



# Chicago Metropolitan Agency for Planning

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February 4, 2016

## **REQUEST FOR PROPOSALS (RFP) NO. 150 FROM CONSULTING FIRMS FOR A COMPREHENSIVE PLAN FOR THE VILLAGE OF ROMEOVILLE, ILLINOIS**

The Chicago Metropolitan Agency for Planning (CMAP) is requesting proposals to provide assistance with developing a new Comprehensive Plan for the Village of Romeoville as described in the enclosed Request for Proposals (RFP).

CMAP will conduct a non-mandatory pre-bid information session on February 10<sup>th</sup>, 2016 at 10:00 a.m. local time. Consultants 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. A driver's license or state ID is required for entry into the tower. To join by webinar/conference call, email Yesenia Ambriz at [yambriz@cmap.illinois.gov](mailto:yambriz@cmap.illinois.gov) requesting Village of Romeoville webinar/conference call information. An e-mail with the webinar/conference call information will be sent to all who have registered by noon on February 9<sup>th</sup>.

Participation in 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. The questions and responses noted during the pre-bid discussion will be sent to all meeting attendees and posted to the CMAP website.

As many consultants are aware, CMAP has paused most of its contracts and procurements due to impacts caused by the state's inability to pass a budget. However, the Romeoville Comprehensive Plan will be able to be initiated without delays, due to alternative funding arrangements for this particular project.

If your team is qualified and experienced in performing the described services, CMAP would appreciate receiving your proposal as indicated in the RFP. The deadline for submissions in response to the RFP is **3:00 p.m. February 25, 2015**.

Thank you, and if you have any questions, please call me at (312) 386-8756.

Sincerely,

Penny DuBernat  
Procurement Officer

Enclosure

## REQUEST FOR PROPOSALS (RFP) NO. 150 FROM CONSULTING FIRMS FOR A COMPREHENSIVE PLAN FOR THE VILLAGE OF ROMEOVILLE

*The Chicago Metropolitan Agency for Planning (CMAP) invites consultants to submit proposals to prepare a new Comprehensive Plan for the Village of Romeoville, as described in this scope of work. 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.

#### **Project 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 120 local planning projects, with over 40 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.

In addition to the core tasks related to creating the comprehensive plan as detailed in the RFP, the consultant may submit a maximum of two additional option(s) or enhanced elements to the core tasks. These options or enhancements are at the discretion of the consultants. These options may or may not be exercised based on the quality of the options and budgetary constraints.

#### **General Information**

As a result of responses to this RFP, CMAP plans to review submissions and conduct interviews with selected consultants it determines can best meet the requirements outlined below. Negotiations will be held on both the scope and the cost to select the consultant 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 awarded will be for a period ending fifteen months from contract initiation.

### SECTION 2: Scope of Project and Procurement Details

#### **Project Background**

The Village of Romeoville is a dynamic, growing community located along the I-55 corridor in northern Will County. The Village covers 18.88 square miles and had a population of 39,680 as per the 2010 U.S. Census. The last comprehensive plan was completed in 2001 with a narrow focus on future land uses and community vision. It lacked specifics on the various elements of a traditional plan and on how to accomplish the stated vision, and lacked attention to the transportation system. Romeoville is looking for an updated comprehensive plan that contains clearly outlined policies and strategies to help Village officials tackle local transportation and land use issues. The community wishes to capitalize on its unique attributes including its location within the I-55 industrial development corridor, historic Route 66 (IL Route 53), Lewis University and the Lewis University Airport, an upcoming Metra Station along the Heritage Corridor railway, and Weber Road commercial corridor.

Romeoville has grown rapidly over the last 20 years, including doubling in population and adding significant industrial and commercial development. The assessed valuation of property is somewhat evenly split between residential (49%) and industrial (41%) uses. However, there remain several key locations in the Village that have not been able to realize their full potential. Also, the rapid and somewhat unplanned growth has resulted in a range of mobility issues for vehicles, transit, and pedestrians alike. The Village intends for its comprehensive plan to incorporate the recommendations of its Master Transportation Plan and Bike Trail Master Plan, both adopted in 2009.

The Village does not have a traditional downtown district. Over the years, officials have made concerted efforts to create a vibrant town center in Uptown Square. The 40-acre site was originally developed as Hampton Park Terrace in the mid-1960s but saw much of its retail development migrate westward along Weber Road, creating an underutilized and blighted area. The Village created a tax increment finance (TIF) district in 2004, and today Uptown Square includes a number of community facilities such as an athletic and event center, White Oak Library, Robert C. Hill Elementary School, as well as a variety of commercial businesses.

The housing style is predominantly single-family, making up more than 90% of the total stock. Diversifying the housing stock to meet the needs of a younger demographic will be a key element of the plan. The scope of services further identifies sub areas that this plan will need to address in terms of transportation, economic development, and visual character. The Village would like to emphasize the need for an implementation oriented and fiscally sustainable plan that takes market realities, transportation needs, and infrastructure capacity into account.

To assist in understanding Romeoville's current conditions, consultants may refer to the Community Data Snapshot compiled by CMAP in March 2015. [Summary data tables](#) have been assembled consisting of demographic, economic, housing, and transportation information for Romeoville, Will County, and the seven-county CMAP region. A [Subdivisions Map](#) and series of [GIS Maps](#) also provide for a more detailed understanding of the different subdivisions and assets within Romeoville.

#### Current Plans

The Village has undertaken several other studies which should be reviewed, referenced, and incorporated by consultants during the planning process. These include:

- In 2015 the U.S. Army Corps of Engineers, Chicago District began a study of the potential effects associated with flooding within the [DuPage River watershed](#). The Village of Romeoville is located within this watershed. The study will investigate overbank and backwater flooding along the DuPage River and its major tributaries and will focus on possible structural and non-structural alternatives to reduce flood risks. Communities in Will County that are part of the study include Romeoville, Bolingbrook, Joliet, Crest Hill, Plainfield, Minooka, Channahon, Plainfield Township and Wheatland Township.
- In 2012 the Village adopted the [East Side Plan](#). The Plan was funded through a Community Planning Grant received from the Regional Transportation Authority (RTA). The conceptual development plan was meant to envision the future of the station area around the upcoming commuter rail station in Romeoville along Metra's Heritage Corridor (HC) rail line. The new Comprehensive Plan process should be used as an opportunity to confirm the goals of the East Side Plan.
- In 2009 the Village adopted a [Master Transportation Plan](#). The primary goal of the study is to provide strategies for accommodating existing and future local transportation needs. Topics addressed include corridor beautification, bicycle/pedestrian facilities, traffic calming possibilities, and public transportation. Included in the Master Plan as Appendix C is the Village's Transportation Corridor Beautification Plan prepared by Hitchcock Design Group.

- A [Bike Trail Master Plan](#) was adopted in 2009. The plan illustrates existing and proposed bike trails, existing grade-separated crossings, and proposed trail nodes. The new Comprehensive Plan should identify existing trails (including those installed following the adoption of the Bike Trail Master Plan), proposed trail recommendations that support the existing Bike Trail Master Plan, and also support trail implementation efforts.
- The Village adopted the [Downtown Master Plan](#) in 2003. The plan provides recommendations for the revitalization of Romeoville's downtown (formerly Spartan Square) which experienced decline as retail development began to migrate westward to the Weber Road corridor. While the Downtown Master Plan has been used to guide some development, the 13-year old plan is considered outdated. The Comprehensive Plan should include an updated vision for the Downtown area and incorporate any relevant recommendations from the previous plan while providing direction that reflects the new development that has occurred in the area.
- The Village of Romeoville's [Comprehensive Land Use Plan](#) was adopted in 2001. Since that time the Village has experienced tremendous growth. Goals, objectives, and plans identified in the 2001 plan are now obsolete and need to be revisited. The 2001 Comprehensive Plan is essentially a one page pamphlet with a future land use map and is missing information on many of the key elements found in a comprehensive plan.

### **Project Description**

The Village of Romeoville desires to create a new Comprehensive Plan that will serve as a blueprint for the future of Romeoville and guide decision making over the next 20 years. As part of the planning process, the Village wants to ensure that best practices and regional considerations are evaluated while addressing future growth in Romeoville, managing its impact on the transportation system, and promoting the livability principles of CMAP's GO TO 2040 plan. Furthermore, the Village desires an extensive public participation process that will involve all of Romeoville's stakeholders in the development of the new Comprehensive Plan.

### Key Topic Areas

In addition to the essential components, the new Comprehensive Plan should also include/address the following key topic areas:

- **Market Study.** As part of the existing conditions report the consultant should conduct a detailed market study for the Village. The market study should include a snapshot of existing market conditions for residential and commercial development as well as recommendations for the potential of new housing and retail in Romeoville. While the focus of the market study should be on retail and housing, additional consideration should be given to office and industrial development. The new Comprehensive Plan should utilize the results of the market study to link land use and development recommendations to market realities.
- **IL Route 53 Corridor.** The Route 53 Corridor runs north-south through the Village's East End. IL Route 53 is a four-lane arterial under IDOT's jurisdiction. The corridor consists of a variety of land uses including a number of large vacant parcels. The consultant should also be familiar with the recommendations of Will County's 2014 [Route 53 Corridor Plan](#). The Comprehensive Plan should identify recommendations for improving the transportation circulation, attracting new developments, and strengthening the corridors image and appearance.
- **Weber Road Corridor (Ward Farm).** Weber Road is a highly-travelled arterial running north-south along the west side of the Village with an often congested interchange with I-55. There are plans to reconfigure the interchange as a diverging diamond (similar to the recently opened interchange of I-88 and Route 59). A variety of land uses exist within the corridor including large residential subdivisions, and a mix of large retailers. The corridor does have some key redevelopment sites such as the property known as Ward Farm. The Comprehensive Plan should identify land use and transportation recommendations within the Weber Road Corridor.

- **Infrastructure Capacity.** While market support is important, the Village's infrastructure capacity should also be a factor in creating a realistic and implementable Comprehensive Plan. With numerous opportunities to accommodate significant development within the Village, such as the undeveloped portions of the Weber Road corridor, it is important that future demands on infrastructure do not outstrip the Village's ability to extend services or expand infrastructure capacity. Coordination will be needed with the Village's engineering staff throughout the planning process to ensure that land use and development recommendations can be supported.
- **Residential Area Policies.** The age and condition of housing varies throughout the Village and greater housing diversity is desired. Some of the Village's older neighborhoods, such as Hampton Park which is located southwest of Uptown Square, have properties that are in need of improved maintenance. The Comprehensive Plan should recommend strategies to attract and support residential reinvestment in aging neighborhoods like Hampton Park within Romeoville and improve the overall housing stock throughout the Village.
- **Brownfield Redevelopment.** Romeoville has a long history of industrial development and there are a number of brownfields located within its boundaries. The new Comprehensive Plan should identify redevelopment and remediation recommendations for brownfield sites in the community while also identifying potential implementation strategies and/or funding sources and mechanisms.
- **Implementation Strategy.** The Village desires that the new Comprehensive Plan identify how to best achieve desired goals and objectives including actionable tasks, potential funding sources and mechanisms, and implementation partnership opportunities.

The contract for this project is expected to be approximately 15 months in length, beginning in May 2016 and concluding in August 2017.

## **Scope of Services**

This scope of work seeks to prepare a Comprehensive Plan for the Village of Romeoville, Illinois. The selected consultant will work under the direction of CMAP, but is expected to interact frequently with representatives of Romeoville through a steering committee. Consultants should expect the steering committee to meet at least 5 times over the duration of the project.

Expected project stages and activities are described below. Flexibility is provided to consultants in the specific format and contents of the deliverables that are produced (such as a single existing conditions report versus a series of topic-specific memos). Consultants are encouraged to produce deliverables that best fit the particular needs of Romeoville. Consultants should clearly identify their proposed deliverables in the proposal and should clearly tie these to the project activities described below.

Drafts of all deliverables should be provided to CMAP and the Village of Romeoville to allow sufficient time for review, consistent with CMAP's standards for deliverable review. Formal deliverables (drafts of final products) should be provided to CMAP and the Village at least two weeks before their release to a steering committee or the public, and interim deliverables should be provided with at least one week for review.

*Public and Stakeholder Engagement.* The consultant should include a plan for public engagement in their proposal. Among the potential public engagement activities that should be considered (though not all are required to be included in the proposal) are key person interviews, an interactive website, updates to the Planning and Zoning Commission and/or Village Board, open houses, and public workshops/meetings. Consultants are also encouraged to propose other innovative public engagement methods.

*Existing Conditions.* The consultant should propose an approach to analyze key current conditions in the community. While the format of the existing conditions deliverable is left up to the consultant; the existing conditions analysis should include a market study to address recent changes in the housing market and economic conditions, along with an examination of demographics, land use and zoning, transportation, the natural environment, community services and infrastructure, and image and identity. The discussion of existing conditions should provide a regional context and a glimpse into Romeoville's history. The analysis should also include summaries of previous plans and a brief summary of ongoing and recent planning activities in adjacent communities. Ultimately, it should include sufficient background to justify and explain Comprehensive Plan recommendations that will eventually be made.

Consultants should specify the format of deliverables in detail and discuss the issues that are expected to be covered in the analysis of Existing Conditions.

*Vision and Goals.* The consultant should propose an approach to developing a vision, goal, and/or objective statements for this project. These should not contain specific recommendations for action, but should provide general principles to be accomplished through the project. Consultants may propose to develop vision, goal, and/or objective statements as a stand-alone activity or as part of another project activity. Likewise, the vision, goal, and/or objective statements may be a separate deliverable, or included as part of another deliverable. Consultants have flexibility to propose a variety of approaches and to re-visit the goals and objectives of the existing Comprehensive Plan. The format of the deliverable should be clearly specified in the proposal.

*Key Recommendations.* At approximately the midpoint of the project, before the preparation of the draft plan begins in earnest, consultants should be prepared to discuss the plan's expected recommendations. The purpose of this deliverable is to provide Romeoville and CMAP with a summary of key recommendations before significant resources are spent drafting the plan. This task should be used to identify any significant problems with elements of the proposed plan. This can be done through preparing a brief memorandum, presentation, or similar document. The deliverable should be provided to relevant Romeoville staff and CMAP staff for review and comment. If significant issues arise through the planning process, it may be appropriate to schedule a steering committee meeting to discuss these recommendations as well. Consultants should clearly specify the format of proposed deliverables for this task.

*Draft Plan.* The consultants should work with staff from the Village of Romeoville, CMAP, and the steering committee to analyze information and data from the existing conditions research, the public engagement process, and the response to the presentation of key recommendations; these elements should be used to develop the draft plan. Consultants have flexibility in the format and length of the draft plan, but should specify this clearly in the proposal. The key topic areas identified in the **Project Description** can be addressed in a variety of ways, but it is anticipated that distinct sub-area plans would be developed for the 1) IL Route 53 Corridor and 2) Weber Road Corridor. A detailed Implementation Strategy should also be developed either as a standalone chapter or embedded within pertinent plan sections.

*Final Plan.* The consultant should prepare a final plan based on comments made regarding the draft plan by CMAP, Romeoville, stakeholders, and others. The Romeoville Planning and Zoning Commission will review the final plan, and ultimately, the Village Board will formally adopt the plan. Consultants should assume that a series of meetings would be necessary, including an initial presentation to the project steering committee, an informational open house, a formal public hearing, and presentations to the Planning and Zoning Commission and the Village Board. Some of these meetings may be able to occur concurrently; it is likely that the public hearing can occur in conjunction with the presentation to the Planning and Zoning Commission meeting. The Village of Romeoville will require twenty-five (25) hard copies of the Final Plan and one (1) digital version. A copy of the Final Plan will be posted on the Village's website.

*Implementation.* Following project completion, CMAP may, at its discretion, enter into a two-year contract with the selected consultant to assist with implementation. This will be small-scale assistance, totaling no more than \$20,000 over the two-year period. Consultants should **not** include costs for implementation activities in their total project costs, either as part of the base proposal or the options.

### Optional Scope Tasks

In addition to the core Comprehensive Plan tasks above, CMAP would like to consider additional or perhaps enhanced option(s) that the consultant would like to offer to enhance specific elements of this plan. **Consultants may provide a maximum of two options.** Each option may include as many or as few tasks and deliverables as the consultant would like, but the consultant should clearly specify the deliverables and cost associated with each option. These options are at the discretion of the consultants to include and could for example include (but are not limited to):

- Additional outreach meetings, enhanced project websites, or other public engagement activities.
- Renderings of future developments at key locations in the Village of Romeoville.
- Design guidelines for commercial areas (including guidelines for building design, location, streetscaping, business signage, parking areas, and pedestrian amenities).
- Other elements at the discretion of the consultant.

These options may or may not be exercised based on the quality of the options and budgetary constraints.

### **Selection Process and Schedule**

February 4	Release RFP
February 10	Non-mandatory pre-bid information session/webinar at CMAP
February 25	Proposals due
Late March 2016	Interview finalists
April 2016	Decision and Execution of Contract

### **Proposal Evaluation**

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

1. The demonstrated record of experience of the consultant as well as identified staff in providing the professional services identified in this scope of work, including addressing the topical issues identified in the Project Background and Project Description sections.
2. The consultant's approach to preparing a comprehensive plan that addresses the priorities identified in the Project Background and Project Description sections.
3. The consultant's approach to the comprehensive plan development process, including community engagement, preparation of deliverables, and implementation.
4. The quality and relevance of the examples of similar work.
5. The quality of the option(s) submitted.
6. The consultant's integration of the principles of GO TO 2040 into the proposal.
7. Cost to CMAP, including consideration of all project costs and per-hour costs.

All timely responses received to this scope of work will be reviewed and interviews may be conducted with selected submitters CMAP determines can best meet the above requirements. Cost will be evaluated against other factors based upon the professional judgment of those involved in the evaluation. A committee including representatives from CMAP and the Village of Romeoville will make the selection decision.

As applicable, hourly rates, titles and names of personnel the submitter proposes to use will be requested and negotiations will be held as necessary to select the consultant 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. Thursday, February 25, 2016**

Submissions should be submitted in the order presented:

1. Identify the consultant team that will be involved in this project. Clearly identify the project manager, and specify the role of subcontractor. Each individual with significant time on the project should be identified and their role defined whether they work for the lead firm or a subcontractor.
2. Provide a narrative describing the consultant's approach as it relates to interacting with CMAP and the Village on the management and oversight of the project. Consultants should specify their approach as it relates to conducting the tasks necessary to produce the deliverables, engaging the public and other stakeholders, coordinating with the other planning projects that are underway and upcoming, and interacting with CMAP and the Village on the management and oversight of the study.
3. If choosing to submit one or two options, provide a separate narrative describing up to two optional scope elements that the consultant thinks would enhance the project.
4. Expand further on the likely contents and format of the deliverables described in Section 2. Consultants should demonstrate extensive knowledge of the elements that are expected to be included in each deliverable. Consultants should also demonstrate familiarity with relevant topical issues mentioned and including any relevant principles or recommendations from GO TO 2040.
5. Provide at least three examples of similar work that the consultant has completed. Specify the client, the date prepared, and the approximate cost for each example. Provide references for each project including individual contact name and phone number.
6. Complete the "Price Proposal Form," Attachment 1, with all proposed pricing for this project. Specify hourly rates for relevant staff and any other expenses in the estimation of cost. If submitting up to two optional scope elements, include these costs in the options table(s).
7. Sign and submit the "Certificate Regarding Workers' Compensation Insurance," Attachment 2, the "Information to be provided by Bidder," Attachment 3, and "Certification for Contracts, Grants, Loans, and Cooperative Agreements," Attachment 4.

### **Submittal Requirements for Proposals**

Proposals must be submitted to CMAP no later than 3:00 p.m., February 25, 2016. Three (3) paper copies of all proposals as well as one electronic copy of the proposal is required. 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: Procurement Officer  
Response to RFP No. 150  
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 Penny DuBernat, (312) 386-8756 or Email: [pdubernat@cmap.illinois.gov](mailto:pdubernat@cmap.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:

- 1) Withdraw this RFP at any time without prior notice.
- 2) Accept or reject any and all submissions, or any item or part thereof
- 3) Postpone qualifications due date.
- 4) Not award a contract to any submitter responding to this RFP.
- 5) Award a contract without negotiations or discussions.

Consultants 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 Consultant 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.** Signatories of this Agreement certify that these conditions and procedures and terms and the conditions and procedures specific to this project will be adhered to unless amended in writing.

- 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 Consultant 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 Consultant 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 Consultant or to future performance of such terms or conditions and Consultant's obligation in respect thereto shall continue in full force and effect. Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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) Compliance/Governing Law. The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.
  - 4) Availability of Appropriation (30 ILCS 500/20-60). This Agreement is contingent upon and subject to the availability of funds. CMAP, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly, the state funding source, or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason. CONSULTANT will be notified in writing of the failure of appropriation or of a reduction or decrease.
  - 5) Allowable Charges. No expenditures or charges shall be included in the cost of the Project and no part of the money paid to the Consultant shall be used by the Consultant 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 Consultant 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 Consultant 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.

6) Method of Payment.

Project expenditures are paid directly from Village of Romeoville funds. Because CMAP is responsible for obtaining federal reimbursement for project expenditures, it is necessary that CMAP monitor all procedures and documents which will be used to claim and support project-related expenditures. The following procedures should be observed to secure payment:

- a) Based on services performed, Consultant 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@cmmap.illinois.gov](mailto:accounting@cmmap.illinois.gov)

All invoices shall be signed by an authorized representative of the CONSULTANT

- 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 Consultant 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 Consultant a written statement regarding its ineligibility or deficiencies to be eliminated prior to its acceptance and processing. All invoices for services performed and expenses incurred by CONSULTANT for the services of this Agreement must be presented to CMAP no later than fifteen (15) days after the end of this Agreement. Notwithstanding any other provision of this Agreement, CMAP shall not be obligated to make payment to CONSULTANT on invoices presented after said date. No payments will be made for services performed prior to the effective date of this Agreement. All payments will be transferred electronically to Consultant's business bank account. The successful Consultant will be requested to provide transfer numbers for the business bank account when the contract is finalized.

- 7) Audits. The records and supportive documentation for all completed projects are subject to an on-site audit by CMAP. CMAP reserves the right to inspect and review, during normal working hours, the work papers of the independent auditor in support of their audit report.

8) Access to Records.

- a) The Consultant 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 Consultant 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:

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

- b) The Consultant 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:

- i) 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.
- ii) 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.

9) Cost Category Transfer Request.

Notification to CMAP is required for transfers among appropriated cost categories which exceed 15% of the line item. No transfer of funds can exceed the total Agreement. The CONSULTANT must submit a written report (form provided by CMAP) to CMAP detailing the amount of transfer, the cost categories from and to which the transfer is to be made, and rationale for the transfer.

10) Procurement Procedures. All procurement transactions for Contractual Services, Commodities and Equipment shall be conducted in a manner that provides maximum open and free competition. The CONSULTANT shall also meet the following minimum procedural requirements.

- a. Subcontracting: Subcontracting, assignment or transfer of all or part of the interests of the CONSULTANT concerning any of the obligations covered by this Agreement is prohibited without prior written consent of CMAP.
- b. Procurement of Goods or Services: For purchases of products or services with any Agreement funds that cost more than \$3,000 but less than the simplified acquisition threshold fixed at 41 U.S.C. 403 (11), (currently set at \$100,000), the CONSULTANT shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Agreement funds that are in excess of \$100,000 will require the CONSULTANT to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the CONSULTANT, the procedures of CMAP will be used, provided that the procurement procedures conform to the provisions in Part 3 (K) below. The CONSULTANT may only procure products or services from one source with any Agreement funds if: (1) the products or services are available only from a single source; or (2) CMAP authorizes such a procedure; or (3) after solicitation of a number of sources, competition is determined inadequate.
- c. Records. The CONSULTANT shall maintain records sufficient to detail the significant history of procurements. These records shall include, but are not necessarily limited to: information pertinent to rationale for the method of procurement, selection of contract type, consultant selection or rejection, and basis for the cost or price.
- d. No CONSULTANT employee shall participate in the procurement of products or services if a conflict of interest, real or apparent, would be involved. No employee shall solicit or accept anything of monetary value from bidders or suppliers.

11) Equipment Inventory. An inventory of non-expendable personal property having a useful life of more than two years and an acquisition cost of \$500 or more is subject to periodic inspection by CMAP.

12) Suspension. If the Consultant fails to comply with the special conditions and/or the general terms and conditions of this Agreement, CMAP may, after written notice to the Consultant, suspend the Agreement and withhold further payments or prohibit the Consultant from incurring additional obligations of funds pending corrective action by the Consultant. If corrective action has not been completed within sixty (60) calendar days after service of written notice of suspension, CMAP shall

notify the Consultant 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 Consultant could not reasonably avoid during the period of suspension provided such costs meet the provisions of the U.S. Office Management and Budget 2 CFR 200 in effect on the date first above written.

13) 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 Consultant 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 Consultant at the time of termination may be adjusted to the extent of any additional costs occasioned to CMAP by reason of the Consultant's default. If Termination by Default is effected by the Consultant, 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 Consultant for services rendered and expenses incurred prior to termination, in addition CMAP may include cost reasonably incurred by the Consultant 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 Consultant 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 Consultant 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 Consultant 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.

- 14) Remedies. Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between CMAP and the Consultant 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.

- 15) Equal Employment Opportunity. The Consultant 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 Consultant 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 Consultant 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 Consultant 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.
- 16) Small and Minority Business Enterprise. In connection with the performance of this Agreement the Consultant 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.
- 17) 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.
- 18) 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 Consultant 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.
- 19) Patents and Copyright Responsibility.
- a. The Consultant agrees that any material or design specified by the Consultant or supplied by the Consultant pursuant to this Agreement shall not infringe any patent or copyright and the Consultant shall be solely responsible for securing any necessary licenses required for patented or copyrighted material used by the Consultant.
  - 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 Consultant's promise as contained in paragraph a of this clause, the Consultant shall save harmless and indemnify

CMAP from all loss, damage or expense (including attorney's fees) due to defending CMAP from such claim.

- b) 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 Consultant shall include provisions appropriate to effectuate the purpose of this condition in all subcontracts under this Agreement involving research, developmental, experimental or demonstration work.

20) 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 Consultant. Any successor to the Consultant'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 Consultant 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 Consultant 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.

21) Subcontracts.

- a. Any subcontractors or outside associates or consultants required by the Consultant 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 consultants 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 Consultant may not subcontract services agreed to under this Agreement without prior written approval of CMAP.

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

23) Ownership of Documents/Title of Work. All documents, data and records produced by the Consultant in carrying out the Consultant'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 Consultant. 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 Consultant.

- 24) Software. All software, related computer programs, and source code produced and developed by the Consultant (or authorized consultant or subcontractors thereof) in carrying out the Consultant's obligation hereunder, without limitation and whether preliminary or final, shall become and remain the property of both CMAP and the Consultant. 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 consultant.
  - a) 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 Consultant.
- 25) 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 Consultant shall include provisions appropriate to effectuate the purpose of this clause in all subcontracts for work under this Agreement.
- 26) Confidentiality Clause. Any documents, data, records, or other information given to or prepared by the CONSULTANT pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by CMAP. All information secured by the CONSULTANT from CMAP in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by CMAP.
- 27) Reporting/Consultation. The CONSULTANT shall consult with and keep CMAP fully informed as to the progress of all matters covered by this Agreement.
- 28) Identification of Documents. All reports, maps, and other documents completed as part of this Agreement, other than documents exclusively for internal use within the Consultant'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 Consultant. "This material was prepared in consultation with CMAP, the Chicago Metropolitan Agency for Planning, (<http://www.cmap.illinois.gov>)."
- 29) 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.
- 30) Workers' Compensation Insurance. The Consultant 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.

- 31) Independent Consultant. Consultant's relationship to CMAP in the performance of this Agreement is that of an independent consultant. Consultant's personnel performing work under this Agreement shall at all times be under Consultant's exclusive direction and control and shall be employees of Consultant and not employees of CMAP. Consultant 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.
- 32) Federal, State and Local Laws. Consultant 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 Consultant shall be responsible for compliance as modifications are implemented. The Consultant's failure to comply shall constitute a material breach of this contract.
- 33) Hold Harmless and Indemnity. Consultant 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 Consultant, its officers, directors, employees, agents, subcontractors or suppliers, in connection with or arising out of the performance of this Agreement.
- 34) Equal Employment Opportunities -- Affirmative Action Sexual Harassment. Consultant 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).
- 35) International Boycott. Consultant certifies that neither Consultant 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).
- 36) Forced Labor. Consultant 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 CONSULTANT 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 CONSULTANT recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The CONSULTANT agrees that the most recent federal requirements will apply to the project as authorized by 49 U.S.C. Chapter 53, Title 23, United States Code (Highways), the Moving Ahead for Progress in the 21st Century Act (MAP-21), the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), as amended by the SAFETEA-LU Technical Corrections Act of 2008, or other Federal laws.
- B. **Certification Regarding Lobbying**
  1. As required by 31 U.S.C. 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," specifically 49 CFR 20.110:
    - a. The lobbying restrictions of this Certification apply to CONSULTANT/Grantee/Vendor requests:
      - (1) For \$100,000 or more in Federal funding for a Grant or Cooperative

- Agreement, and
    - (2) For \$150,000 or more in Federal funding for a Loan, Line of Credit, Loan Guarantee, or Loan Insurance, and
  - b. This Certification applies to the lobbying activities of:
    - (1) CONSULTANT/Grantee,
    - (2) Its Principals, and
    - (3) Its Subrecipients at the first tier,
- 2. CONSULTANT's/Grantee's/Vendor's authorized representative certifies to the best of his or her knowledge and belief that for each agreement for federal assistance exceeding \$100,000:
  - a. No Federal appropriated funds have been or will be paid by your Applicant or on its behalf to any person to influence or attempt to influence:
    - (1) An officer or employee of any Federal agency regarding the award of a:
      - (a) Federal Grant or Cooperative Agreement, or
      - (b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance, or
    - (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
      - (a) Federal Grant or Cooperative Agreement, or
      - (b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance,
  - b. CONSULTANT/Grantee/Vendor will submit a complete OMB Standard Form LLL (Rev. 7-97), "Disclosure of Lobbying Activities," consistent with its instructions, if any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence:
    - (1) An officer or employee of any Federal agency regarding the award of a:
      - (a) Federal Grant or Cooperative Agreement, or
      - (b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance, or
    - (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
      - (a) Federal Grant or Cooperative Agreement, or
      - (b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance, and
  - a. It will include the language of this Certification in the award documents for all subawards at all tiers, including, but not limited to:
    - (1) Third party contracts,
    - (2) Subcontracts,
    - (3) Subagreements, and
    - (4) Other third party agreements under a:
      - (a) Federal Grant or Cooperative Agreement, or
      - (b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance,
- 3. CONSULTANT/Grantee/Vendor understands that:
  - a. This Certification is a material representation of fact that the Federal Government relies on, and
  - b. It must submit this Certification before the Federal Government may award funding for a transaction covered by 31 U.S.C. 1352, including a:
    - (a) Federal Grant or Cooperative Agreement, or
    - (b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance, and
- 4. CONSULTANT/Grantee/Vendor also understands that any person who does not file a required Certification will incur 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 CONSULTANT assures that it will comply with all requirements of 49 CFR Part 21; FTA Circular 4702.1B, "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 CONSULTANT 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 CONSULTANT retains ownership or possession of the project property, whichever is longer, the CONSULTANT 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 CONSULTANT 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 consultant, 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 CONSULTANT certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of 2 CFR Part 200, Subpart D, Property Standards.

**E. Cost Principles** The CONSULTANT certifies that the cost principles and indirect cost proposals of this Agreement are consistent with 2 CFR Part 200, Subpart E, and Appendix VII to Part 200, and all costs included in this Agreement are allowable under 2 CFR Part 200, Subpart E, and Appendix VII to Part 200.

**F. Debarment** The CONSULTANT shall comply with Debarment provisions as contained in 2 CFR Part 1200, as amended. The CONSULTANT certifies that to the best of its knowledge and belief, the CONSULTANT and the CONSULTANT'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 CONSULTANT to certify to the certification in this section will not necessarily result in denial of participation in this Agreement. The CONSULTANT shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when the DEPARTMENT determined whether to enter into this transaction. If it is later determined that the CONSULTANT knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the DEPARTMENT may terminate this Agreement for cause. The CONSULTANT shall provide immediate written notice to the DEPARTMENT if at any time the CONSULTANT 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 CONSULTANT agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by the DEPARTMENT. The CONSULTANT agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the DEPARTMENT, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The CONSULTANT 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 CONSULTANT knows the certification is erroneous. The CONSULTANT may decide the method and frequency by which it determines the eligibility of its principals. The CONSULTANT may, but is not required to, check the Non-procurement List. If the CONSULTANT knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation, in addition to other remedies available to the federal government, the DEPARTMENT may terminate this Agreement for cause or default.

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

**G. Audit Requirements** The CONSULTANT certifies that it will comply with the requirements of 2 CFR Part 200, Subpart F, which sets forth standards for obtaining consistency and uniformity for the audit of non-Federal entities expending Federal awards. In particular, Section 200.501 requires the following:

a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.

(b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted except when it elects to have a program-specific audit.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) Except for the provisions for biennial audits provided in paragraphs (a) and (b), audits required by this part must be performed annually. Any biennial audit must cover both years within the biennial period.

(a) A state, local government, or Indian tribe that is required by constitution or statute, in effect on January 1, 1987, to undergo its audits less frequently than annually, is permitted to undergo its audits pursuant to this part biennially. This requirement must still be in effect for the biennial period.

(b) Any nonprofit organization that had biennial audits for all biennial periods ending between July 1, 1992, and January 1, 1995, is permitted to undergo its audits pursuant to this part biennially.

(f) The audit must be completed; the data collection form described in Appendix X to Part 200 and reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

(g) *Reporting package.* The reporting package must include the following:

(1) Financial statements and schedule of expenditures of Federal awards discussed in §200.510 Financial statements, paragraphs (a) and (b), respectively;

(2) Summary schedule of prior audit findings discussed in §200.511 Audit findings follow-up, paragraph (b);

(3) Auditor's report(s) discussed in §200.515 Audit reporting; and

(4) Corrective action plan discussed in §200.511 Audit findings follow-up, paragraph (c).

**H. Drug Free Workplace** The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT'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 CONSULTANT, and failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification by the Federal Government or the DEPARTMENT to the CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 consultant 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 23 U.S.C. 517(d), as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21), the CONSULTANT 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.

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 23 U.S.C. 517(d), the CONSULTANT 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 CONSULTANT 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 CONSULTANT certifies that it:

1. Has the legal authority and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project.
2. Will give the U.S. Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;
4. Will initiate and complete the work within the applicable project time periods;
5. Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
  - Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
  - Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, which prohibit discrimination on the basis of sex;
  - Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
  - The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
  - The Drug Abuse, Prevention, Treatment and Rehabilitation Act, Public Law 92-255, and amendments thereto, 21 U.S.C. 1101 *et seq.* relating to nondiscrimination on the basis of drug abuse;
  - The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Public Law 91-616, and amendments thereto, 42 U.S.C. 4541 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
  - The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-2 related to confidentiality of alcohol and drug abuse patient records;
  - Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing;
  - Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited, to 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or



- business opportunity, and Section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA programs; and
  - Any other nondiscrimination statute(s) that may apply to the project.
  - The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*
6. Will comply with all federal environmental standards applicable to the project, including but not limited to:
- Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;
  - Notification of violating facilities pursuant to Executive Order 11738;
  - Protection of wetlands pursuant to Executive Order 11990;
  - Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
  - Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 *et seq.*;
  - Conformity of federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 *et seq.*;
  - Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;
  - Protection of endangered species under the Endangered Species Act of 1973, as amended;
  - CONSULTANT/Grantee/Vendor will comply with the environmental protections for Federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, State, or local significance or any land from a historic site of national, State, or local significance to be used in a transportation Project, as required by 49 U.S.C. 303 (also known as "Section 4f");
  - 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; and
  - Environmental impact and related procedures pursuant to 23 C.F.R. Part 771.
7. Will comply with all other federal statutes applicable to the project, including but not limited to:
- As provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Relocation Act), 42 U.S.C. 4601 *et seq.*, and 49 U.S.C. 5323(b), regardless of whether Federal funding has been provided for any of the real property acquired for Project purposes, CONSULTANT/Grantee/Vendor:
    - (1) will provide for fair and equitable treatment of any displaced persons, or any persons whose property is acquired as a result of federally-funded programs,
    - (2) has the necessary legal authority under State and local laws and regulations to comply with:
      - (a) The Uniform Relocation Act. 42 U.S.C. 4601 *et seq.*, as specified by 42 U.S.C. 4630 and 4655, and
      - (b) U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR part 24, specifically 49 CFR 24.4, and

- (3) has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations because:
- (a) will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24,
  - (b) As required by 42 U.S.C. 4622, 4623, and 4624, and 49 CFR part 24, if an FTA-funded Project results in displacement, it will provide fair and reasonable relocation payments and assistance to:
    - 1. Displaced families or individuals, and
    - 2. Displaced corporations, associations, or partnerships,
  - (c) As provided by 42 U.S.C. 4625 and 49 CFR part 24, it will provide relocation assistance programs offering the services described in the U.S. DOT regulations to such:
    - 1. Displaced families and individuals, and
    - 2. Displaced corporations, associations, or partnerships,
  - (d) As required by 42 U.S.C. 4625(c)(3), within a reasonable time before displacement, it will make available comparable replacement dwellings to families and individuals,
  - (e) CONSULTANT/Grantee/Vendor will:
    - 1. Carry out the relocation process to provide displaced persons with uniform and consistent services, and
    - 2. Make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin,
  - (f) It will be guided by the real property acquisition policies of 42 U.S.C. 4651 and 4652,
  - (g) will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. 4653 and 4654, understanding that FTA will provide Federal funding for its eligible costs for providing payments for those expenses, as required by 42 U.S.C. 4631,
  - (h) will execute the necessary implementing amendments to FTA-funded third party contracts and subagreements,
  - (i) will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances,
  - (j) will incorporate these assurances by reference into and make them a part of any third party contract or subagreement, or any amendments thereto, relating to any FTA-funded Project involving relocation or land acquisition, and
  - (k) will provide in any affected document that these relocation and land acquisition provisions must supersede any conflicting provisions;
    - (1) The Hatch Act, 5 U.S.C. 1501 – 1508, 7324 – 7326, which limits the political activities of State and local agencies and their officers and employees whose primary employment activities are financed in whole or part with

Federal funds, including a Federal Loan, Grant Agreement, or Cooperative Agreement, and (2) 49 U.S.C. 5323(l)(2) and 23 U.S.C. 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA funding appropriated or made available for 49 U.S.C. chapter 53 and 23 U.S.C. 142(a)(2) to whom the Hatch Act does not otherwise apply,

- The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
- Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470;
- Executive Order 11593, which relates to identification and protection of historic properties;
- The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 et seq.;
- The Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 et seq., which relates to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by a federal award of assistance;
- The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 et seq., which relates to prohibiting the use of lead-based paint in construction or rehabilitation of residence structures;
- The Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations"; and
- Use of parks, recreation areas, wildlife and waterfowl refuges, and historic sites pursuant to 23 C.F.R. Part 774 (Section 4(f) requirements); and
- CONSULTANT/Grantee/Vendor will, to the extent applicable, comply with the protections for human subjects involved in research, development, and related activities supported by Federal funding of:
  - (1) The National Research Act, as amended, 42 U.S.C. 289 et seq., and
  - (2) U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11.

- O. Energy Conservation** To the extent applicable, the CONSULTANT and its third party consultants 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Forms (I-9). These forms shall be used by the CONSULTANT to verify that persons employed by the CONSULTANT are eligible to work in the United States.
- S. Buy America** As set forth in 49 U.S.C 5323(j) and 49 C.F.R. Part 661, 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 CONSULTANT acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the DEPARTMENT in connection with this Agreement, the DEPARTMENT reserves the right to impose on the CONSULTANT the penalties of 18 U.S.C. Section 1001, 31 U.S.C. Section 3801, and 49 CFR Part 31, as the DEPARTMENT may deem appropriate. CONSULTANT agrees to include this clause in all state and federal assisted contracts and subcontracts.
- U. Changed Conditions Affecting Performance** The CONSULTANT shall immediately notify the DEPARTMENT of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
- V. Third Party Disputes Or Breaches** The CONSULTANT agrees to pursue all legal rights available to it in the enforcement or defense of any third party contract, and FTA or U.S. DOT and the DEPARTMENT reserve the right to concur in any compromise or settlement of any third party contract claim involving the CONSULTANT. The CONSULTANT will notify FTA or U.S. DOT and the DEPARTMENT of any current or prospective major dispute pertaining to a third party contract. If the CONSULTANT seeks to name the DEPARTMENT as a party to the litigation, the CONSULTANT agrees to inform both FTA or U.S. DOT and the DEPARTMENT before doing so. The DEPARTMENT retains a right to a proportionate share of any proceeds derived from any third party recovery. Unless permitted otherwise by the DEPARTMENT, the CONSULTANT 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 the DEPARTMENT's immunity to suit.
- W. Fly America** CONSULTANT 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 CONSULTANT agrees that in no event shall any action or inaction on behalf of or by the DEPARTMENT, including the making by the DEPARTMENT of any payment under this Agreement, constitute or be construed as a waiver by the DEPARTMENT of any breach by the CONSULTANT of any terms of this Agreement or any default on the part of the CONSULTANT which may then exist; and any action, including the making of a payment by the DEPARTMENT, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the DEPARTMENT in respect to such breach or default. The remedies available to the DEPARTMENT under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.
- Y. Preference for Recycled Products** To the extent applicable, the CONSULTANT 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 CONSULTANT 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. Performance measurement** The CONSULTANT must relate financial data of this AGREEMENT to its performance accomplishments. Further, the CONSULTANT must also provide cost information or a budget in Part 6 to demonstrate cost effective practices pursuant to 2 CFR Part 200.301.

**BB. Project closeout** Pursuant to CFR Part 200.343 thru 200.345, the CONSULTANT must submit the required project deliverables, performance and financial reports, and all eligible incurred costs as specified in Parts 5 and 6, respectively, of this AGREEMENT no later than 90 days after the AGREEMENT's end date. Further, the CONSULTANT agrees that the project should then be closed no later than 360 days after receipt and acceptance by the DEPARTMENT of all required final reports.

**CC.** CONSULTANT is required to register with the System for Award Management (SAM), which is a web-enabled government-wide application that collects, validates, stores and disseminates business information about the federal government's trading partners in support of the contract award, grants and the electronic payment processes. If the CONSULTANT does not have a DUNS number, the CONSULTANT must register at <https://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 Part 3, paragraphs A through CC apply to the federally funded project. The CONSULTANT 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.
  
- 2) FTA Certification Regarding Lobbying. The Federal Transportation Authority (FTA) a source of funds for this project requires the Certification for Contracts, Grants, Loans, and Cooperative Agreements To be submitted with each bid or offer exceeding \$100,000. The Submitter shall attest to understanding and complying with the FTA Certification Regarding Lobbying (49 CRF PART 20) requirement and submit a completed "Certification for Contracts, Grants, Loans, and Cooperative Agreements" Attachment 4 to the RFP for any proposals which may or will exceed \$100,000.

**Attachment 1: Price Proposal Form**

In response to Chicago Metropolitan Agency for Planning (CMAP) Request for Proposal (RFP) No. 150 for Comprehensive Plan for the Village of Romeoville, Illinois dated February 4, 2016, the undersigned, as an individual(s) with the authority to bind the Proposer, understands and agrees to the specifications, terms, conditions and provisions of the RFP and prices proposed below unless otherwise modified by mutual agreement of the parties. It is also agreed that the proposal submitted in response to the RFP is valid for ninety (90) calendar days from the proposal due date.

Please enter pricing into the following matrixes. Please provide additional specifics where possible. Rates for all staff that may work on the project, including subcontractors, must be included. If price structure is variable by which of the firm’s employees are assigned, specify the employee billing level and the cost per hour for this level. All costs must be included. If desired, please submit costs for up to two option tasks including all costs. Please identify the option to match the written narrative provided.

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

**Primary Firm (please include name)** \_\_\_\_\_

	Staff name	Number of Hours	Hourly Rates	Total Cost
Staff Level 1				
Staff Level 2				
Staff Level 3				
Staff Level 4				
Travel and other fixed expenses (please describe what will be included)				

**Subcontractor (please enter name)** \_\_\_\_\_

	Staff name	Number of Hours	Hourly Rates	Total Cost
Staff Level 1				
Staff Level 2				
Staff Level 3				
Staff Level 4				
Travel and other fixed expenses (please describe what will be included)				

**Core Comprehensive Plan Total Cost** \_\_\_\_\_

**OPTIONAL TASK (please enter Task name)** \_\_\_\_\_

	Staff name	Number of Hours	Hourly Rates	Total Cost
Staff Level 1				
Staff Level 2				
Staff Level 3				
Staff Level 4				
Travel and other fixed expenses (please describe what will be included)				

**Subcontractor (please enter name)** \_\_\_\_\_

	Staff name	Number of Hours	Hourly Rates	Total Cost
Staff Level 1				
Staff Level 2				
Staff Level 3				
Staff Level 4				
Travel and other fixed expenses (please describe what will be included)				

**Option Total Cost** \_\_\_\_\_

**OPTIONAL TASK (please enter Task name)** \_\_\_\_\_

	Staff name	Number of Hours	Hourly Rates	Total Cost
Staff Level 1				
Staff Level 2				
Staff Level 3				

Staff Level 4			
Travel and other fixed expenses (please describe what will be included)			

**Subcontractor (please enter name)** \_\_\_\_\_

	Staff name	Number of Hours	Hourly Rates	Total Cost
Staff Level 1				
Staff Level 2				
Staff Level 3				
Staff Level 4				
Travel and other fixed expenses (please describe what will be included)				

**Option Total Cost** \_\_\_\_\_

Acknowledgement of Receipt of Addenda if any: (If none received, write "NONE.")	<u>Addendum Number</u>	<u>Date Received</u>
	_____	_____
	_____	_____

If awarded the project, 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: \_\_\_\_\_

DUNS No. \_\_\_\_\_

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.**

**Attachment 4: Information to be Provided by Bidder for Contracts  
that may or will exceed \$100,000**

The undersigned [Consultant] certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Consultant, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

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Signature of Consultant's Authorized Official

Date

Name and Title of Consultant's Authorized  
Official: \_\_\_\_\_