



# Chicago Metropolitan Agency for Planning

233 South Wacker Drive  
Suite 800  
Chicago, Illinois 60606

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

June 7, 2019

## **REQUEST FOR PROPOSALS (RFP) NO. 212 CMAP FREIGHT STUDIES: WESTERN WILL COUNTY TRUCK ROUTING AND COMMUNITIES STUDY AND WILL COUNTY FREIGHT TRANSPORTATION AND LAND USE STRATEGY**

The Chicago Metropolitan Agency for Planning (CMAP) is requesting proposals from qualified consultants to complete this project, which will administer two studies: the Western Will County Truck Routing and Communities Study (Truck Routing Study) and the Will County Freight Transportation and Land Use Strategy (Land Use Strategy), as described in this Request for Proposal (RFP).

CMAP will conduct a non-mandatory pre-bid information session on Friday, June 14, 2019 at 10:30 a.m. local time. Firms may attend in person or by webinar/conference call. Please register using this [link](#) by noon on June 13, 2019. 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.

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. Friday July 5, 2019.**

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

Sincerely,

Penny DuBernat  
Procurement/Contract/Compliance Officer

Enclosure

**REQUEST FOR PROPOSALS (RFP) NO. 212**  
**CMAP FREIGHT STUDIES: WESTERN WILL COUNTY TRUCK ROUTING AND COMMUNITIES**  
**STUDY AND WILL COUNTY FREIGHT TRANSPORTATION AND LAND USE STRATEGY**

*The Chicago Metropolitan Agency for Planning (CMAP) invites consultants to submit proposals for this project, which administers two studies under this RFP: the Western Will County Truck Routing and Communities Study (Truck Routing Study) and the Will County Freight Transportation and Land Use Strategy (Land Use Strategy), as described in this scope of work. Each consultant or consultant team must propose for both studies. 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 our region's official comprehensive planning organization. The agency and its partners have developed ON TO 2050, a comprehensive plan that builds upon its predecessor GO TO 2040, to help the seven counties and 284 communities of northeastern Illinois implement strategies that address community, prosperity, the environment, governance and mobility. See [www.cmap.illinois.gov](http://www.cmap.illinois.gov) for more information.

**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 with CMAP will be awarded for the work described.

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

**Project Background**

ON TO 2050 recommends [strategies](#) to maintain the region's status as North America's freight hub, while balancing community concerns and the economic benefits of freight.

Western Will County is part of one of the six [freight land use clusters](#) that CMAP has identified in the region. This rapidly growing cluster has a strong specialization in modern distribution facilities. It is home to several large and growing intermodal centers, with a median industrial building age of only 20 years. The county's intermodal yards had approximately 1.5 million intermodal lifts last year, with 23,400 workers in freight/manufacturing and 66 truck route miles to support the intermodals and other distribution activity.

Recent intermodal and distribution facility growth, as well as other economic development, has brought both benefits and challenges to the area. Parts of Will County remain primarily rural, and residents have raised concerns about the impact of new development on community character and agricultural business, as well as the safety and congestion issues that quickly growing truck traffic has brought to local roads. Within the freight land use clusters, appropriate and supportive infrastructure and policies are needed to best guide development. In addition, western Will County is home to significant regional natural and cultural assets. Midewin National Tallgrass Prairie, Abraham Lincoln National Cemetery, Des Plaines Conservation Area, Jackson Creek, the Kankakee River, and other important natural areas are amenities for the region as a whole but may be negatively affected by new development and traffic. Developing collaborative solutions that support economic development and complement communities, agriculture, cultural resources, and natural areas is critical for Will County to be competitive and resilient.

As a step to implementing ON TO 2050 and building on the recommendations of the [Will County Community Friendly Freight Mobility Plan](#), CMAP is undertaking the Western Will County Truck Routing and Communities Study (Truck Routing Study) and the Will County Freight Transportation and Land Use Strategy (Land Use Strategy). The Truck Routing Study and the Land Use Strategy are being pursued under a single RFP due to their overlap in geography, data collection, outreach needs, and transportation and development goals.

The selected consultant team will work under the direction of CMAP but is expected to interact frequently with representatives of local governments in the area, and partners, as listed in Task 2: Outreach and Engagement.

Additionally, Will County and the City of Joliet will soon begin the Joliet Intermodal Transportation Master Plan to identify the transportation needs for the current level of commerce in the area and for future build-out as identified in the Will County Community Friendly Freight Mobility Plan. The consultant team will be expected to coordinate with that project's sponsors as the planning effort progresses so that the outcomes of the three plans are consistent.

## **Project Description**

### *Study area:*

The study areas for both projects are located in western Will County and approximate. Map 1. Study Areas, highlights the two project study areas as well as the broader transportation network for the Truck Routing Study. Note that the study area for the Land Use Strategy is within the larger study area for the Truck Routing Study.

- The study area for the Truck Routing Study is roughly bounded by Illinois Route 59/I-55, 87th Street, County Line Road/Will Cook Road, and County Line Road/Town Line Road, including the communities of Woodridge and Bolingbrook. Improving truck movement through this study area may require data collection and analysis for nearby roadways within a broader transportation network bounded by I-57, I-294, I-88, Manteno Road, and Illinois Route 47 (indicated as “transportation network to consider” on map).
- The study area for the Land Use Strategy covers the communities of Elwood, Joliet, Manhattan, Wilmington, and adjacent areas, roughly located between the County line on the west and Route 45 on the east, and Interstate 80/Route 30 on the north and Peotone Road on the south.

The second map on the following page indicates the major jurisdictional and environmental elements and context of the study area.

### *Planning context and objectives:*

#### **Truck Routing Study:**

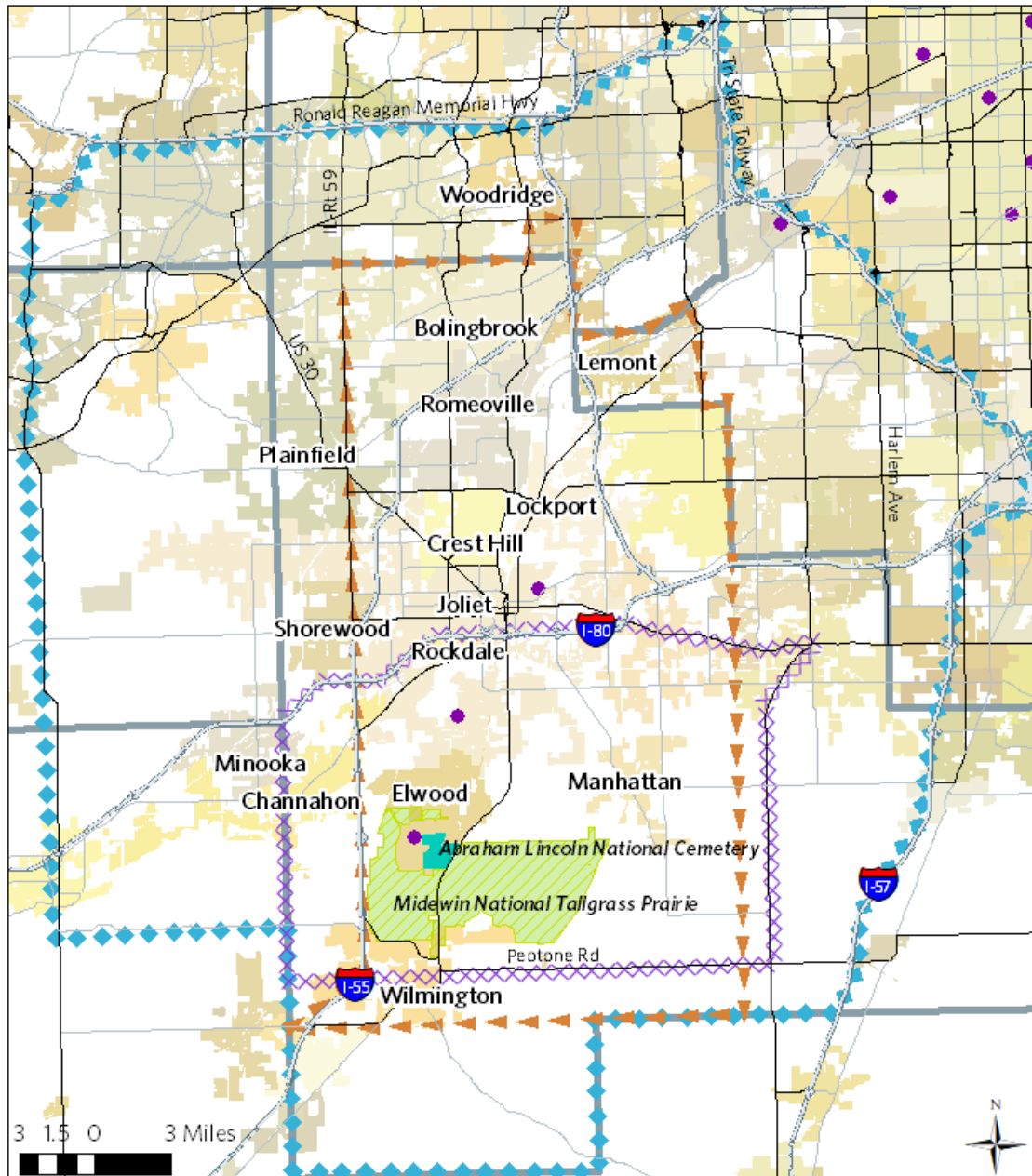
An effective truck route network aids smooth movement of trucks across jurisdictions on roads that are designed to accommodate them. In 2017, CMAP completed the [O'Hare Truck Routing Study](#) to guide the designation of the truck route network for the O'Hare area. This study should use the A-D level routing system in the “Proposed Truck Route Network” as a model, while also incorporating any more recent revisions to state statute.

Currently, restrictions established by localities often change at jurisdictional borders, requiring trucks to change roads. Coordinated networks increase compliance with the law and communicate to the trucking industry which roads are best suited to accommodate their size and weight. Coordinated networks can also reduce community impacts by directing trucks to the routes built for them, and away from residential neighborhoods or sensitive areas. In addition, insufficient infrastructure can also be an issue, and truck network studies help communities identify the capital investments needed to accommodate truck traffic on desired routes.

The Truck Routing Study will undertake a proactive and collaborative effort to designate consistent truck routes and coordinate restrictions across jurisdictional boundaries, implement innovative delivery-management policies, and examine environmental justice and quality of life issues for approximately 12 – 15 municipalities in Western Will County. The result will balance the needs of local communities, residents, natural, agricultural, and cultural assets, and industry.

The plan will provide recommendations for an improved truck route network in western Will County, as well as identifying capital improvements necessary to implement that routing network. Engineering will not be completed as part of this study. The study will also identify policies and practices to make the best use of the existing network, such as off-hour deliveries and parking/loading area management.

Map 1. Study Areas



## Study Areas Map

Data Sources: CMAP, IDOT

- Intermodal Yards
- Midwin National Tallgrass Prairie
- Abraham Lincoln National Cemetery
- County Boundaries
- Municipalities
- Freeways, Expressways, and Interstates
- Other Principal Arterial
- Minor Arterial
- ▶ Truck Routing and Communities Study Area
- ✕ Will County Freight Transportation and Land Use Strategy Study Area
- ◆ Transportation Network to Consider

Map 2. Context of Study Areas



Data Sources: CMAP, IDOT

## Context Map

- County Boundaries
- Municipalities
- Major Public Open Space
- Midwin National Tallgrass Prairie
- Abraham Lincoln National Cemetery
- Freeways, Expressways, and Interstates
- Other Principal Arterial
- Minor Arterial
- Regional Greenways and Trails (Existing, Planned, and Programmed)
- Streams
- Water Bodies

The study will also identify where truck movement causes concentrated negative quality-of-life impacts such as safety issues, noise and emissions, and provide localities with strategies to avoid, minimize and, if necessary, mitigate impacts. Gaps in truck parking capacity should also be identified. Finally, the study will identify communities within the study area that have not yet implemented the [Regional Truck Permitting Plan](#), and note the appropriate implementation approach from that report. The truck routing aspects of this study will focus on normally loaded trucks, not oversize/overweight trucks.

#### Land Use Strategy:

The second component of this project is the Land Use Strategy. This comprehensive planning initiative originated as a recommendation in the [Will County Community Friendly Freight Mobility Plan](#) (WCCFFMP) adopted by the Will County Board and sponsored by IDOT, FHWA, the Will County Center for Economic Development, and others. The WCCFFMP recommends that a comprehensive transportation and land use plan specifically be conducted in areas with freight clusters, noting that “continued growth without planning and new transportation investments may impact Will County’s economic competitiveness and quality of life.” This is particularly important in the area around the Joliet / Elwood cluster, which is projected to grow by nearly 40 million square feet of industrial space by 2040. The concerns described above contributed to the ON TO 2050 recommendations on truck routing. Addressing community impacts are particularly relevant in this subarea.

The selected consultant for this project will engage in a facilitated, open planning process to develop a comprehensive transportation and land use strategy for the Elwood/Joliet Supercluster. The strategy will be based on market-feasible development and provide a balance between economic development, natural resource protection, multi-modal connections, congestion relief, and quality of life / community character goals. The strategy will address a variety of topics such as: transportation infrastructure, freight, mobility, and congestion; residential, commercial, industrial, and transportation, distribution, and logistics (TDL)-related land use change and development; natural and agricultural resources (including water supply); environmental quality (including noise, dust, vibration, air quality, light pollution, and habitat); environmental justice; cultural resources; economic development; and quality of life. The strategy should cluster freight and development to complement communities and environmental resources, and to avoid, minimize, and, if necessary, mitigate the effects of conflicting land use changes so that transportation investments are strategic and sustainable. The strategy should be consistent with relevant regional, county, and local policy plans, such as ON TO 2050 (and supporting materials such as strategy papers), the Will County Community Friendly Freight Mobility Plan, and other county plans.

#### *Project duration:*

The contract for the entire project is expected to be approximately twenty-four months in length, with the Truck Routing Study portion completed within the first 18 months and the Land Use Strategy within 24 months from final contract signing.

The project scope should include the following milestones:

Project Kick-off: September of 2019 – but no later than November 30, 2019

Truck routing Study Completion: March of 2021 – but no later than May 30, 2021

Land Use Strategy completion and project close out: September of 2021 – but no later than November 30, 2021

*Project cost:*

The cost of this project is anticipated to be between \$125,000 and \$150,000 for the Truck Routing Study and between \$200,000 and \$225,000 for the Land Use Strategy. Consultants should produce a project scope that involves a level of effort consistent with these cost ranges. Also note that each project will require an individual Price Proposal Form.

**Scope of Services**

The consultant will need to complete two separate but overlapping studies, the Western Will County Truck Routing and Communities Study (Truck Routing Study) and the Will County Freight Transportation and Land Use Strategy (Land Use Strategy). As such, the Truck Routing Study and the Land Use Strategy should inform each other, and consultants should be able to capture efficiencies for tasks that are common to both—specifically Project Management, Outreach and Engagement, and Data Collection. Additionally, final deliverables should reinforce one another, with coordinated recommendations and strategies where relevant.

Consultants should clearly describe the expected deliverables in their proposal and should explicitly tie these to the project tasks. Consultants will have flexibility in the format of deliverables, the order in which tasks are undertaken, and similar details, but should accomplish all of the tasks described below. PLEASE NOTE: Drafts of all deliverables must be provided to CMAP, Will County, and partner communities for review at least two weeks before their release to a Steering Committee or the public.

Project tasks include:

**SHARED TASKS FOR TRUCK ROUTING STUDY AND LAND USE STRATEGY:**

*Task 1: Project Management*

In order to facilitate management, coordination and communication within the planning process and with project partners, the consultant should assume frequent and regular interaction with the CMAP project manager and Will County throughout the processes. The consultant will be responsible for holding regular project coordination meetings, including producing all meeting materials, notices, attendance lists, minutes/summaries, etc. A project time-line/schedule for each project should be provided in the proposal.

As mentioned above, contractors should be aware that a separate and parallel effort led by Will County, the Joliet Intermodal Transportation Master Plan, will be underway at the same time as this project, and that coordination and information exchange between that effort and this one is required.

Other project management tasks necessary for an efficient and effective planning process should be considered by the consultant, such as use of Basecamp or other sharing tools, as well as specific project management tools, and included in the project proposal.

Deliverables:

- Project Coordination meeting summaries and attendance lists

*Task 2: Outreach and Engagement*

The consultant will be expected to create an engagement strategy for various levels of project participation. Outreach and engagement will be ongoing components of the planning process as it is critical that this project adequately engages local, regional, state, and national (e.g., USFWS involvement with Midewin, Abraham Lincoln National Cemetery) stakeholders in various sectors as well as the general public. CMAP and Will County will review and provide feedback on the engagement strategy and materials at the beginning and throughout the project.

The Engagement Strategy will outline an approach to understand not only existing conditions, community concerns, and aspirations, but also the political realities that could influence decision making and priorities. The consultant should also be prepared to engage community leaders and other stakeholders in a dialogue about the relationship between and the need for complementary land use, economic development, environment, and quality of life for communities and residents.

The Engagement Strategy should also include the overall outreach and engagement framework, approach, process and schedule, strategies and format, including a list of materials and/or media to be developed to implement that framework, including notices and announcements, publicity materials, presentations, display boards, project website, etc. A variety of engagement strategies should be considered in order to gather the information necessary to prepare a final deliverable that responds to stakeholder interests and concerns. Strategies may include key informant interviews, focus groups, workshops, online tools, and other strategies.

#### General Public Outreach and Engagement:

The consultant will provide a plan that addresses engagement with the general public to help identify and address community concerns. Thorough engagement of the public, particularly potentially impacted community members, is important to this process. It is envisioned that this task will require substantial effort and resources in order to: facilitate sufficient dialogue, deliver information to stakeholders, discuss costs, benefits, opportunities, and challenges in and around the study area, and advance a collective vision and an acceptable path forward for the study area.

#### Key Stakeholder Engagement:

Work on this project will be advised by key stakeholders, which will include representatives of multiple levels of government, as well as participants such as local planning, economic development, transportation, freight/TDL, cultural, agricultural, and environmental stakeholders.

It is anticipated that the dual nature of this effort is likely to require the establishment of two separate Steering Committees (one for the Truck Routing Study and one for the Land Use Strategy), or another oversight structure that satisfies the need to engage with core stakeholders and provide a venue for discussion, review, and guidance of the two studies. Working groups subordinate to the Steering Committees may be formed to address specific issues or areas.

The consultant should propose a structure (steering committee(s) and working groups) to effectively involve key stakeholders as part of their proposal, although this may be modified following consultant selection. Steering Committees may consist of some or all of the following interests and entities: CMAP, Will County, Will County Center for Economic Development, IDOT, Will County Governmental League, and adjacent municipalities (such as Bolingbrook, Channahon, Crest Hill, Elwood, Joliet, Lockport, Minooka, Plainfield, Rockdale, Romeoville, Shorewood, Lemont, Woodridge, Manhattan and Wilmington). Additionally, a larger set of stakeholders may be included as members of a steering committee, contacted through interviews, focus groups, or other means, or otherwise engaged to a degree sufficient to adequately reflect their interests and to generate buy-in to the process and outcomes. These may include additional municipalities, state and federal agencies with interests or investments in the region; industrial, freight, trucking and multimodal interests; transportation interests; environmental, cultural/historic, and agricultural interests; economic development interests; and private entities such as trucking associations, local railroads, trucking and logistics companies, local businesses, and others. Many of these groups will need to be consulted at several points throughout the plan development process, and the consultant's proposal should allow time for stakeholders to review draft and final deliverables and provide input throughout the planning process.

Additionally, following preparation of the existing condition reports, the consultant should work with the Steering Committees and other key partners to establish a vision and goals for each study in the form of Project Guiding Principles that are consistent with the Will County Long Range Transportation Plan and the Freight Plan. These will be informed by the existing conditions report and engagement of stakeholders and the public and should be visionary yet practical and implementable.

The consultant will be responsible for the creation of attendance lists and meeting summaries of public and stakeholder meetings including interviews, focus groups, working sessions, and others.

**Deliverables:**

- Engagement strategy, final version
- Outreach and Engagement meeting summaries, materials, and attendance lists
- Project Guiding Principles, draft version

*Task 3: Existing Conditions Reports*

The consultant should explore the existing conditions in the study areas to develop an understanding of current issues and opportunities. They should identify and summarize key considerations, trends, or drivers for the study area, as well as key challenges and opportunities. This analysis will result in two Existing Conditions Reports—one for the Truck Routing Study and one for the Land Use Strategy. These reports will provide the foundation, information, and framework for the tasks that follow, and consistency and compatibility between the two is critical.

Suggested topics and data for these Existing Conditions Reports are listed in detail in Appendix A at the end of this RFP. However, alternative topics and data can be presented in proposals consistent with the consultant's experience, project approach, and expected level of effort. Regardless of the approach, appropriate stakeholder engagement should inform the data collection and analysis process.

Quantitative and qualitative data on existing conditions should be collected via research, data collection, GIS mapping, field reconnaissance, interviews and focus groups, and secondary sources such as public and commercially available datasets. Some of the necessary data may be available through CMAP, Will County, IDOT, or other sources, including recent or ongoing studies. However, the consultant should not exclusively rely on these sources for data, and other data will have to be secured and/or collected by the consultant. Unless there is substantial reason to collect data that already exists, it is anticipated that the consultant will strive to use existing data and avoid duplication.

Each Existing Conditions Report will be a stand-alone product, which will additionally serve as an appendix to either the final Truck Routing Study or the Land Use Strategy. However, these Existing Condition Reports do not necessarily have to take the form of a printed document. Therefore, the consultant should specify in their proposal the suggested format for each of the Existing Condition Reports. The format for each will be agreed upon by CMAP and the consultant.

**Deliverables:**

- Truck Routing Study Existing Conditions Report, final version
- Land Use Strategy Existing Conditions Report, final version

**REMAINING TASKS FOR TRUCK ROUTING STUDY:**

*Task 4: Investigate National Best Practices for Accommodating Trucks*

The consultant shall investigate national best practices to accommodate truck traffic while mitigating negative consequences to adjacent communities. The consultant shall identify and report any applicable

approaches. The consultant should also identify best practices and innovation in demand management, such as new approaches to truck parking, overnight delivery, truck only facilities, or other similar strategies not addressed in the [Regional Strategic Freight Direction](#).

The consultant should develop Truck Management Approaches being a list of applicable approaches to managing truck movement, detailing the benefits and their applicability to the study area. This deliverable will be part of the Truck Routing Study, however, this deliverable may be used as an input for the Land Use Strategy.

**Deliverables:**

- Truck Management Approaches Report

*Task 5: Recommended Truck Routes, Community Strategies, and Implementation Plan*

[Please note that this task should be coordinated with the development of the Land Use Strategy]

As a final product, the consultant should work with stakeholders to establish recommended truck routes, related capital improvements, and necessary policy and strategy changes (demand management, truck parking, etc.) for the study area. The criteria to base the routes and necessary capital improvements should be determined by study findings related to needs, possible funding sources, planned projects, etc., and be presented in ways that will maximize implementation. Both short term and long term goals should be addressed, and the consultant may choose to provide scenarios based on timespan, goals, and or funding potential.

The plan should include a prioritized list of recommended improvements, along with a planning-level cost estimate for each improvement. The plan should be accompanied by maps and a list of route changes and necessary infrastructure improvements. The plan should also identify and consider deficient/obsolete structures (overpasses, underpasses, bridges). Recommendations to change National Highway System and National Freight Network designations should be included as appropriate. One goal of this initiative is to identify a pipeline of projects that implement local and regional priorities and qualify for regional and state calls for projects.

An implementation plan will describe the actions required to designate or improve truck routes, make policy changes, pursue funding, etc., with clear identification of the implementers responsible. This document will likely include, but not be limited to, sections on:

- Transportation policy changes (e.g., encouraging local governments' reporting of their routing information to IDOT);
- Potential access improvements to Interstate highways (including I-80 and I-55), spot geometric improvements, and connectivity improvements on local-, county-, and state-jurisdiction roads;
- Uniform roadway signage and wayfinding improvements;
- Infrastructure improvements;
- Consistent enforcement of truck regulations;
- Identification of gaps in truck parking availability and locations for potential development of parking facilities;
- Planning level sketches and cost estimates of specific infrastructure/roadway improvements;
- Recommended policy changes for local municipalities, Will County, IDOT, and any other pertinent entity to improve routing and demand management;
- Mitigation plan for the negative aspects of truck routing such as noise, traffic and safety (environmental justice);
- Recommendations that address other livability issues (and are consistent with the Land Use Strategy recommendations for livability / quality of life.);

- Steps governmental agencies need to take to create implementation pipelines for the recommendations, such as adequately preparing to meet funding source requirements and appropriate programming;
- Steps for legal action for city, county, state to implement ordinance changes;
- The routing of oversize / overweight trucks as recommended in the [Regional Truck Permitting Plan](#); minimizing community impacts of truck movement;
- Consideration of likely land use changes in the corridor, such as continued intermodal facility growth and development, and continued land use development;
- A long-term scenario may include recommendations for further study of interconnectivity of intermodal facilities in the study area;
- Implementation strategies, including estimated costs descriptions of actions that should be taken within the next five, ten, and twenty-year timeframes to advance recommendations
- 

The consultant should develop an Implementation Strategy with recommended truck routes, capital improvements, and mitigation strategies along with other policy changes

Deliverables:

- Truck Routing and Community Plan and Implementation Strategy

#### REMAINING TASKS FOR LAND USE STRATEGY:

##### *Task 6: Economic and Market Analysis*

It is a goal of the Land Use Strategy to base the recommendations of the land use and transportation strategy on best available information and forecasts. The consultant will be responsible for development of an Economic and Market Analysis for the study area. This will include, at a minimum, an analysis of market-feasible development potential using a robust economic and market analysis, as well as forecasts about TDL industries such as freight movement and warehousing, as well as other significant economic activities projected to occur in and around the study area. This analysis should be based on a variety of factors that may include market and demographic forces and projections; employment and industry trends; leakage and demand analyses; potential commercial and industrial development including freight and multi-modal trends and projections; and potential demand and saturation thresholds for specific goods, services, industries, and housing types.

This task will require engagement with key stakeholders, development market, and real estate industry representatives. This analysis should also examine and quantify the contributions of open space, recreation, and natural, agricultural, and cultural resources on local and regional economies. As such, the consultant team should consider including expertise beyond conventional market analysis to include familiarity with valuation systems for these other resources.

The market analysis should include a summary with narrative, tables, charts, maps and other graphics illustrating market conditions, projections, and analysis and also identify key challenges and opportunities that will inform subsequent phases of work and the development of recommendations for the land use and transportation strategy.

Deliverables:

- Economic and Market Analysis Summary, final version

### *Task 7: Land Use and Transportation Scenarios and Impact Assessment*

The consultant will be responsible for development of a Land Use and Transportation Scenarios and Impact Assessment for the Land Use Strategy study area. The consultant should work with the CMAP Project Manager, steering committee and core stakeholders to review and, if necessary, revise the Project Guiding Principles developed in Task 2 to guide this Task.

The consultant will examine land use and transportation patterns and changes that have substantial potential to occur within a reasonable time horizon. This analysis should build upon the market and existing conditions analyses, and should consider transportation needs for current and projected levels of commerce, including improved access and mobility between population centers and TDL employment centers. In addition to road infrastructure, the analysis should examine strategies that increase connectivity of the transportation network (including multi-modal connections, active transportation, and transit.) This task should identify priority natural, cultural, and agricultural resources that require protection/preservation, and minimize long-term and irreversible impacts to environmental and other resources from fragmentation and disturbance. It should also consider potential constraints on economic development such as water supply and other infrastructure constraints.

This task will require the development of alternative transportation and land use development scenarios for consideration, assessment, and discussion by the project team and stakeholders. As part of this task, the consultant should prepare an integrated open space plan and map for the study area that establishes the priority areas for preservation, mitigation, recreation, and connectivity. The study should identify where significant land use change, such as new multimodal or warehousing facilities, and increased transportation volumes, particularly trucks, have the potential to cause concentrated negative quality of life impacts, such as noise and emissions, as well as environmental and cultural impacts. The consultant should be prepared to provide a strong pro-con analysis for each scenario that clearly compares and contrasts the scenarios using indicators and performance criteria identified in consultation with CMAP and the project steering committee (e.g., safety, congestion, environmental quality, quality of life, enhanced mobility, etc.)

The consultant should identify and quantify the potential impacts on resources and communities due to land use change and transportation investment. This may include use or refinement of performance assessment tools developed as part of the Will County Community Friendly Freight Mobility Plan. A goal of this activity is to build scenarios that avoid and address potential community and environmental impacts of transportation (particularly freight) and land use change on both the human and natural environment. Consultants should strive to balance different performance criteria to optimize benefits and minimize negative consequences of land use change and transportation investment.

Following the identification and quantification of impacts, the consultant should modify land use and transportation scenarios to minimize impact and balance the needs and desires of study area stakeholders. The consultant should also identify strategies that will help to avoid, minimize, and mitigate environmental impacts including avoidance, protection, and preservation, on- or off-site mitigation, or other strategies.

The final activity of this task will be to use the scenarios and impact assessment to develop a consensus set of Guiding Principles for the future of the study area that best achieves the goals of the various stakeholder interests and goals. These Guiding Principles should address the full range of activities that may be expected to occur within the study area, including but not limited to infrastructure investment, transportation investment, land use change, open space protection, environmental protection, and others.

The Land Use and Transportation Scenarios and Impact Assessment should include:

- Alternative land use and transportation scenarios with comparison of pros and cons of each alternative;
- Analysis of impacts and mitigation strategies;
- Summary of task activities including narrative, tables, charts, maps and other graphics;
- Key Findings including challenges, opportunities, and recommendations for the final strategy

Deliverables:

- Project Guiding Principles, final version;
- Land Use and Transportation Scenarios and Impact Assessment, final version

#### *Task 8: Draft and Final Land Use and Transportation Strategy*

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

Following approval of the key recommendations, the consultant will prepare a draft strategy document that will include, at a minimum:

- Project goals, description, and process;
- Context and summary of existing conditions;
- Result of scenarios, analysis, and preferred scenario selection;
- Land use and transportation recommendations, including critical infrastructure needs;
- Integrated open space plan and map identifying priority areas for preservation, mitigation, recreation, and connectivity;
- Land use and development principles, policies, and strategies intended for use by local governments, communities, and stakeholders to help plan for coordinated development and preservation activities;
- Strategies for balance and integration of land use and transportation, as well as protection of community, environmental, agricultural, and cultural resources and values;
- Implementation strategies, including descriptions of actions that should be taken within the next five, ten, and twenty-year timeframes to advance recommendations

A final plan, a revised version of the above draft plan, will be produced based on feedback from the public, stakeholder, and steering committee input. The final plan will include detailed, final graphics, maps, and illustrations as needed to sufficiently communicate plan recommendations. At the completion of the planning process, the consultant will provide support to Will County and municipalities related to plan adoption or approval, including presenting to boards and committees.

The Draft and Final Land Use and Transportation Strategy should include:

- Key recommendations brief summarizing anticipated recommendations for the strategy document;
- Detailed, illustrated draft strategy including elements described above;
- Documents should be delivered in hard copy and electronic formats;

Deliverables:

- Land Use and Transportation Strategy, final version

### **Selection Process and Schedule for RFP**

June 7	Release RFP
June 14	Non-mandatory pre-bid information session/webinar at CMAP
July 5, 3:00 P.M.	Proposals due
July 29 and 30 (dates are firm)	Interview finalists
August 2019	Decision and Execution of Contract

### **Evaluation Criteria**

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 above. This includes the quality and relevance of the examples of similar work.
2. The consultant's approach to preparing the Truck Routing Study and Land Use Strategy, including the suitability of the outreach and engagement process, timeline, approach to project prioritization, and the quality and clarity of identified deliverables.
3. The consultant's integration of the principles and relevant recommendations of ON TO 2050 and the Will County Community Friendly Freight Mobility Plan into the proposal.
4. Cost to CMAP, including consideration of all project costs and per-hour costs.
5. Performance on prior CMAP contracts, if any, will also be a consideration.

All timely responses received to this scope of work will be reviewed and interviews will be conducted with selected submitters CMAP determines can best meet the above requirements. Interviews will be conducted on dates to be determined once the timeline is finalized. 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 local stakeholders 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.

**CHANGE REQUESTS MADE TO PERSONNEL, TITLES, PERSONNEL HOURS, HOURLY RATES OR SUBCONTRACTORS, INCLUDING SUBCONTRACTOR PERSONNEL, PERSONNEL HOURS OR HOURLY RATES MUST RECEIVE PRIOR WRITTEN APPROVAL FROM THE CMAP PROCUREMENT OFFICER. CHANGES MADE WITHOUT PRIOR WRITTEN APPROVAL WILL NOT BE REIMBURSED.**

### SECTION 3: Submittal Requirements

**Proposals must be received at CMAP on or before 3:00 p.m. Friday July 5, 2019**

Proposals should be submitted in the order presented:

1. Identify the Consultant team that will be involved in this project. Include a narrative describing the team's combined qualifications and strengths. Clearly identify the project manager, specify the role of subcontractors and describe the team's structure for leadership, support and accountability. Each individual with time on the project should be identified, their qualifications outlined and their role defined whether they work for the lead firm or a subcontractor.
2. Provide a narrative proposal of the approach and techniques the applicant will use to complete the entire scope of services. The proposal must include a clear and concise work plan for achieving the identified tasks and preparing the required deliverables. Refer to the discussion of individual tasks in Section 2 of this RFP to identify specific components of each task that CMAP expects to be delineated in the proposal.
3. Provide at least three examples of similar work that the Consultant has completed. Specify the client, the date completed and the approximate cost of each example. Provide references for each project including the individual contact name and phone number of project managers who are willing and able to comment on the proposed project manager's ability to produce a quality professional product on time and within budget.
4. **Submit two (2) "Price Proposal Forms."** Attachment 1 (printed and Excel file), with all proposed pricing for this project, for both portions of the project. Specify number of hours, hourly rates for staff with the individuals identified, and any other expenses in the estimation of cost.
5. Sign and submit the "Certificate Regarding Workers' Compensation Insurance," Attachment 2, the "Information to be provided by Bidder," Attachment 3, and "FTA Certification Regarding Lobbying" Attachment 4.

#### **Submission of Proposals**

Proposals must be submitted to CMAP no later than 3:00 p.m. on Friday, July 5, 2019. The proposal should consist of one (1) paper copy of all proposals as well as one (1) electronic version in PDF format on a thumb drive. Please include the Excel file with the Price Proposal Form on the same thumb drive. 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. 212  
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@cmaphillinois.gov](mailto:pdubernat@cmaphillinois.gov).

## SECTION 4: Contractual Agreement and Rights

### Contractual Agreement

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

### Reservation of Rights

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

- 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.

## 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 the 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 the 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 particulars 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.
  - g) For its convenience, CMAP reserves the right to extend the Term of this agreement. Any changes to the Term of this Agreement shall not be binding until specifically confirmed in writing by authorized representatives of both parties.
- 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. CONTRACTOR 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 Contractor shall be used by the Contractor for expenditures or charges that are: (i) contrary to provisions of this Agreement or the latest budget approved by a duly-authorized official of CMAP; (ii) not directly for carrying out the Project; (iii) of a regular and continuing nature, except that of salaries and wages of appointed principal executives of the Contractor who have not been appointed specifically for the purposes of directing the Project, who devote official time directly to the Project under specific assignments, and respecting whom adequate records of the time devoted to and services performed for the Project are maintained by the Contractor may be considered as proper costs of the Project to the extent of the time thus devoted and recorded if they are otherwise in accordance with the provisions hereof; or (iv) incurred without the consent of CMAP after written notice of the suspension or termination of any or all of CMAP's obligations under this Agreement.
  - 6) Method of Payment.  
Project expenditures are paid directly from federal and/or state 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, CONTRACTOR may submit invoices as frequently as once a month, but is required to submit invoices no later than fifteen (15) days after the end of each quarter. Failure to submit such payment request timely will render the amounts billed an unallowable cost for which the CONTRACTOR cannot be reimbursed. CMAP is committed to reducing paper use

and has established an electronic invoicing system. All invoices are to be submitted through email to:

[accounting@cmap.illinois.gov](mailto:accounting@cmap.illinois.gov)

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

- b) Subject to the conditions of this Agreement, CMAP will honor invoices in amounts deemed by it to be proper to insure the carrying out of the approved scope of services and shall be obligated to pay the Contractor such amounts as may be approved by CMAP. Invoices shall detail expenses and amount of time spent on CMAP assignments. If an invoice is not acceptable, CMAP shall promptly provide the Contractor a written statement regarding its ineligibility or deficiencies to be eliminated prior to its acceptance and processing. All invoices for services performed and expenses incurred by CONTRACTOR 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 CONTRACTOR 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 Contractor's business bank account. The successful Contractor will be requested to provide transfer numbers for the business bank account when the contract is finalized, in addition to a copy of its IRS W-9 (Request for Taxpayer Identification Number and Certification).

- c) Each invoice and report submitted must contain: the contract number, a unique vendor invoice number, a description of the services performed, the hourly rates and number of hours worked for each contractor, an itemization of travel and other costs which are chargeable to the contract and the following certification by an official authorized to legally bind the CONTRACTOR:

By signing this payment request, I certify that to the best of my knowledge and belief that the payment request is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this contract. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

- d) The CONTRACTOR is required to pay all subcontractors within thirty days of receiving payment for that portion of the work from CMAP. Failure to pay subcontractors within thirty days may jeopardize future CMAP contract awards.

- 7) Compliance with Registration Requirements. The CONTRACTOR shall be registered with the Federal System for Award Management (SAM) and have a valid DUNS number. It is the CONTRACTOR'S responsibility to remain current with these registrations and requirements. If the CONTRACTOR'S status with regard to any of these requirements change, the CONTRACTOR must notify CMAP immediately.

- 8) 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.

- 9) Access to Records.

- a) The CONTRACTOR and its subcontracts under this Agreement shall preserve and produce upon request of the authorized representatives of CMAP all data, records, reports, correspondence and memoranda of every description of the CONTRACTOR and its subcontractors, if any, under this

Agreement relating to carrying out this Agreement for the purposes of an audit, inspection or work review for a period of three (3) years after completion of the project, except that:

- 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 CONTRACTOR shall include in all subcontracts, if any, under this Agreement a provision that CMAP will have full access to and the right to examine any pertinent books, documents, papers, and records of any such subcontractor involving transactions related to the subcontract for three (3) years from the final payment under that subcontract except that:
- 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.

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 CONTRACTOR shall also meet the following minimum procedural requirements.

- a. Subcontracting: Subcontracting, assignment or transfer of all or part of the interests of the CONTRACTOR 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 \$2,500.00 or more, but less than \$10,000.00, the CONTRACTOR 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 \$10,000.00 will require the CONTRACTOR to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the CONTRACTOR, the procedures of CMAP will be used. The CONTRACTOR 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 CONTRACTOR 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, contractor selection or rejection, and basis for the cost or price.
- d. No CONTRACTOR 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.
- e. CONTRACTOR certifies that to the best of its knowledge, its sub-grantees have complied with and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally

prohibits contractors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities to the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

- 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 CONTRACTOR fails to comply with the special conditions and/or the general terms and conditions of this Agreement, CMAP may, after written notice to the CONTRACTOR, suspend the Agreement and withhold further payments or prohibit the CONTRACTOR from incurring additional obligations of funds pending corrective action by the CONTRACTOR. If corrective action has not been completed within sixty (60) calendar days after service of written notice of suspension, CMAP shall notify the CONTRACTOR in writing that the Agreement has been terminated by reason of default in accordance with paragraph 14 hereof. CMAP may determine to allow such necessary and proper costs which the CONTRACTOR could not reasonably avoid during the period of suspension provided such costs meet the provisions of the U.S. Office Management and Budget 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 CONTRACTOR is given not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate.
  - c. If Termination by Default is effected by CMAP, an equitable adjustment in the price provided for in this Agreement shall be made, but (i) no amount shall be allowed for anticipated profit on unperformed services or other work, and (ii) any payment due to the CONTRACTOR at the time of termination may be adjusted to the extent of any additional costs occasioned to CMAP by reason of the CONTRACTOR'S default. If Termination by Default is effected by the CONTRACTOR, or if Termination for Convenience is effected by CMAP, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide payment to the CONTRACTOR for services rendered and expenses incurred prior to termination, in addition CMAP may include cost reasonably incurred by the CONTRACTOR relating to commitments which had become firm prior to termination.
  - d. Upon notice of termination action pursuant to paragraphs (a) or (b) of this clause, the CONTRACTOR shall (i) promptly discontinue all services affected (unless the notice directs otherwise) and (ii) deliver or otherwise make available to CMAP all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this Agreement, whether completed or in process.
  - e. Upon termination pursuant to paragraphs (a) or (b) of this clause, CMAP may take over the work and prosecute the same to completion by agreement with another party otherwise.

- f. In the event the CONTRACTOR must terminate this Agreement due to \_\_\_\_\_ circumstances beyond its control, the termination shall be deemed to have been effected for the convenience of CMAP. In such event, adjustment of the price provided for in this Agreement shall be made as provided in paragraph c of this clause.
- 14) Remedies. Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between CMAP and the CONTRACTOR arising out of or relating to this Agreement or the breach thereof will be decided by arbitration. If the parties hereto mutually agree, a request for remedy may be sought from a court of competent jurisdiction within the State of Illinois, County of Cook.
- 15) Equal Employment Opportunity. The CONTRACTOR will comply with Executive Order 11246 entitled "Equal Employment Opportunity," as amended by U.S. Department of Labor regulations (41 CFR Part 60). In connection with the execution of this Agreement, the CONTRACTOR shall not discriminate against any employee or an applicant for employment because of race, religion, color, sex, national origin, ancestry, or physical or mental handicap unrelated to ability. The CONTRACTOR shall take affirmative actions to insure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, national origin, ancestry, or physical or mental handicap unrelated to ability. Such actions shall include, but not be limited to, employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, and selection for training or apprenticeship. The CONTRACTOR shall cause the provisions of this paragraph to be inserted into all subcontractors work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that such provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- 16) Small and Minority Business Enterprise. In connection with the performance of this Agreement the Contractor will cooperate with CMAP in meeting its commitments and goals with respect to the maximum utilization of small business and minority business enterprises, and will use its best efforts to insure that small business and minority business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Agreement.
- 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 Contractor warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Agreement, upon an agreement or understanding for a commission, percentage, bonus, brokerage or contingent fee, or gratuity, excepting its bona fide employees. For breach or violation of this warranty CMAP shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage bonus, brokerage or contingent fee, or gratuity.

19) Patents and Copyright Responsibility.

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

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

21) Subcontracts.

- a. Any subcontractors or outside associates or contractors required by the Contractor in connection with the services covered by this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations. Any substitutions in or additions to such subcontractors, associates or contractors will be subject to the prior approval of CMAP.
- b. All subcontracts for work under this Agreement shall contain those applicable provisions which are required in this Agreement.
- c. The Contractor may not subcontract services agreed to under this Agreement without prior written approval of CMAP.

22) Conflict of Interest. In order to avoid any potential conflict of interest, the Contractor agrees during the term of this Agreement not to undertake any activities which could conflict directly or indirectly with the

interest of CMAP. Contractor shall immediately advise CMAP of any such conflict of interest. CMAP shall make the ultimate determination as to whether a conflict of interest exists.

- 23) Ownership of Documents/Title of Work. All documents, data and records produced by the Contractor in carrying out the Contractor's obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of CMAP. CMAP shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to the Contractor. All documents, data and records utilized in performing research shall be available for examination by CMAP upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of CMAP, be appropriately arranged, indexed and delivered to CMAP by the Contractor.
- 24) Software. All software, related computer programs, and source code produced and developed by the Contractor (or authorized contractor or subcontractor thereof) in carrying out the Contractor's obligation hereunder, without limitation and whether preliminary or final, shall become and remain the property of both CMAP and the Contractor. CMAP shall be free to sell, give, offer or otherwise provide said software and related computer programs to any other agency, department, commission, or board of the State of Illinois, as well as any other agency, department, commission, board, or other governmental entity of any country, state, county, municipality, or any other unit of local government or to any entity consisting of representative of any unit of government, for official use by said entity. Additionally, CMAP shall be free to offer or otherwise provide said software and related computer programs to any current or future contractor.
- CMAP agrees that any entity to whom the software and related computer programs will be given, sold or otherwise offered shall be granted only a use license, limited to use for official or authorized purposes, and said entity shall otherwise be prohibited from selling, giving or otherwise offering said software and related computer programs without the written consent of both CMAP and the Contractor.
- 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 Contractor 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 CONTRACTOR 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 Contractor 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 Contractor 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 Contractor's offices, shall carry the following notation on the front cover or a title page or, in the case of maps, in the same area which contains the name of CMAP and of the Contractor. "This material was prepared in consultation with CMAP, the Chicago Metropolitan Agency for Planning, (<http://www.cmap.illinois.gov>)."
- 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 Contractor and any subcontractors shall, at their own expense, obtain and maintain Workers' Compensation insurance to cover persons employed in connection with services under this agreement. The limits for the Worker's Compensation coverage shall be no less than the statutory limits required by the State of Illinois. A certificate of insurance must be included with the contract.
- 31) Independent Contractor. Contractor's relationship to CMAP in the performance of this Agreement is that of an independent contractor. Contractor's personnel performing work under this Agreement shall at all times be under Contractor's exclusive direction and control and shall be employees of Contractor and not employees of CMAP. Contractor shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including, but not limited to, social security, income tax withholding, and unemployment compensation, workers' compensation insurance and similar matters.
- 32) Federal, State and Local Laws. Contractor warrants that in the performance of this Agreement it shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder. Since laws, regulations, directives, etc. may be modified from time-to-time, the Contractor shall be responsible for compliance as modifications are implemented. The Contractor's failure to comply shall constitute a material breach of this contract.
- 33) Hold Harmless and Indemnity. Contractor shall indemnify, defend and hold harmless CMAP, its officers, directors, employees and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss, or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct of Contractor, its officers, directors, employees, agents, subcontractors or suppliers, in connection with or arising out of the performance of this Agreement.
- 34) Equal Employment Opportunities -- Affirmative Action Sexual Harassment. Contractor must comply with the Illinois Board of Human Rights Act and rules applicable to public funds, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
- 35) International Boycott. Contractor certifies that neither Contractor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulation of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
- 36) Forced Labor. Contractor certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to CMAP under this agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

#### Federally Funded Agreements

- 1) Standard Assurances. The Contractor assures that it will comply with all applicable federal statutes, regulations, executive orders, Federal Transit Administration (FTA) circulars, and other federal requirements in carrying out any project supported by federal funds. The Contractor recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. All contracts, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.9.

2) Lobbying.

- a. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
  - b. Federal Form LLL. If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.
  - c. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.
  - d. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
  - e. Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.
  - f. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.
- 3) Unlawful Discrimination. Compliance with Nondiscrimination Laws. Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:
- a. The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;

- b. The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
  - c. The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (See also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
  - d. Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
  - e. The Americans with Disabilities Act of 1990 (42 USC 12101 *et seq.*); and
  - f. The Age Discrimination Act (42 USC 6101 *et seq.*).
- 4) Control of Property. The Contractor certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of 2 CFR Part 200, Subpart D, Property Standards.
- 5) Cost Principles The Contractor 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.
- 6) Debarment. The CONTRACTOR certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency (45 CFR Part 76), or by the State (See 30 ILCS 708/25(6)(G)).
- 7) Audit Requirements. The CONTRACTOR shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c).
- 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. If A non-Federal entity expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) during its fiscal year, it must have a single audit or program-specific audit conducted for that year as required in 2 CFR 200.501 and other applicable sections of Subpart F. The audit and reporting package (including data collection form) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (Program-specific audit). The audit (and package) must be submitted to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine months after the end of the audit period, whichever is earlier.
  - c. Financial Statement Audit. A non-Federal entity that expends less than \$750,000 in Federal Awards during its fiscal year and is not subject to the audit requirements in 15.2, but receives between \$300,000 and \$499,999 in Federal and State Awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Auditing Standards(GAAS); if Grantee expends between \$500,000 and \$749,999 in Federal and State awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS). Grantee shall submit these financial statement audit reports to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 calendar days after the end of the audit period, whichever is earlier.

- d. Performance Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter.
- 8) Drug Free Workplace. If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.
- 9) Disadvantaged Business Enterprise Assurance. In accordance with 49 CFR 26.13(a), as amended, the Contractor assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26, as amended. The Contractor assures that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from the U.S. DOT. CMAP's DBE program, as required by 49 CFR Part 26, as amended, will be incorporated by reference and made a part of this Agreement for any Federal assistance awarded by FTA or U.S. DOT. Implementation of this DBE program is a legal obligation of the Contractor, and failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification by the Federal Government or CMAP to the Contractor of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Remedies Act, 31 U.S.C. 3801 *et seq.*, as amended.
- 10) 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."
- a. 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 Contractor assures it will comply with all applicable requirements of Section V (Regional ITS Architecture and Section VI (Project Implementation)) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and other FTA requirements that may be issued in connection with any ITS project it undertakes financed with Highway Trust Funds (including funds from the mass transit account) or funds made available for the Intelligent Transportation Systems Program.
- b. 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 Contractor assures that it will use its best efforts to ensure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

- 11) Davis-Bacon Act. To the extent applicable, the Contractor will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assisted subagreements.
- 12) Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF-424B and SF-424D).

As required by OMB, the Contractor certifies that it:

- a. Has the legal authority and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project.
- b. 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;
- c. 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;
- d. Will initiate and complete the work within the applicable project time periods;
- e. Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
  - i) Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
  - ii) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, which prohibit discrimination on the basis of sex;
  - iii) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
  - iv) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
  - v) The Drug Abuse, Prevention, Treatment and Rehabilitation Act, Public Law 92-255, and amendments thereto, 21 U.S.C. 1101 *et seq.* relating to nondiscrimination on the basis of drug abuse;
  - vi) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Public Law 91-616, and amendments thereto, 42 U.S.C. 4541 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
  - vii) The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-2 related to confidentiality of alcohol and drug abuse patient records;
  - viii) Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing;
  - ix) Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited, to 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and Section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA programs; and
- f. Any other nondiscrimination statute(s) that may apply to the project.
  - i) 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.*
- g. Will comply with all federal environmental standards applicable to the project, including but not limited to:
  - i) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;

- ii) Notification of violating facilities pursuant to Executive Order 11738;
  - iii) Protection of wetlands pursuant to Executive Order 11990;
  - iv) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
  - v) 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.*;
  - vi) 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.*;
  - vii) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;
  - viii) Protection of endangered species under the Endangered Species Act of 1973, as amended;
  - ix) Contractor 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");
  - x) 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.
- 13) Will comply with all other federal statutes applicable to the project, including but not limited to:
- a. 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, Contractor:
    - i) 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,
    - ii) has the necessary legal authority under State and local laws and regulations to comply with: The Uniform Relocation Act. 42 U.S.C. 4601 *et seq.*, as specified by 42 U.S.C. 4630 and 4655, and 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
    - iii) has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations because:
    - iv) will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24,
    - v) 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,
    - vi) 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,
    - vii) 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,
    - viii) Contractor:
      - 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,
    - ix) It will be guided by the real property acquisition policies of 42 U.S.C. 4651 and 4652,

- xi) 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,
  - xii) will execute the necessary implementing amendments to FTA-funded third party contracts and subagreements,
  - xiii) will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances,
  - xiv) 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
  - xv) 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,
  - xi) The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
  - xii) Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470;
  - xiii) Executive Order 11593, which relates to identification and protection of historic properties;
  - xiv) The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 et seq.;
  - xv) 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;
  - xvi) 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;
  - xvii) The Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations"; and
  - xviii) 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
  - b. Contractor 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.
- 14) Energy Conservation. To the extent applicable, the Contractor and its third party Contractors at all tiers shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Section 6321 et seq.
- 15) Bribery. The CONTRACTOR certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

- 16) Clean Air and Clean Water Act. The CONTRACTOR certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC §1251 *et seq.*).
- 17) Bid Rigging. The CONTRACTOR certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- 18) Debt to State. Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- 19) Education Loan. CONTRACTOR certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).
- 20) Eligibility For Employment In The United States. The Contractor shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Forms (I-9). These forms shall be used by the Contractor to verify that persons employed by the Contractor are eligible to work in the United States.
- 21) 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.
- 22) Dues and Fees. The CONTRACTOR certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).
- 22) Pro-Children Act. The CONTRACTOR certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).
- 23) Motor Voter Law. The CONTRACTOR certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).
- 24) Health Insurance Portability Act. The CONTRACTOR certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.
- 25) Criminal Convictions. The CONTRACTOR certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-

- 10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- 26) Illinois Use Tax. The CONTRACTOR certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.
- 27) Environmental Protection Act Violations. The CONTRACTOR certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.
- 28) Goods From Child Labor Act. The CONTRACTOR certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).
- 29) Federal Funding Accountability and Transparency Act of 2006. The CONTRACTOR certifies that it is in compliance with the terms and requirements of 31 USC 6101
- 30) False Or Fraudulent Statements Or Claims. The CONTRACTOR acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to CMAP in connection with this Agreement, CMAP reserves the right to impose on the Contractor the penalties of 18 U.S.C. Section 1001, 31 U.S.C. Section 3801, and 49 CFR Part 31, as CMAP may deem appropriate. Contractor agrees to include this clause in all state and federal assisted contracts and subcontracts.
- 31) Changed Conditions Affecting Performance. The CONTRACTOR shall immediately notify CMAP of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
- 32) Third Party Disputes Or Breaches. The CONTRACTOR agrees to pursue all legal rights available to it in the enforcement or defense of any third party contract, and FTA or U.S. DOT and CMAP reserve the right to concur in any compromise or settlement of any third party contract claim involving the Contractor. The Contractor will notify FTA or U.S. DOT and the CMAP of any current or prospective major dispute pertaining to a third party contract. If the Contractor seeks to name CMAP as a party to the litigation, the Contractor agrees to inform both FTA or U.S. DOT and CMAP before doing so. CMAP retains a right to a proportionate share of any proceeds derived from any third party recovery. Unless permitted otherwise by the CMAP, the Contractor will credit the Project Account with any liquidated damages recovered. Nothing herein is intended to nor shall it waive U.S. DOT's, FTA's or the CMAP's immunity to suit.
- 33) Fly America. The CONTRACTOR will comply with 49 U.S.C. §40118, 4 CFR §52 and U.S. GAO Guidelines B- 138942, 1981 U.S. Comp. Gen. LEXIS 2166, March 31, 1981 regarding costs of international air transportation by U.S. Flag air carriers.
- 34) Non-Waiver. The CONTRACTOR agrees that in no event shall any action or inaction on behalf of or by CMAP, including the making by CMAP of any payment under this Agreement, constitute or be construed as a waiver by CMAP of any breach by the Contractor of any terms of this Agreement or any default on the part of the Contractor which may then exist; and any action, including the making of a payment by CMAP, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to CMAP in respect to such breach or default. The remedies available to CMAP under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.

- 35) Preference for Recycled Products. To the extent applicable, the Contractor agrees to give preference to the purchase of recycled products for use in this Agreement pursuant to the various U.S. Environmental Protection Agency (EPA) guidelines, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.
- 36) Cargo Preference. Use of United States Flag Vessels. The Contractor agrees to comply with 46 U.S.C. § 55305 and 46 CFR Part 381 and to insert the substance of those regulations in all applicable subcontracts issued pursuant to this Agreement, to the extent those regulations apply to this Agreement.
- 37) Performance measurement. The Contractor must relate financial data of this AGREEMENT to its performance accomplishments. Further, the Contractor must also provide cost information or a budget in Part 6 to demonstrate cost effective practices pursuant to 2 CFR Part 200.301.
- 38) Project closeout. Pursuant to CFR Part 200.343 thru 200.345, the Contractor 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 Contractor agrees that the project should then be closed no later than 360 days after receipt and acceptance by CMAP of all required final reports.
- 39) Certification Regarding Annual Fiscal Reports or Payment Vouchers. The Contractor agrees to comply with 2 CFR Part 200.415(a) as follows: To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the Contractor, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

All of the requirements listed in Part 3, paragraphs 1 through 39 apply to the federally funded project. The Contractor agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

## **SECTION 6: Special Provisions**

- 1) Workers' Compensation. The State of Illinois Worker's Compensation Code requires the securing of workers' compensation by all non-state employers. The Submitter shall attest to understanding and complying with the State of Illinois Workers' Compensation Code requirement and submit a completed "Certificate Regarding Workers' Compensation Insurance," Attachment 2 to the RFP. In addition, the Submitter shall provide and maintain a waiver of subrogation endorsement in addition to listing CMAP as an additional insured.
- 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 CFR PART 20) requirement and submit a completed "FTA Certification Regarding Lobbying" Attachment 4 to the RFP for any proposals which may or will exceed \$100,000.

- 3) Professional Liability Insurance. The CONTRACTOR agrees to purchase and maintain throughout the term of this Agreement professional liability/errors and omissions (if legal, accounting, consulting IT or similar professional services are provided). The limit of such coverage shall be no less than one million dollar (\$1,000,000) per claim/occurrence and shall name CMAP directors, officers and employees as additional insured under such policy.

#### **Attachment 1: Price Proposal Form**

Please download 2 copies of RFP 212 CMAP Freight Studies: Western Will County Truck Routing and Communities Study and Will County Freight Transportation and Land Use Strategies, Attachment 1 Price Proposal Form from the CMAP website: <http://www.cmap.illinois.gov/about/requests-for-proposal>. Please complete the form, print, sign, date and attach to each of the printed copies of the RFP Proposal. Please include along with the (1) electronic version of the RFP response on digital media.

#### **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) **for both the primary firm and any subcontractors:**

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. \_\_\_\_\_ SAM Cage Code: \_\_\_\_\_

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>
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>

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.**

**IMPORTANT**

**All RFP responses without signed and dated Attachment 1 documents will be deemed unresponsive and will not be evaluated.**

**RFP responses without DUNS Numbers will be deemed unresponsive and will not be evaluated.**

**All contracted vendors MUST have a valid and ACTIVE System for Award Management (SAM) CAGE Code. If your firm does not have a CAGE Code, please begin the process now at [www.sam.gov](http://www.sam.gov) and register your entity. There is no fee for this registration.**

**CMAP CANNOT LEGALLY ENTER INTO A CONTRACTURAL RELATIONSHIP WITHOUT A VALID, ACTIVE CAGE CODE.**

#### Attachment 4: FTA Certification Regarding Lobbying

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

---

Signature of Contractor's Authorized Official

---

Date

Name and Title of Contractor's Authorized  
Official:

---

#### Appendix A

##### **Suggested topics and data for Existing Conditions Reports**

*Topics and data relevant to Truck Routing Study and Land Use Strategy:*

Current economic, infrastructure, social, and environmental conditions:

- Land use (available from CMAP), identifying commercial, industrial, residential, agricultural, and other land uses
- Areas with known environmental and community issues regarding truck traffic, including safety, noise, air quality, and vibration
- Sensitive locations, including natural and recreational (forest preserves, state conservation areas, national prairies, parks, trails, streams, water supply, bikeways, etc.), cultural, (e.g., national cemeteries) and schools
- Transportation, distribution, and logistics, and other major industrial facility inventory
- Major planned developments, such as multi-modal freight facilities, and land zoned for industrial (a base zoning layer is available from CMAP)
- Drainage, flooding, and road closure issues
- Annual average daily truck traffic (AADTT) and vehicle classification counts where available
- Origin-destination data, including out-of-direction travel and the locations of truck parking, rest, service, and terminal areas (forthcoming)

Current planning environment:

- [ON TO 2050 Socioeconomic forecast](#)
- [ON TO 2050 Freight Recommendation](#)
- [Will County Community Friendly Mobility Plan](#)
- [Will County Department of Transportation Plans and Programs](#)
- [National Highway System \(NHS\)](#), including intermodal freight connectors (available on Illinois Highway Information System [IHIS])
- Planned capital improvements, including local projects, bridge improvements, Illinois Route 53 improvements, etc.
- Capital improvements, both planned and underway, at the major intermodal and industrial sites
- [National Highway Freight Network](#)
- Local comprehensive plans or subarea plans and zoning
- [CMAP Local Technical Assistance program plans](#)
- [Wilmington Downtown Plan](#)
- [Corridor Plan for IL-53 Will County](#)
- Regional, county, and local policy plans, such as GO TO 2040 principles, ON TO 2050 (and supporting materials such as strategy papers), county plans, and others. Planned transportation improvements, including freight, active transportation, corridor improvements, etc.

*Additional topics and data relevant to Truck Routing Study:*

- Truck trip generators (from stakeholder interviews, development, truck GPS data, and land use data)
- [Data on traffic volume, including limited turning-vehicle classification counts, truck GPS data, truck routes, congestion, and truck restrictions](#)
- Community impacts from trucking, including:
  - Safety issues, such as (but not limited to) serious crashes and fatalities, pedestrian and bicycle incidents
  - Noise, light, pollution and vibration issues
  - Road condition
  - Other
- State and local cost of maintaining roads, particularly those supporting high truck volumes.
- Vertical clearances
- Interstate System/Class I truck route access
- IDOT pavement and bridge condition data (available on IHIS)
- Highway-rail at-grade crossing condition data, if available

- Results of stakeholder interviews identifying geometric issues, including turn restrictions, vertical curves, etc.
- IDOT shapefiles of truck routes and conditions for local and state highways in the study area communities and the transportation network area
- Planning and regulatory environment:
  - [The Regional Truck Permitting Plan](#)
  - [O'Hare Truck Routing Study](#) (use as reference for routing designations)
  - [National Highway Freight Network](#)
  - Status of local compliance with IDOT truck route reporting process (CMAP is in the process of requesting this data)
  - [Memo on truck routing regulation and restriction in Illinois](#)
  - Summary of federal and state truck size and weight regulations, including the regulatory environment of class I and class II truck routes (consultant must obtain from IDOT)
- Local agency plans and data:
  - CMAP compilations of local truck route and truck restriction ordinances in the study area communities and the transportation network area. Review of compiled ordinances for recent changes in truck restrictions, if necessary
  - Truck route maps and shapefiles
  - Routing plans for oversize/overweight vehicles
  - Pavement condition reports or pavement management system data
  - Truck regulation enforcement practices

*Additional topics and data relevant to Land Use Strategy:*

- Regional and subregional context
- Review, assessment, and summaries of existing plans, studies, court agreements, statutes, restrictive covenants, approved major developments and development agreements, planned short and long-term improvements (e.g., transportation investments, restoration initiatives), and other relevant completed or planned work
- Housing and population
- Economic development
- Natural environment and open space, including major acquisition, management and restoration initiatives
- Cultural and agricultural resources
- Land ownership
- Open space and natural resource plans
- Transportation system assets and investments
- Facilities, services, and infrastructure

Relevant findings from the truck routing and community studies