstrate their ability to conduct the work described above. In their proposal, each contractor should:

- Expand further on the likely contents and format of the deliverables described above. Contractors should demonstrate extensive knowledge of the various topical elements that are expected to be included in the final plan.
- Provide a narrative describing the process that will be used to produce the deliverables described above. Contractors should specify their approach as it relates to:
 - Conducting the technical analysis necessary to produce the above deliverables.
 - Developing clear land use and economic development recommendations and implementation strategies.
 - Involving key stakeholders in the planning process.
 - Engaging the general public and elected officials in the planning process.
 - Interacting with CMAP and SSMMA on the management and oversight of the study.
- Provide at least two examples of similar work that the contractor has completed. Specify the client, the date prepared, and the approximate cost for each example.
- Provide costs for this project. Specify number of hours, hourly rates, and any other expenses in the cost total.

**RFP 088, Appendix C
SPECIFIC PROJECT C**

**COMPREHENSIVE PLAN AND ZONING REVISIONS FOR
VILLAGE OF RICHTON PARK**

The Village of Richton Park is located in south Cook County, and is crossed by both I-57 and the Metra Electric rail line. The Village's [existing comprehensive plan](#) dates from 2005, and is not judged by the Village to meet current needs. The updated comprehensive plan produced through this project should thoroughly examine existing conditions in the Village, create a community-wide vision and goals for its future, develop recommendations for action to reach this vision, and identify implementation strategies. In particular, the plan should reflect the Village's transportation assets, including I-57, the Metra Electric, and other roadway and transit services, and should incorporate the recommendations of the 2004 Town Center and Station Area Plan, funded through the RTA. A second part of this project will involve revisions to the Village's zoning ordinance to make it consistent with the recommendations of the comprehensive plan.

This project will result in the production of two final deliverables: a new comprehensive plan for the Village of Richton Park; and a revised zoning ordinance which is consistent with the land use designations and other recommendations of the comprehensive plan.

The Project Authorization Order (PAO) for this project is expected to be approximately eighteen months in length, beginning in July 2012 and concluding in December 2013. The development of the comprehensive plan is expected to take approximately twelve months and the revisions to the zoning ordinance are expected to take approximately six months.

Scope of Services

This project seeks to select a contractor to prepare a comprehensive plan and revised zoning ordinance for the Village of Richton Park. The contractor will work under the direction of CMAP, but is expected to interact frequently with representatives of the Village through a steering committee. Contractors should expect the steering committee to meet approximately 6 times over the duration of the project.

Prior to the initiation of the project with the consulting firm, several activities will be completed by CMAP. CMAP will work with the Village to form a steering committee that will guide the project, and will accomplish this before the consultant begins work. CMAP will also begin to discuss public engagement strategies with the Village and develop lists of key stakeholders that should be reached out to. Finally, CMAP will also begin to collect data from the Village, including relevant plans, zoning ordinances, and other geographic information. This will be transmitted to the contractor once they begin work on the project.

Contractors should provide a proposal that will lead to the production of the following deliverables in the first phase of the project, culminating in the adoption of the comprehensive plan.

- An existing conditions report (an interim product) which describes current conditions in the Village. The report should include a description of existing conditions in the area including history and regional context, summaries of previous plans, demographics, economic conditions, land use and zoning, housing, commercial development, transportation, the natural environment, community services and infrastructure, and image and identity. This document should also include a thorough review of the Village's zoning ordinance. The existing conditions report is expected to include high-quality maps, charts, and tables to support the analysis, and is expected to be approximately 80 pages in length (including maps and graphics).
- A vision statement which provides general vision, goals, and objectives for the Village's future. This should be based on the existing conditions and opportunities report and public engagement. The vision statement should not contain specific recommendations

for action, but should provide general principles to be accomplished through the project. This document should be approximately 4 pages in length, and will be included as one of the chapters of the final plan.

- A memo summarizing the plan's key recommendations. Before the plan is drafted, the consulting firm should prepare a memo describing the key recommendations that are expected to be contained in the final plan. This document will be provided to the Village for review and discussion. The purpose of this deliverable is to provide the Village with a summary of key recommendations before much time is spent writing them up in detail; if there are significant problems with any elements of the plan, they should surface at this point. The memo should be approximately 4 pages in length.
- A draft plan which includes text recommendations for action, with support from graphics and maps. The exact chapters and content of the plan is not yet certain, as this will be based on the results of the existing conditions and opportunities analysis as well as the public engagement results; however, likely plan chapters include an introduction, a summary of challenges and opportunities, a statement of vision and goals, a description of recommendations, and the identification of implementation strategies. Contractors should expect that plan recommendations will be in the topical areas covered in the existing conditions report – they will likely relate to land use, residential and commercial development, transportation, the natural environment, community services and facilities, and community image and identity. It should specifically make recommendations for changes to the zoning ordinance. The plan should include language concerning implementation, including descriptions of actions that should be taken within the next two years to advance its recommendations. The plan is expected to be approximately 60-80 pages in length, not counting appendices.
- A final plan which is a modified version of the above draft plan, based on revisions from the Village, its committees, and public feedback. The Village Board will be asked to formally adopt the final plan.

The second phase of this project is to update and revise the Village's zoning ordinance. Contractors should describe their approach to this activity, including their production of the following deliverables:

- A memo summarizing changes to zoning ordinance that are recommended in order to make it consistent with the comprehensive plan and bring it up to current standards for zoning language. This should be informed by work done on the comprehensive plan, which already includes an analysis of current zoning (in the existing conditions report) and recommendations for changes.
- Revised ordinance language. The contractor should propose specific new ordinance language to replace the existing ordinance language that is expected to change.
- A revised zoning map. The contractor should also develop a revised zoning map which is consistent with the land use recommendations made in the comprehensive plan.

The contractor should also include a discussion of public engagement opportunities in their proposal. Among the potential public engagement activities that should be considered (though not all are required to be included in the proposal) are key person interviews, an interactive website, updates to municipalities and plan commission or board meetings, open houses, and public meetings; consultants are encouraged to propose other innovative public engagement methods as well. There should be at least four public open houses and/or public meetings scheduled during the eighteen-month process.

In their proposals, contractors should demonstrate their ability to conduct the work described above. In their proposal, each contractor should:

- Expand further on the likely contents and format of the deliverables described above. Contractors should demonstrate extensive knowledge of the various topical elements that are expected to be included in the final plan, as well as extensive experience working with zoning ordinances.

- Provide a narrative describing the process that will be used to produce the deliverables described above. Contractors should specify their approach as it relates to:
 - Conducting the technical analysis necessary to produce the above deliverables.
 - Developing clear recommendations and implementation strategies for inclusion in the comprehensive plan.
 - Creating new zoning ordinance language and revising the zoning map.
 - Involving key stakeholders in the planning process.
 - Engaging the general public and elected officials in the planning process.
 - Interacting with CMAP and the Village on the management and oversight of the study.
- Provide at least two examples of similar work that the contractor has completed. Specify the client, the date prepared, and the approximate cost for each example.
- Provide costs for this project. Specify number of hours, hourly rates, and any other expenses in the cost total.