



# Chicago Metropolitan Agency for Planning

233 South Wacker Drive  
Suite 800  
Chicago, Illinois 60606

312 454 0400  
[www.cmap.illinois.gov](http://www.cmap.illinois.gov)

August 2, 2013

## REQUEST FOR PROPOSALS (RFP) NO. 106

### TRANSPORTATION, LAND USE, AND OPEN SPACE PLAN FOR IL 53/120 CORRIDOR

The Chicago Metropolitan Agency for Planning (CMAP) is requesting proposals from interested contractors to prepare a transportation, land use, and open space plan for the IL 53/120 corridor in Lake County, Illinois.

CMAP will conduct a non-mandatory pre-bid information session on Thursday, August 15 at 11:00 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](mailto:yambriz@cmap.illinois.gov) requesting RFP 106 webinar/conference call information. An e-mail with the webinar/conference call information will be sent to all who have registered by noon on Wednesday, August 14.

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. September 13, 2013**.

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

Sincerely,

Margaret McGrath  
Grant/Contract Officer

Enclosure

## REQUEST FOR PROPOSALS (RFP) NO. 106

### TRANSPORTATION, LAND USE, AND OPEN SPACE PLAN FOR IL 53/120 CORRIDOR

*The Chicago Metropolitan Agency for Planning (CMAP) invites appropriate contractors to submit proposals to prepare a transportation, land use, and open space plan for the IL 53/120 corridor in Lake County, Illinois. 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](http://www.cmap.illinois.gov) for more information.

##### **Other Project Participants**

While CMAP will be the lead agency to manage the consultant selected through this RFP, other agencies are also highly involved in this procurement. The Illinois State Toll Highway Authority (ISTHA, referred to hereafter as the Tollway) and Lake County are providing funding for this project and will be involved in consultant selection and project oversight. In addition, this project includes the non-financial participation of municipalities in the IL 53/120 corridor as well as many other nongovernmental stakeholders.

##### **LTA Background**

CMAP is administering this project through its Local Technical Assistance (LTA) program, which is designed to implement GO TO 2040 through assistance to local governments. Since the initiation of this program in 2011, CMAP has completed over 40 local planning projects, with 50 more currently underway. The purpose of the LTA program, which has been reflected clearly in its products, is to provide assistance to communities across the Chicago metropolitan region to undertake planning projects that advance the principles of GO TO 2040.

##### **Project Background**

GO TO 2040 contains recommendations for [major transportation capital projects](#) for the region to pursue. Among the highest-profile projects recommended in the plan is IL 53/120 (called the Central Lake County Corridor in the plan), which involves the northern extension of IL 53 from its current terminus at Lake-Cook Road to IL 120, and complementary improvements to IL 120. GO TO 2040 notes that while the project has major positive impacts for the region in terms of economic growth and congestion reduction, it also has potential to negatively impact the natural environment and immediately adjacent communities. Therefore, GO TO 2040 recommended that the planning and design of the Facility should include environmental protection and preservation of the character of nearby communities as very high priorities.

Shortly after the adoption of GO TO 2040, the Tollway convened the IL 53/120 Blue Ribbon Advisory Council (BRAC) to bring together key project stakeholders to determine whether there was regional consensus on the project and whether the Tollway should move forward to develop a feasibility analysis. The BRAC's work concluded with a [resolution and summary report](#), released in June 2012. Consistent with GO TO 2040, the BRAC's report recommended innovative design features, financing options, and market-driven, multijurisdictional land use planning. Specifically, the BRAC recommended that CMAP manage the development of a Corridor Plan that "integrates land use, transportation, economic development, and open space" (p. 67 of the BRAC Report). Contractors are encouraged to familiarize themselves with the BRAC resolution and summary report linked above. It further describes project history, the guiding principles of the IL 53/120 project, and specific recommendations.

Work on this project will be overseen by a Land Use Committee, which will serve as a steering committee for this Corridor Plan. This committee will include representatives of 18 municipalities within the corridor (listed below) as well as representatives from the local planning, economic development, transportation, and environmental communities. At the completion of the corridor planning process, the Land Use Committee will recommend to approve or reject the Corridor Plan, after which the Plan will be presented for approval/adoption by Lake County and each of the municipalities. The consultant will be expected to participate in both of these processes to the extent described in the Scope of Work. Working groups that are subordinate to the Land Use Committee may be formed to address specific issues or areas, and managing these working groups will be the responsibility of the consultant.

#### **Corridor Municipalities**

Village of Buffalo Grove  
Village of Grayslake  
Village of Gurnee  
Village of Hainesville  
Village of Hawthorn Woods  
Village of Indian Creek  
Village of Kildeer  
Village of Lake Zurich  
Village of Lakemoor  
Village of Libertyville  
Village of Long Grove  
Village of Mundelein  
Village of Round Lake  
Village of Round Lake Park  
Village of Vernon Hills  
Village of Volo  
Village of Wauconda  
City of Waukegan

Contractors should be aware that a separate and parallel effort led by the Tollway will be underway at the same time as the Corridor Plan, and that coordination between the two is required. This parallel effort, which is a feasibility analysis for the IL 53/120 project, will address traffic, tolling, financing, roadway design, and other matters that concern the Facility itself. In contrast, the Corridor Plan described in this RFP looks beyond the Facility to focus on land use, open space, local transportation, and economic development outside of the Facility right of way. The roadway design stipulated in the BRAC Report is the design to be used for the purpose of the corridor land use study.

#### **Project Purpose**

The purpose of this RFP is to select a contractor to prepare a transportation, land use, and open space plan for the IL 53/120 corridor, but not including the IL 53/120 Facility itself. The Corridor Plan should be fully consistent with the corridor planning concept described in the BRAC report, as well as incorporate the principles and recommendations of CMAP's GO TO 2040 plan. GO TO 2040, the long-range comprehensive plan for the Chicago region, contains 12 high-priority recommendation sections within four themes: Livable Communities, Human Capital, Efficient Governance, and Regional Mobility. The following language from the BRAC report explains the purpose of the Corridor Plan.

“A corridor planning effort should accomplish the following:

- Utilize a market-driven approach to assess the feasibility of future land use change, including analysis of employment trends, potential commercial and industrial development, and the housing mix that is likely to occur if the proposed Route 53/120 is built.

- Balance economic development, open space, and community character goals across municipalities to encourage development of vibrant communities in central Lake County.
- Formulate a multi-jurisdictional economic development strategy to ensure the best possible economic future for central Lake County. Address planning for development desired by targeted industries as well as business attraction strategies.
- Provide strategies for communities to encourage mixed-use, pedestrian-friendly and/or transit-supportive land uses where feasible in order to reduce congestion, air pollution, vehicle miles traveled, and GHG emissions.
- Design the land use and transportation system to facilitate walking and biking, transit, increase local connectivity, and manage the increased local road traffic that will likely follow completion of the road and associated new development.
- Develop an integrated open space system that not only includes the protection and restoration of conservation lands, but also meet residents' and workers' needs for recreation and open space in the corridor." (p. 67 of the BRAC report)

Contractors are expected to propose a scope for the entire Corridor Plan scope of work that addresses these standards and is fully consistent with the principles of the BRAC resolution and summary report.

### **General Information**

As a result of responses to this RFP, CMAP plans to review submissions and conduct interviews with selected firms it determines can best meet the requirements outlined below. As applicable, negotiations will be held to select the firm 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 a contract will be awarded for the work described. The contract is expected to begin in late 2013. The planning project is expected to be kicked off in late 2013, the corridor plan is expected to be complete by mid-2015, and plan approval is anticipated by late 2015; the contract is expected to terminate 2 years from project initiation.

## SECTION 2: Scope of Project and Procurement Details

### Project Description

This project is intended to engage relevant municipalities, Lake County, the Illinois Tollway, the environmental and economic development communities, and other stakeholders in a facilitated, open planning process to create a land use and transportation plan for the IL53/120 corridor (Corridor Plan.) The Corridor Plan will be based on market-feasible development and provide a balance between economic development, natural resource protection, multi-modal connections, congestion relief, and community character goals across municipalities. The project will produce land use, open space, and transportation plans, proposed policies, and strategies intended for each of the communities along the corridor to incorporate into their planning documents and processes, as well as implementation actions for communities and other major stakeholders to follow.

Goals of the project include: develop strategies to protect and mitigate impacts to communities and environmental resources due to land use changes that are likely to result if the IL 53/120 Facility is built; ensure that future local land use and development plans consider economic and market-based data, trends, and realities; develop strategies to address local transportation needs generated by the Facility, including multi-modal options; and encourage development of vibrant communities in central Lake County.

There are a number of tasks and deliverables that are outside the scope of this plan and are not to be completed by the selected consultant. However, these tasks may be contemplated in other processes (e.g., the Tollway's feasibility analysis), or they may be recommended as implementation actions of the Corridor Plan. These include evaluation of proposed alternative alignments for the road, environmental impact analysis for the road, financing plan for the road, detailed land use plans for all portions of the corridor study area, engineering of proposed transportation improvements, and watershed, conservation, and food systems plans.

Fundamentally, this scope of work and planning process are intended to align with the Project Description above, the principles and strategies outlined in the Blue Ribbon Advisory Council [Resolution and Summary Report](#) (BRAC Report), as well as the strategies and goals articulated in [GO TO 2040](#). GO TO 2040 reflects and is intended to implement the preferred regional scenario and 2040 forecasts adopted by the CMAP Board, which should also be considered as guiding elements for the land use study.

This scope of work is intentionally not specific with details about the planning process yet more specific about project deliverables. CMAP and the project partners would like consultant teams to provide a detailed description of their project approach and process to achieve the stated deliverables in the most efficient and effective way. Consultants may suggest additional deliverables; however, the deliverables described in the scope of work are required as a minimum.

It is critical that throughout the planning and adoption process the selected consultant be prepared to promote, advance, and clearly articulate in a relevant, meaningful, and convincing way the elements of the Corridor Plan as well as the recommendations, strategies, and philosophy of the BRAC, CMAP, and GO TO 2040 to the public, partners, municipalities, and other stakeholders.

### Management and Oversight

To complete the project within the anticipated timeframe, and to ensure close coordination with the Illinois Tollway Authority's independent financial feasibility analysis for the Facility itself, CMAP will coordinate and manage the consultant and contract. The selected consultant will directly report to and be managed by CMAP.

Significant resources and involvement from regional and local partners and organizations may be required to complete the project. Potential partners (in addition to the local governments previously listed) may include:

- Members of the BRAC and Subcommittees
- Lake County

- Lake County Forest Preserves
- Lake County Partners
- Lake County Transportation Alliance
- The Lake County Municipal League
- Transportation Management Association of Lake Cook
- The Northwest Municipal Conference
- Illinois Tollway Authority
- Illinois Department of Transportation
- Metropolis Strategies
- Center for Neighborhood Technology
- Environmental Law and Policy Center
- Openlands
- Conserve Lake County
- Liberty Prairie Foundation
- Chicago Wilderness
- Similar local or regional organizations

### **Study Area**

The study area is roughly bound by Lake Cook Road on the south, I-94 on the east, and IL 12 on the west, and includes three separate alignments of IL 120 west of the proposed intersection with IL 53, two of which are presented in the BRAC Report (p. 33 of the BRAC report) and one of which is proposed by the [Central Lake Thruway/Unified Vision](#) (Exhibit A-1 of the Executive Summary). The land use plan and analysis should consider the area within a two-mile buffer study area of the IL 53/120 corridor bound by these limits and including both western alignments.

To help streamline and target this planning process, however, a deeper level of analysis and planning is intended for specific “hotspots” where significant land use change or impact is anticipated, rather than conducting detailed planning for all areas within a two-mile buffer study area of the IL 53/120 corridor. These hotspots are anticipated to fall within the planning jurisdictions of the core municipalities, however, some of them may not, and others may fall primarily within the planning jurisdiction of Lake County. Less specific recommendations are anticipated for areas that are less impacted and for the corridor overall. These hotspots may be environmentally sensitive areas, areas with significant potential for land use change, large unincorporated areas directly adjacent to the proposed IL 53/120 alignment, proposed access points and intersections, or highly congested corridors. These criteria and hotspots should be generally defined with municipalities at the outset of the project and during the initial outreach phases, and refined during development of the Existing Conditions Analysis (Task 3), Market Analysis (Task 4), and Environmental Analysis (Task 5). It is anticipated that there will be approximately 10-12 hotspots of as-yet undetermined size requiring more detailed analyses.

### **Scope of Work**

#### **Task 1. Project Management**

In order to facilitate management, coordination and communication within the land use planning process as well as with project partners and the Tollway study, the Consultant should assume frequent and regular interaction with stakeholders throughout the process. This includes the following:

- Reporting to the Land Use Committee
- Coordinating with CMAP (the primary client) as well as with the Illinois Tollway, Lake County, the Blue Ribbon Advisory Council (BRAC), and other stakeholders as determined by CMAP
- Coordinating with TranSystems, the Tollway consultant, on the parallel Tollway analysis

Other project management tasks necessary for an efficient and effective planning process should be considered by the Consultant and included in the project proposal.

Deliverables	Description
Project Coordination Meetings (including all meeting materials such as agendas, presentations, drafts for review, etc.)	Quarterly Land Use Committee meetings (various locations in Lake County), bi-weekly project coordination meetings (various locations) with project partners and TranSystems, and 3-5 meetings to update the BRAC.
Meeting Minutes / Summaries	Minutes/summaries of all project coordination meetings including attendance, outcomes, materials presented, and feedback.

## Task 2. Outreach and Education

Outreach and education will be ongoing components of the planning process as it is critical this project adequately engages local stakeholders and the public. The consultant will be responsible for developing the overall outreach process and education framework as well as the implementation of local outreach strategies and the development of educational materials. CMAP will review and provide feedback on outreach and education process and materials. The Consultant should strongly consider the use of an interactive, web-based tool for public engagement for this large project area. For this task, the consultant should propose a general outreach plan and suggest tools to engage and education stakeholders and the public.

### Outreach

The outreach framework developed by the consultant should outline desired goals and suggested methods for public participation; this framework should acknowledge work CMAP is already doing in collaboration with local stakeholders. Groups needing engagement include but are not necessarily limited to municipal, environmental, residents, transportation, planning, and economic development interests, some of whom were engaged in previous planning efforts and have either opposed or supported various iterations or components of the IL 53/120 Facility. In this context, extensive outreach including a variety of engagement strategies will be required of the consultant, such as key informant interviews, focus groups, workshops, and other strategies.

Though engagement of the public is important to this process, the consultant's outreach priority is adequate and appropriate engagement of major stakeholders in the planning dialogue, particularly municipalities impacted by the Facility, other Land Use committee members, and members of the BRAC. Prior to the initiation of the planning process, CMAP will work with the Tollway and Lake County to encourage significant and meaningful participation in the planning process by major stakeholders. CMAP will share the results of this outreach, including key contact information, with the selected consultant. Identification and engagement of additional stakeholders will be the responsibility of the consultant with CMAP support.

### Education

While there are many vibrant communities and places within central Lake County, current development patterns have contributed significantly to the congestion that the Facility proposes to address. Additionally, municipalities have planned for major economic development in advance of the proposed IL 53/120 Facility, and the volume and extent of this potential development substantially exceeds market potential.<sup>1</sup> Due to these factors, the generally contentious nature of new road projects, the competitive land use and development environment in Lake County, and the land use regulatory responsibility of many of the impacted municipalities, the engagement strategy must include a strong educational component.

In order to help residents, businesses, and municipalities understand the community, fiscal, and transportation benefits and impacts of alternative development patterns, the planning process should

---

<sup>1</sup> CMAP prepared a detailed memo on future land use in the corridor as part of the IL 53/120 BRAC process. Please see: [http://www.illinoistollway.com/documents/10157/48743/2012-03-12\\_FutureLandUseChangeSummary%26TransportationImplications.pdf](http://www.illinoistollway.com/documents/10157/48743/2012-03-12_FutureLandUseChangeSummary%26TransportationImplications.pdf)

include education about the recommended strategies in GO TO 2040, the principles and strategies outlined in the BRAC Report, and the costs and benefits of alternative development patterns and land use design strategies as they apply to the Corridor Plan. Consultant-led educational materials are expected to use these plans and reports as a foundation for any supplemental educational materials developed. Consultant should also anticipate CMAP, Illinois Tollway, and Lake County review of any educational material before being released. The consultant will be responsible for printing any and all printed materials.

**Roles:** CMAP will review the consultant-created education and outreach framework, assist in promoting public meetings and events through the CMAP Weekly email, make available keypad polling equipment, and provide existing key stakeholder and resident contact information. Consultant will lead the creation of supporting educational materials, public engagement events, activities, support materials, and implementation of the outreach strategy.

<b>Deliverables</b>	<b>Description</b>
Outreach and Education Strategy	Detailed outreach strategy and approach, schedule, format, stakeholder list, and anticipated materials.
Outreach and Education Materials	Notices and announcements, publicity materials, presentations, display boards, educational materials.
Public and Stakeholder Meetings	Assume 6 public meetings throughout the planning process: 3 that focus on IL 53 communities, and 3 that focus on IL 120 communities. Note: it is not out of the question to consider a municipal public hearing within the realm of possibilities for public meetings, though this will be at the discretion of CMAP to determine.
Meeting and Results Summaries	Summaries of all meetings, public workshops, and other outreach and engagement results including attendance, contact information, outcomes, materials presented, and feedback.
Memorandum of Input	Summary of input received and common themes, challenges, and opportunities that will inform plan recommendations
Outreach and Education Summary	Documentation of all outreach and education formatted for inclusion in plan document.

### **Task 3. Existing Conditions Assessment (ECA)**

Quantitative and qualitative data on existing conditions will be collected via research, data collection, GIS mapping, field reconnaissance, interviews and focus groups, and secondary sources such as public and commercially available datasets. Existing plans, reports, and studies will also be reviewed and summarized. This task is considered the data collection and discovery phase that will provide the foundation and information for the market, environmental, land use and transportation analyses that follow. The ECA should include the elements presented in the table below. Furthermore, the ECA should describe future expected land use change based on municipal and county land use plans, major developments, expected transportation improvements, as well as a general assessment of the impacts of the major developments and transportation improvements on land use and economic conditions. ECA components and public and non-profit partners who may be relied upon to contribute resources for specific components are noted below. Existing conditions results should be summarized and delivered in a format agreed upon by CMAP and the consultant for distribution and review by project partners. The consultant should specify in their proposal the suggested format for the results of this task.

<b>ECA Component</b>	<b>Source</b>
Regional Context	CMAP, Lake County, COGs
Assessment and summaries of existing plans, studies, court agreements, and approved major developments and planned transportation improvements	Lake County, COGs, municipalities.
Housing and Population	Lake County Housing Authority, municipalities
Economic Development	Lake County Partners, Lake County, municipalities
Natural Environment (including Agricultural Resources)	Lake County, Lake County Stormwater Management Commission, Conserve Lake County, Openlands, Chicago Wilderness, Lake County Forest Preserves, Illinois Department of Natural Resources)
Land Use and Development	Lake County, municipalities
Transportation	Tollway, Lake County DOT, IDOT, RTA
Facilities, Services, and Infrastructure	Lake County, municipalities

The outcome of the existing conditions analysis should identify the environmental and land use analysis hotspots that will be the focus of subsequent land use planning and -analysis tasks, as well as provides key considerations for the broader corridor. It should also identify and summarize key challenges, opportunities, and recommendations resulting from the ECA analysis that will provide a preliminary framework, foundation, and trajectory for recommendations of the land use plan. The ECA is a stand-alone product that will be an appendix to the final report.

Roles: Consultant will lead the analysis of existing conditions and preparation of summaries of the ECA, including consultation with recommended partners where possible. CMAP will help coordinate partners to encourage involvement in the planning process in areas critical to the BRAC’s recommendations and/or GO TO 2040, or areas identified as hotspots.

<b>Deliverables</b>	<b>Description</b>
Existing Conditions Assessment Summaries	Narrative, tables, charts, maps and other graphics illustrating existing conditions, impacts, and analysis.
Hotspots Analysis	Identification of critical environmental and land use areas needing more detailed analysis and planning.
Key Findings: Challenges, Opportunities, and Recommendations	Identification of key challenges, opportunities, and recommendations

#### **Task 4. Market Analysis and Recommendations**

A specific recommendation of the BRAC Report was to base the land use components of the Corridor Plan on market-feasible development in order to meet the broad goal of a multi-jurisdictional economic development strategy to ensure the best possible economic future for central Lake County. The scope and scale of the IL 53/120 project warrants a robust analysis using market-driven realities to examine and project the extent and location of land use change and development that is likely to occur if the proposed IL 53/120 is built. The market analysis should be based on a variety of factors that may include market and demographic forces and projections; employment and industry trends; leakage and demand analyses; potential commercial and industrial development; and potential demand and saturation thresholds for specific goods, services, industries, and housing types. The market analysis will be completed for the entire corridor, but with a significant and more detailed focus on the hotspots identified during the preparation of the ECA. It is possible that the market analysis will lead to refinement of the location and extent of hotspots. The market analysis should also identify key challenges, opportunities, and recommendations that will be used to develop recommendations for economic development and land use strategies.

This task will require a significant effort to engage community leaders and other stakeholders in a robust dialogue about the relationship between land use, revenue/fiscal health, and the market/economic forces and impacts that influence and are influenced by land use change. This will require the consultant to clearly understand and convey the perspective and motivation of municipal leadership as it relates to the relationship between land use and municipal fiscal health while also conveying the extent to which market realities impact the capacity of the corridor to support various land uses, particularly commercial. The consultant should be prepared to present and lead discussions to inform and educate community leaders and stakeholders regarding the dynamics of municipal ‘competition’ for revenue-generating land uses, and to work towards a common understanding and direction for municipalities within the corridor.

Because this project is intended to complement and provide input to help refine the Tollway analysis addressing traffic, tolling, financing, roadway design, and other matters that concern the feasibility of the Facility itself, the consultant team should consider including expertise beyond conventional market analysis to include familiarity with public finance and financing options for large scale facilities such as IL 53/120, including local financing and funding strategies.

Roles: Consultant will lead the market analysis task. CMAP will assist with coordination of partners and review of market analysis.

Deliverables	Description
Market Analysis	Narrative, tables, charts, maps and other graphics illustrating market conditions, projections, and analysis. This will include materials related to educating leaders and stakeholders about market forces and land use change described above.
Hotspot Market Analysis	Detailed hotspot market analysis and refinement including narrative, tables, charts, maps, and other graphics as needed.
Key Findings: Challenges, Opportunities, and Recommendations	Identification of key challenges, opportunities, and recommendations

**Task 5. Environmental Conditions Study and Enhancement Alternatives Analysis**

The BRAC recommended that the Corridor Plan integrate the preservation of open space and natural areas; reduce long-term and irreversible impacts from fragmentation and disturbance; and identify priority sensitive and open space areas that require protection/preservation, i.e., the green infrastructure network, as well as potential conservation strategies for priority areas. The consultant will prepare an environmental conditions study, related to land use, that identifies and characterizes environmental conditions in the corridor study area for a broad range of natural resources including: parks and open space; water supply and quality; stormwater management; wetlands and floodplains; unprotected, high quality, and threatened or endangered natural resources; agricultural resources; green infrastructure; and similar elements. Legal and regulatory considerations should be examined as well. The study should identify priority areas for preservation that are high quality, high value, hotspots, or otherwise important; the region’s [Green Infrastructure Vision](#) should serve as the foundation for this analysis. It is possible that the environmental analysis and priority area identification will lead to refinement of the location and extent of hotspots identified in Task 3.

The consultant should identify and quantify the potential impacts on land and water resource conditions due to land use change associated with the IL 53/120 Facility, particularly those resources that are considered to be of high quality, high value, or hotspots. Following the identification of environmental impacts due to land use changes, the consultant should identify strategies or land use alternatives that will address impacts and/or regulatory barriers, including avoidance/protection/preservation, on- or off-site mitigation, design solutions, enhancements, or other strategies, as well as an assessment of the feasibility (i.e., cost, complexity, etc.) of such strategies and alternatives. The Tollway will identify and quantify impacts related to the road Facility itself, but the consultant should consider and identify potential sites and locations to mitigate these impacts.

Based on the environmental conditions and impact analysis, the consultant will prepare a set of key challenges, opportunities, and recommendations, including an integrated open space / green infrastructure plan and map for the corridor that establishes the priority areas needing preservation or mitigation, as well as provide for recreation and open space needs for residents and workers.

It is important to note that this task will focus on the environmental impacts of land use change and that an analysis of the environmental impact of the roadway itself, i.e., the National Environmental Policy Act (NEPA) assessment of environmental impact, is not to be included in this task or analysis.

**Roles:** Consultant will lead the environmental analysis. CMAP will assist with coordination of partners and review of environmental analysis.

<b>Deliverables</b>	<b>Description</b>
Environmental Conditions Analysis	Narrative, tables, charts, maps and other graphics illustrating environmental conditions.
Impacts and Alternatives	Assessment of environmental impacts due to projected land use changes. Identification and feasibility of mitigation strategies and land use alternatives that would address environmental impacts. Both should include narrative, tables, charts, maps, and other graphics as needed.
Key Findings: Challenges, Opportunities, Recommendations, and Green Infrastructure Plan	Identification of key challenges, opportunities, and recommendations for environmental resources, and an integrated green infrastructure plan for the corridor.

### **Task 6. Land Use and Transportation Analysis**

This task follows the BRAC’s recommendation to address the interrelated nature of local land use and transportation systems in the IL 53/120 corridor. The consultant will examine land use and transportation patterns and change that are likely to occur if the proposed IL 53/120 is built, as well as the impact of major developments and planned transportation improvements and any legal or regulatory issues, such as restrictive covenants, court decisions, completed or in-process development agreements, etc. This analysis should build upon the market and environmental analyses, i.e., the land use and transportation analysis and recommendations should be consistent with and driven by the results of the previous analyses. This analysis will also include an analysis of land use and transportation impacts resulting from the location and type of access (e.g., intersection, interchange, etc.) at potential access points along the IL 53/120 Facility. This access point analysis should result in recommendations to help determine the optimal locations for these access points based on economic, environmental, and transportation impact.

Utilizing the guidelines and recommendations presented in the BRAC Report and GO TO 2040, the land use and transportation analysis will result in corridor-wide recommendations for addressing land use change and transportation needs, as well as more specific recommendations for hotspots identified in the existing conditions analysis and refined through subsequent tasks. This task will focus on land use and transportation strategies that support transit, increase connectivity and multi-modal connections, reduce congestion, and provide pedestrian-friendly, transit-friendly, and mixed-use development where feasible. Additionally, regional planning-level analysis of non-motorized transportation networks can be performed to identify needed linkages and key strategies to support walking and biking throughout the corridor. A goal of this task is not only to prepare adequately for potential impacts to local road traffic, but also to provide recommendations for a robust system of alternatives and mitigation strategies to better anticipate potential growth. Close coordination with the Tollway analysis is anticipated for this task.

It is likely that this task will require the development of alternative development scenarios for consideration and discussion by the project team and stakeholders. The consultant should be prepared to provide a strong pro-con analysis for each scenario that clearly compares and contrasts the scenarios. Part of this comparison is likely to include an assessment of the three proposed western alignments from a land use perspective.

Based on the land use and transportation analysis, the consultant will prepare a set of key challenges, opportunities, and recommendations for the corridor, as well as more specific recommendations for hotspots.

This task does not include transportation engineering, design, or transportation impacts for the IL 53/120 Facility itself, which will be completed by the Tollway.

Roles: Consultant will lead the land use and transportation analysis. CMAP will assist with guiding principles and recommendations as reflected in GO TO 2040 and BRAC report and coordination of partners.

<b>Deliverables</b>	<b>Description</b>
Land Use and Transportation Analysis	Narrative, tables, charts, maps and other graphics illustrating land use and transportation analysis.
Scenario Development and Comparison	Alternative land use and transportation scenarios with cost-benefit analysis and comparison.
Key Findings: Challenges, Opportunities, Recommendations	Identification of key challenges, opportunities, and recommendations for land use and transportation, with greater specificity for hotspots.

### **Task 7. Draft and Final Corridor Plan**

The consultant will present the recommendations in a single, cohesive draft Corridor Plan for review and consideration by project partners and stakeholders. This portion of the process will involve drafting the plan, community input sessions, and iterative revision of the Plan to reflect community and partner input. Prior to development of the plan content and details, the consultant will develop a brief summarizing the key recommendations that are expected to be contained in the final plan for review and approval by the project oversight committee.

Following approval of the key recommendations, the consultant will prepare a draft Corridor Plan that is likely to include, at minimum:

- Introduction
- Project description and process, including an outreach summary
- Context and Existing Conditions
- Plan Recommendations (this will be the largest section of the Corridor Plan)
- Implementation Plan

The plan should present major themes, issues and opportunities, guiding principles, and goals, with major detailed subsections and subarea plans appropriate to individual hotspots. Results from the market/economic development, environmental, and land use and transportation analyses will be included. Recommendations should be market-driven and include an overall (generalized) land use and transportation plan for the corridor study area, and detailed (parcel-level) subarea land use and transportation plans for each hotspot (approximately 10-12 hotspots are anticipated.) Recommendations should consider the economic development impacts of land use as well as the economic development needs of corridor communities. Recommendations should include policies regarding the integration of land use and transportation, such as transit-supportive land uses, transportation and transit access and improvement, congestion mitigation, community character preservation and enhancement, environmental mitigation of land use changes, and pedestrian, bicycle and transit networks. Recommendations should include general modifications to local land use plans and development regulations (e.g., comprehensive plan, zoning ordinances, overlay districts, financing districts, complete streets policy) as well as supporting infrastructure investments. This project will not involve the subsequent modification of the zoning ordinances, nor will it be necessary to provide detailed zoning amendments. However, recommendations should indicate where and what type of zoning changes may be necessary to permit desired development types, e.g., adoption of a mixed-use district.)

The plan should make recommendations for the longer-term future of unincorporated areas, i.e., whether it is more appropriate for them to remain unincorporated or be annexed into a neighboring municipality. This may include recommendations for boundary agreements between municipalities and/or agreements with Lake County.

The plan should include an implementation plan, including descriptions of actions that should be taken within the next five years to advance its recommendations. The implementation section of the plan will be critical to ensuring that the vision for the corridor is realized through the inclusion of plan recommendations in local plans, policies, ordinances, and procedures. The plan may also recommend organizational changes or strategies such as the creation of intergovernmental agreements, which will need to be implemented at the local level. It should also present legal and/or regulatory changes that will be needed to implement the recommendations.

A final plan, a modified version of the above draft plan, will be produced based on revisions from the public, stakeholder, and committee input. The final plan will include detailed, final graphics, maps, and illustrations as needed to sufficiently communicate plan recommendations. The final plan deadline is 18 months from project initiation.

Roles: Consultant will prepare the draft and final Corridor Plan. CMAP will review interim and draft plan sections to ensure consistency and incorporation of appropriate elements of GO TO 2040 and BRAC Report recommendations; coordinate with partners; and work with the consultant to ensure a unified document.

<b>Deliverables</b>	<b>Description</b>
Recommendations Brief	Brief summarizing anticipated recommendations for the Corridor Plan.
Draft Plan	Detailed and illustrated narrative of Corridor Plan including elements described above and an implementation plan.
Final Plan	Hard copy and electronic copy of Corridor Plan for public release.

### **Task 8: Plan Adoption and Follow-up**

Following completion of the final Corridor Plan, the Land Use Committee will be asked to recommend approving the Corridor Plan and adopt a resolution recommending that the Lake County Board and the boards and councils of each of the municipalities approve and adopt the plan. Lake County and each of the corridor municipalities will then be asked to vote to approve and adopt the final plan as it relates to their planning jurisdiction. The consultant will be expected to be available to assist with plan hearings, discussions, and adoption by each municipality as well as Lake County. This is anticipated to include two meetings with the Lake County Board and the boards of each of the municipalities to present and answer questions about the plan, both of which will occur during the draft and final plan development task. Additional board meetings beyond the two county and municipal board meetings will be attended by CMAP.

Roles: CMAP lead on working with municipalities, Lake County, and other partners and stakeholders to adopt and implement plan recommendations. Consultant to remain available for hearings and adoption as needed.

### **Timeline and Cost**

The level of effort needed by contractors to complete the scope of work is expected to be quite high. CMAP anticipates that total project costs should fall in the range of **\$750,000 to \$900,000**. While it is not a requirement that costs are within this range, these figures are provided to help contractors estimate the approximate level of effort required to successfully complete this project.

This project is anticipated to begin in late 2013 and be completed in late 2015. The final Corridor Plan and approval by the Land Use Committee should be complete within 18 months of project initiation; approval/ adoption by Lake County and the corridor municipalities is anticipated to take up to an additional six months following Plan completion, for which the Consultant is expected to remain on contract.

### **Selection Process Schedule**

On Thursday, August 15, 2013 at 11:00 a.m. CDT, CMAP will host a non-mandatory pre-bid information session in CMAP's offices, 233 South Wacker Drive (Willis Tower), Suite 800. Call CMAP at 312-454-0400 to be added to the Willis Tower Visitor list. Driver's license or state ID is required for entry into building tower. To join by webinar/conference call, e-mail [yambriz@cmap.illinois.gov](mailto:yambriz@cmap.illinois.gov) requesting RFP 106 webinar/conference call information by noon on August 14.

August 2:	Post RFP
August 15:	Non-mandatory informational session held at CMAP for interested contractors
September 13:	Submissions due
October 15-18:	Interview finalists
November 13:	Recommendation to CMAP Board for consultant selection
Late November:	Enter into contract

### **Evaluation and Award Process**

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 firm or organization's demonstrated record of experience in providing the professional services identified in the Scope of Services to support the project.
2. The responsiveness to the scope of services identified in this RFP.
3. Experience working on similar projects.
4. The qualifications of personnel to be assigned to the project.
5. The reputation of the firm or organization based on references.
6. Cost, including consideration of 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. Proposal cost will be evaluated against the other factors based upon the professional judgment of those involved in the evaluation. The selection decision will be made by a committee composed of CMAP and its partners. Contractors who are deemed most responsive may be asked to answer questions from the committee.

As applicable, hourly rates for personnel the submitter proposes to use will be requested and negotiations will be held as necessary to select the firm that CMAP believes can best satisfy its requirements at rates it perceives are reasonable for the services provided.

## SECTION 3: Submittal Requirements

**Proposals must be received at CMAP on or before 3:00 p.m., Friday September 13, 2013.**

Submissions should be submitted in the order presented:

1. A general description of the structure, experience, services and staff of the contractor. If the contractor is a multi-firm team, this should be included for each firm. In particular, describe the lead firm's experience in leading projects of this size and scope.
2. A description of the contractor and/or their team's expertise in the topical issues that will be addressed in the Corridor Plan, as well as demonstration of the contractor's familiarity with the recommendations of GO TO 2040 and the BRAC.
3. A narrative describing the general approach that the contractor would take to complete each of the tasks outlined in the scope of services. Please provide a high level of detail in this narrative concerning your approach to each task of this project. Specifically, describe the process to complete technical analysis, public engagement, and development of recommendations. Also include a detailed schedule showing anticipated start and completion for each task.
4. Descriptions of three recent projects completed by the contractor that demonstrate capacity to complete the tasks outlined in the Scope of Services section of this RFP. Please ensure that these projects are comparable in size to the level of effort expected for the Corridor Plan described in this RFP.
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 scope of work.
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**

Six (6) 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. on Friday September 13, 2013. 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. 106  
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@cmapp.illinois.gov](mailto:mmcgrath@cmapp.illinois.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](mailto: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. Patents and Copyright Responsibility.

- 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, related computer programs, and source code 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. Equal Employment Opportunities -- Affirmative Action Sexual Harassment. Contractor must comply with the Illinois Board of Human Rights Act and rules applicable to public funds, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
27. 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).
28. 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 CMAP 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.sam.gov>.

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 **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) 106 Transportation, Land Use, and Open Space Plan for IL 53/120 Corridor dated September 13, 2013, 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 follow matrixes. Total costs including number of hours and hourly rates for each task must be completed in full. Please provide additional specifics where possible. Attach additional sheets if necessary. For ease of entry, feel free to copy and paste the table into an Excel spreadsheet; insert lines as necessary. If price structure is variable by which of the firm's employees are assigned, please specify the employee billing level, the cost per hour for this level, and the total number hours to be billed at this level. **Information for any subcontractors must be included in detail as well.**

<b>Task 1: Project Management</b>	<b>Job Title</b>	<b>Cost per hour</b>	<b>Number of hours</b>	<b>Total cost</b>
Staff (provide name)				
Staff (provide name)				
Staff (provide name)				

<b>NonPersonnel</b>	<b>Cost</b>
Travel	
Printing	
Other fixed expenses(please describe)	
<b>NonPersonnel SubTotal</b>	

<b>Task 2: Outreach and Education</b>	<b>Job Title</b>	<b>Cost per hour</b>	<b>Number of hours</b>	<b>Total cost</b>
Staff (provide name)				
Staff (provide name)				
Staff (provide name)				

<b>NonPersonnel</b>	<b>Cost</b>
Travel	
Data Procurement	
Other fixed expenses(please describe)	
<b>NonPersonnel SubTotal</b>	

<b>Task 3: Existing Conditions Assessment (ECA)</b>	<b>Job Title</b>	<b>Cost per hour</b>	<b>Number of hours</b>	<b>Total cost</b>
Staff (provide name)				
Staff (provide name)				
Staff (provide name)				

<b>NonPersonnel</b>	<b>Cost</b>
Travel	
Data Procurement	
Other fixed expenses(please describe)	
<b>NonPersonnel SubTotal</b>	

<b>Task 4: Market Analysis and Recommendations</b>	<b>Job Title</b>	<b>Cost per hour</b>	<b>Number of hours</b>	<b>Total cost</b>
Staff (provide name)				
Staff (provide name)				
Staff (provide name)				

<b>NonPersonnel</b>	<b>Cost</b>
Travel	
Data Procurement	
Other fixed expenses(please describe)	
<b>NonPersonnel SubTotal</b>	

<b>Task 5: Environmental Conditions Study and Enhancement Alternatives Analysis</b>	<b>Job Title</b>	<b>Cost per hour</b>	<b>Number of hours</b>	<b>Total cost</b>
Staff (provide name)				
Staff (provide name)				
Staff (provide name)				

<b>NonPersonnel</b>	<b>Cost</b>
Travel	
Data Procurement	
Other fixed expenses(please describe)	
<b>NonPersonnel SubTotal</b>	

<b>Task 6: Land Use and Transportation Analysis</b>	<b>Job Title</b>	<b>Cost per hour</b>	<b>Number of hours</b>	<b>Total cost</b>
Staff (provide name)				
Staff (provide name)				
Staff (provide name)				

<b>NonPersonnel</b>	<b>Cost</b>
Travel	
Data Procurement	
Other fixed expenses(please describe)	
<b>NonPersonnel SubTotal</b>	

<b>Task 7: Draft and Final Corridor Plan</b>	<b>Job Title</b>	<b>Cost per hour</b>	<b>Number of hours</b>	<b>Total cost</b>
Staff (provide name)				
Staff (provide name)				
Staff (provide name)				

<b>NonPersonnel</b>	<b>Cost</b>
Travel	
Printing	
Other fixed expenses(please describe)	
<b>NonPersonnel SubTotal</b>	

<b>Task 8: Plan Adoption and Follow-up</b>	<b>Job Title</b>	<b>Cost per hour</b>	<b>Number of hours</b>	<b>Total cost</b>
Staff (provide name)				
Staff (provide name)				
Staff (provide name)				

<b>NonPersonnel</b>	<b>Cost</b>
Travel	
Printing	
Other fixed expenses(please describe)	
<b>NonPersonnel SubTotal</b>	

<b>Total Project Price</b>	
----------------------------	--

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:

---

**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/Contactor \_\_\_\_\_

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 in 49 CFR 23). If "IS" is checked, attach copy of document that certifies Bidder's status as a DBE.