



Office of the City Clerk

City Hall
121 N. LaSalle St.
Room 107
Chicago, IL 60602
www.chicityclerk.com

Legislation Text

File #: O2016-7125, Version: 1

ORDINANCE

WHEREAS, the City of Chicago (the "City"), a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, the City wishes to collaborate on the development of a multi-modal transportation plan (the "Plan") for the Riverdale Community Area of the City with the Chicago Metropolitan Agency of Planning ("CMAP"), a unit of local government established by the Regional Planning Act; and

WHEREAS, CMAP will lead the effort to develop the Plan; and •

WHEREAS, the City, through its Department of Transportation ("CDOT"), will support CMAP in the development of the Plan; and

WHEREAS, CDOT shall pay for or reimburse CMAP in an amount not to exceed \$5,000 in connection with the Plan (the "City Contribution"); and

WHEREAS, the City and CMAP wish to enter into an intergovernmental agreement in substantially the form attached as Exhibit A (the "Agreement") authorizing and setting conditions for the Plan and the City Contribution; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The above recitals are expressly incorporated in and made a part of this ordinance as though fully set forth herein.

SECTION 2. The amount of the City Contribution, payable from any legally available source of funds, is hereby appropriated for the uses and purposes set forth in the Agreement.

SECTION 3. Subject to the approval of the Corporation Counsel of the City of Chicago as to form and legality, the Commissioner of CDOT is authorized to execute and deliver the Agreement in substantially the form attached hereto as Exhibit A, and such other documents as are necessary, between the City and CMAP.

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

SECTION 5. This ordinance shall be in full force and effect from, and after the date of its passage and approval.

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EXHIBIT A

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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>>

Contract #LTA-16-0014

Intergovernmental Agreement For CDOT-Riverdale Community Area Transportation Plan

THIS AGREEMENT by and between the Chicago Metropolitan Agency for Planning, herein called CMAP, and the City of Chicago, acting by and through its Department of Transportation, 30 N. LaSalle, Chicago, IL 60602, herein called the GOVERNMENTAL BODY.

Required Signatures

By signing below, the GOVERNMENTAL BODY and CMAP agree to comply with and abide by all provisions set forth in Parts 1-6 herein and any Appendices thereto.

For the GOVERNMENTAL BODY:

Type or Print Name of Authorized Representative

Signature For CMAP:

Joseph C. Szabo Executive Director

Part 1 Scope/Compensation/Term
Part 2 General Conditions
Part 3 Federal Conditions of Approval

Part 4 Scope of Work/Responsibilities
Part 5 Compensation for Services
Part 6. FTA Certification Regarding Lobbying

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Parti: Scope/Compensation/Term

- A. Scope of Services and Responsibilities. CMAP and the GOVERNMENTAL BODY agree as specified in Part 4.
- B. Compensation and Method of Payment. Compensation (if any) shall be as specified in Part 5. Payment will be made within ninety (90) days of receipt of invoice unless there is a discrepancy regarding the invoice. Transfer of funds will be made electronically. CMAP certifies the following information:

Bank Name: BMP Harris

Telephone No.: 877-895-3275

Account No.: 2033876

Bank ACH Routing No.: 071000288 CMAP

email address for confirmation:

accounting@cmmap.illinois.gov

<mailto:accounting@cmmap.illinois.gov>

C. Tax Identification Number.

CMAP certifies that:

1. **The number shown on this form is a correct taxpayer identification, and**
2. **It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified CMAP that it is no longer subject to backup withholding, and**
3. It is a U.S. entity (including a U.S. resident alien).

Name of CONTRACTOR: Chicago Metropolitan Agency for Planning

Taxpayer Identification Number: 13-4331367

DUNS No.: 06-858-7112

Legal Status : Local Government

- D. Term of Agreement. The term of this Agreement shall be from July, 2016 to October 31, 2017.

- E. Amendments. All changes to this Agreement must be mutually agreed upon by CMAP and the GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.

Part 2: General Conditions

The following are general conditions of approval and procedural guidelines and specific terms of Agreement to which all projects are subject. 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.

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a. This Agreement 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 the GOVERNMENTAL BODY 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. 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 GOVERNMENTAL BODY or to future performance of such terms or conditions and GOVERNMENTAL BODY'S obligation in respect thereto shall continue in full force and effect. The GOVERNMENTAL BODY 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 GOVERNMENTAL BODY to do so will not relieve it from responsibility for successfully performing the work without additional expense to CMAP.

c. CMAP and the GOVERNMENTAL BODY assume 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.

d. Changes: CMAP and the GOVERNMENTAL BODY may from time to time order work suspension or make any change in the general scope of this Agreement including, but not limited to changes, as applicable, in the drawings, specifications, delivery schedules or any other particular of the description, statement of work or provisions of this Agreement. If any such change causes an increase or decrease in the cost or time required for performance of any part of the work under this Agreement, the GOVERNMENTAL BODY 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 GOVERNMENTAL BODY 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 GOVERNMENTAL BODY for equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement.

e. Changes to any portion of this Agreement shall not be binding upon CMAP and the GOVERNMENTAL BODY except when specifically confirmed in writing by an authorized representative of CMAP and the GOVERNMENTAL BODY.

f. 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. 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.

3. 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. The GOVERNMENTAL BODY will be notified in writing of the failure of appropriation or of a reduction or decrease.
4. Allowable Charges. No expenditures or charges shall be included in the cost of the Project and no part of the money paid to CMAP shall be used 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 and the GOVERNMENTAL BODY; (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 CMAP 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 CMAP 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

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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.

5. Audits. The records and supportive documentation for all completed projects are subject to an on-site audit by CMAP and the GOVERNMENTAL BODY. CMAP and the GOVERNMENTAL BODY reserve the right to inspect and review, during normal working hours, the work papers of the independent auditor in support of their audit report.
6. Access to Records. CMAP and the GOVERNMENTAL BODY shall maintain, for a minimum of three years after the completion of the Agreement, adequate books, records and supporting documents related to the Agreement which shall be made available for review upon request. Failure to maintain the books, records and supporting documents required by this Section shall establish a presumption in favor of CMAP for the recovery of any funds paid by CMAP under the Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. In addition:

- 1) If any litigation, claim or audit is started before the expiration of three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- 2) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

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

- (1) If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- 3) 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.

7. 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 GOVERNMENTAL BODY and CMAP shall also meet the following minimum procedural requirements.
- a. Subcontracting: Subcontracting, assignment or transfer of all or part of the interests of CMAP concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the GOVERNMENTAL BODY.
 - b. Procurement of Goods or Services: For purchases of products or services with any Agreement funds that cost more than \$3,000 but less than the simplified acquisition threshold fixed at 41 U.S.C. 403 (11), (currently set at \$100,000), CMAP shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Agreement funds that are in excess of \$100,000 will require CMAP to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures the procedures of CMAP will be used, provided that the procurement procedures conform to the provisions in Part 3 (K) below. CMAP 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) after solicitation of a number of sources, competition is determined inadequate.
 - c. Records. CMAP and the GOVERNMENTAL BODY shall maintain records sufficient to detail the significant history of procurements. These records shall include, but are not necessarily

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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 CMAP or GOVERNMENTAL BODY 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.'
8. 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 and the GOVERNMENTAL BODY.
9. Method of Payment. Project expenditures are paid directly from federal and/or state or GOVERNMENTAL BODY 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.
10. Suspension. If the GOVERNMENTAL BODY fails to comply with the special conditions and/or the general terms and conditions of this Agreement, CMAP may, after written notice to the GOVERNMENTAL BODY, suspend the Agreement, pending corrective action by the GOVERNMENTAL BODY. If corrective action has not been completed within sixty (60) calendar days after service of written notice of suspension, CMAP shall notify the GOVERNMENTAL BODY in writing that the Agreement has been terminated by reason of default in accordance with paragraph 11 hereof.
11. 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 GOVERNMENTAL BODY is given not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate.

- c. Upon notice of termination action pursuant to paragraphs (a) or (b) of this clause, CMAP shall (i) promptly discontinue all services affected (unless the notice directs otherwise) and (ii) deliver or otherwise make available to the GOVERNMENTAL BODY all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by CMAP in performing this Agreement, whether completed or in process.
12. Remedies. Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between CMAP and the GOVERNMENTAL BODY 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.
 13. Equal Employment Opportunity. The GOVERNMENTAL BODY and CMAP will comply with Executive Order 11246 entitled "Equal Employment Opportunity," as amended by U.S. Department of Labor regulations (41 CFR Part 60) and the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights. In connection with the execution of this Agreement, the GOVERNMENTAL BODY and CMAP shall not discriminate against any employee or an applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service. The GOVERNMENTAL BODY and CMAP shall take affirmative actions to insure that applicants are employed and that employees are treated during their employment without regard to their of

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race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service. 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 GOVERNMENTAL BODY and CMAP 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.

14. Small and Minority Business Enterprise. In connection with the performance of this Agreement the GOVERNMENTAL BODY 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.
15. Political Activity. No portion of funds for this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.
16. Prohibited Interest.
 - a. No officer or employee of CMAP or the GOVERNMENTAL BODY 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 GOVERNMENTAL BODY and CMAP 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 or the GOVERNMENTAL BODY 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.

17. Conflict of Interest. In order to avoid any potential conflict of interest, the GOVERNMENTAL BODY and CMAP agree during the term of this Agreement not to undertake any activities which could conflict directly or indirectly with the interest of CMAP or the GOVERNMENTAL BODY. The GOVERNMENTAL BODY shall immediately advise CMAP of any such conflict of interest. CMAP shall make the ultimate determination as to whether a conflict of interest exists.
18. Ownership of Documents/Title of Work. All documents, data and records produced by the GOVERNMENTAL BODY or CMAP in carrying out the obligations and services hereunder, without limitation and whether preliminary or final, shall become and remains the property of CMAP and the GOVERNMENTAL BODY. CMAP and the GOVERNMENTAL BODY shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation. All documents, data and records utilized in performing research shall be available for examination by CMAP or the GOVERNMENTAL BODY 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 or the GOVERNMENTAL BODY, be appropriately arranged, indexed and delivered to CMAP or the GOVERNMENTAL BODY.

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19. Publication. CMAP and the GOVERNMENTAL BODY 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 GOVERNMENTAL BODY and CMAP shall include provisions appropriate to effectuate the purpose of this clause in all subcontracts for work under this Agreement.
20. Confidentiality Clause. Except as required pursuant to a validly issued subpoena, lawful request by a governmental entity or any applicable laws, including without limitation any Federal or State Freedom of Information Acts, any documents, data, records, or other information given to or prepared by the GOVERNMENTAL BODY or CMAP pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by CMAP or the GOVERNMENTAL BODY. All information secured 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 or the GOVERNMENTAL BODY.
21. Reporting/Consultation. The GOVERNMENTAL BODY shall consult with and keep CMAP fully informed as to the progress of all matters covered by this Agreement.
22. Identification of Documents. All reports, maps, and other documents completed as part of this Agreement, other than documents exclusively for internal use within CMAP or the GOVERNMENTAL BODY 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 the GOVERNMENTAL BODY. "This material was prepared in consultation with CMAP, the Chicago Metropolitan Agency for Planning, (<<http://www.cmap.illinois.gov>>)."
23. 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.

24. Independent Contractors. Contractor's relationship to CMAP and the GOVERNMENTAL BODY 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 the contractor's exclusive direction and control and shall be employees of contractor and not employees of CMAP or the GOVERNMENTAL BODY. Contractor shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including, but not limited to, social security, income tax withholding, unemployment compensation, workers' compensation insurance and similar matters
25. Federal, State and Local Laws. CMAP and the GOVERNMENTAL BODY warrant that in the performance of this Agreement they 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, CMAP and the GOVERNMENTAL BODY shall be responsible for compliance as modifications are implemented. The CMAP or the GOVERNMENTAL BODY'S failure to comply shall constitute a material breach of this contract.
26. Hold Harmless and Indemnity. The GOVERNMENTAL BODY 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 the GOVERNMENTAL BODY, its officers, directors, employees, agents, subcontractors or suppliers, in connection with or arising out of the performance of this Agreement.
27. Hold Harmless and Indemnity. CMAP shall indemnify, defend and hold harmless the GOVERNMENTAL BODY, its officers, directors, employees and agents from and against any and all claims (including

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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 CMAP, its officers, directors, employees, agents, subcontractors or suppliers, in connection with or arising out of the performance of this Agreement.

28. Equal Employment Opportunities - Affirmative Action Sexual Harassment. CMAP and the GOVERNMENTAL BODY 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).
29. International Boycott. The GOVERNMENTAL BODY and CMAP certify that neither or 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 regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
30. Forced Labor. The GOVERNMENTAL BODY and CMAP certify 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 or the GOVERNMENTAL BODY 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).
31. **Subcontracts.**
- a. Any subcontractors or outside associates or contractors required by CMAP 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 and the GOVERNMENTAL BODY.

- 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 and the GOVERNMENTAL BODY.

Part 3: Federal Conditions of Approval

- A. Standard Assurances CMAP and the GOVERNMENTAL BODY assures that it will comply with all applicable federal statutes, regulations, executive orders, Federal Transit Administration (FTA), hereinafter called the DEPARTMENT, circulars, and other federal requirements in carrying out any project supported by federal funds. The GOVERNMENTAL BODY and CMAP recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The GOVERNMENTAL BODY and CMAP agrees that the most recent federal requirements will apply to the project as authorized by 49 U.S.C. Chapter 53, Title 23, United States Code (Highways), the Moving Ahead for Progress in the 21st Century Act (MAP-21), the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), as amended by the SAFETEA-LU Technical Corrections Act of 2008, or other Federal laws.

B. Certification Regarding Lobbying

- 1. As required by 31 U.S.C. 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," specifically 49 CFR 20.110:

- a. The lobbying restrictions of this Certification apply to the GOVERNMENTAL BODY/Grantee/Vendor requests:
 - 1) For \$100,000 or more in Federal funding for a Grant or Cooperative Agreement, and
 - 2) For \$150,000 or more in Federal funding for a Loan, Line of Credit, Loan Guarantee, or Loan Insurance, and

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- b. This Certification applies to the lobbying activities of:

- 1) GOVERNMENTAL BODY/Grantee,
- 2) Its Principals, and
- 3) Its Subrecipients at the first tier,

- 2. GOVERNMENTAL BODY's/Grantee's/Vendor's authorized representative certifies to the best of

his

or her knowledge and belief that for each agreement for federal assistance exceeding \$100,000:

- a. No Federal appropriated funds have been or will be paid by your Applicant or on its behalf to any person to influence or attempt to influence:

- 1) An officer or employee of any Federal agency regarding the award of a:
 - a) Federal Grant or Cooperative Agreement, or
 - b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance, or
- 2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
 - a) Federal Grant or Cooperative Agreement, or
 - b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance,

- b. GOVERNMENTAL BODY/Grantee/Vendor will submit a complete OMB Standard

Form LLL (Rev. 7-97), "Disclosure of Lobbying Activities," consistent with its instructions, if any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence:

- 1) An officer or employee of any Federal agency regarding the award of a:

- a) Federal Grant or Cooperative Agreement, or
 - b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance, or
 - 2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
 - a) Federal Grant or Cooperative Agreement, or
 - b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance, and
 - b. It will include the language of this Certification in the award documents for all subawards at all tiers, including, but not limited to:
 - 1) Third party contracts,
 - 2) Subcontracts,
 - 3) Subagreements, and
 - 4) Other third party agreements under a:
 - a) Federal Grant or Cooperative Agreement, or
 - b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance,
3. GOVERNMENTAL BODY/Grantee/Aendor understands that:
 - a. This Certification is a material representation of fact that the Federal Government relies on, and
 - b. It must submit this Certification before the Federal Government may award funding for a transaction covered by 31 U.S.C. 1352, including a:
 - (a) Federal Grant or Cooperative Agreement, or
 - [bf Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance, and
4. GOVERNMENTAL BODY/Grantee/Vendor also understands that any person who does not file a required Certification will incur a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. Nondiscrimination Assurance As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21 at 21.7, the CONTRACTOR assures that it will comply with all requirements of 49 CFR Part 21; FTA Circular 4702.1B, "Title VI and Title VI - Dependent Guidelines for Federal Transit Administration Recipients," and other applicable directives, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or

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otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the GOVERNMENTAL BODY or CMAP receives federal assistance.

Specifically, during the period in which federal assistance is extended to the project, or project property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the GOVERNMENTAL BODY OR CMAP retains ownership or possession of the project property, whichever is longer, the GOVERNMENTAL BODY and CMAP assures that:

1. Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332 and 49 CFR Part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.
2. It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the GOVERNMENTAL BODY assures that it will submit the required information pertaining to its compliance with these requirements.
3. It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements of 49 U.S.C. 5332 and 49 CFR Part 21 to other parties involved therein including any subrecipient, transferee, third party

- contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.
4. Should it transfer real property, structures, or improvements financed with federal assistance to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits.
 5. The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance.
 6. It will make any changes in its 49 U.S.C. 5332 and Title VI implementing procedures as U.S. DOT or FTA may request.
- D. Control of Property The GOVERNMENTAL BODY and CMAP certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of 2 CFR Part 200, Subpart D, Property Standards.
- E. Cost Principles The GOVERNMENTAL BODY and CMAP certifies that the cost principles and indirect
- E. cost proposals of this Agreement are consistent with 2 CFR Part 200, Subpart E, and Appendix
- E. VII to Part 200, and all costs included in this Agreement are allowable under 2 CFR Part 200, Subpart
- E. E, and Appendix VII to Part 200.
- F. Debarment The GOVERNMENTAL BODY and CMAP shall comply with Debarment provisions as contained in 2 CFR Part 1200, as amended. The GOVERNMENTAL BODY and CMAP certify that to the best of its knowledge and belief, the GOVERNMENTAL BODY and CMAP and The GOVERNMENTAL BODY and CMAP'S principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; b) within a three-year period preceding this Agreement have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (b), above; and d) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default

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The inability of The GOVERNMENTAL BODY and CMAP to certify to the certification in this section will not necessarily result in denial of participation in this Agreement. The GOVERNMENTAL BODY and CMAP shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when the DEPARTMENT determined whether to enter into this transaction. If it is later determined that The GOVERNMENTAL BODY or CMAP knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the DEPARTMENT may terminate this Agreement for cause. The GOVERNMENTAL BODY and CMAP shall provide immediate written notice to the DEPARTMENT if at any time The GOVERNMENTAL BODY and CMAP learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this Part shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

The GOVERNMENTAL BODY and CMAP agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by the DEPARTMENT. The GOVERNMENTAL BODY and CMAP agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the DEPARTMENT, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The GOVERNMENTAL

BODY and CMAP may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless the GOVERNMENTAL BODY and CMAP knows the certification is erroneous. The GOVERNMENTAL BODY and CMAP may decide the method and frequency by which it determines the eligibility of its principals. The GOVERNMENTAL BODY and CMAP may, but is not required to, check the Non-procurement List. If The GOVERNMENTAL BODY and CMAP knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation, in addition to other remedies available to the federal government, the DEPARTMENT may terminate this Agreement for cause or default.

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

The GOVERNMENTAL BODY discloses present indictments, convictions or adverse civil judgements within the three -year period preceding the date of this contract as described in Attachment 3.

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

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

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

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

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and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

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

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

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

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

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

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

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

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

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

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

H. Drug Free Workplace The GOVERNMENTAL BODY and CMAP certifies that it will comply with the requirements of the federal Drug Free Workplace Act, 41 U.S.C. 702 as amended, and 49 CFR 32.

I. Disadvantaged Business Enterprise Assurance In accordance with 49 CFR 26.13(a), as amended, The GOVERNMENTAL BODY and CMAP assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26, as amended. The GOVERNMENTAL BODY and CMAP assures that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from the U.S. DOT. The GOVERNMENTAL BODY and CMAP DBE program, as required by 49 CFR Part 26, as amended, will be incorporated by reference and made a part of this Agreement for any Federal assistance awarded by FTA or U.S. DOT. Implementation of this DBE program is a legal obligation of The GOVERNMENTAL BODY and CMAP, and failure to carry out its terms shall be treated as a violation of the Agreement Upon notification by

the Federal Government or the DEPARTMENT to The GOVERNMENTAL BODY and CMAP of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or

the Program Fraud Remedies Act, 31 U.S.C. 3801 et seq., as amended.

J. Assurance of Nondiscrimination on the Basis of Disability As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, The GOVERNMENTAL BODY and CMAP assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The GOVERNMENTAL BODY and CMAP assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, et seq., and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 et seq., and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any applicable regulations and directives issued by other Federal departments or agencies.

K. Procurement Compliance Certification The GOVERNMENTAL BODY and CMAP certifies that its procurements and procurement system will comply with all applicable third party procurement requirements of Federal laws, executive orders, regulations, and FTA directives, and requirements, as amended and revised, as well as other requirements FTA may issue including FTA Circular 4220.1 F, "Third Party Contracting Guidance," and any revisions thereto, to the extent those requirements are applicable. The GOVERNMENTAL BODY and CMAP certifies that it will include in its contracts financed in whole or in part with FTA assistance all clauses required by Federal laws, executive orders, or regulations, and will ensure that each subrecipient and each contractor will also include in its subagreements and its contracts financed in whole or in part with FTA assistance all applicable clauses required by Federal laws, executive orders, or regulations.

L. Intelligent Transportation Systems Program As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture."

1. In accordance with 23 U.S.C. 517(d), as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21), the GOVERNMENTAL BODY and CMAP assures it will comply with all applicable requirements of Section V (Regional ITS Architecture and Section VI (Project Implementation)) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 Fed. Reg. 1455 et seq., January 8, 2001, and other FTA requirements that may be issued in connection with any ITS project it undertakes financed with Highway Trust Funds (including funds from the mass transit account) or funds made available for the Intelligent Transportation Systems Program.

2. With respect to any ITS project financed with Federal assistance derived from a source other than Highway Trust Funds (including funds from the Mass Transit Account) or 23 U.S.C. 517(d), the GOVERNMENTAL BODY and CMAP assures that it will use its best efforts to ensure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

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

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

As required by OMB, The GOVERNMENTAL BODY and CMAP certify that it:

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A. Has the legal authority and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project.

2. Will give the U.S. Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the

state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;

4. Will initiate and complete the work within the applicable project time periods;

5. Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:

- Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
- Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, which prohibit discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
- The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
- The Drug Abuse, Prevention, Treatment and Rehabilitation Act, Public Law 92-255, and amendments thereto, 21 U.S.C. 1101 et seq. relating to nondiscrimination on the basis of drug abuse;
- The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Public Law 91-616, and amendments thereto, 42 U.S.C. 4541 et seq. relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-2 related to confidentiality of alcohol and drug abuse patient records;
- Title VIII of the Civil Rights Act, 42 U.S.C. 3601 et seq., relating to nondiscrimination in the sale, rental, or financing of housing;
- Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited, to 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and Section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA programs; and
- Any other nondiscrimination statute(s) that may apply to the project.
- The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 et seq.

6. Will comply with all federal environmental standards applicable to the project, including but not limited to:

- Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;
- Notification of violating facilities pursuant to Executive Order 11738;
- Protection of wetlands pursuant to Executive Order 11990;
- Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 et seq.;
- Conformity of federal Actions to State (Clean Air) Implementation Plans under Section

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176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 740.1 et seq.; • Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;

- Protection of endangered species under the Endangered Species Act of 1973, as amended;
- GOVERNMENTAL BODY and CMAP /GranteeA/endor will comply with the environmental protections for Federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, State, or local significance or any land from a historic site of national,

State, or local significance to be used in a transportation Project, as required by 49 U.S.C. 303 (also known as "Section 4f);

- The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 et seq., which relates to protecting components or potential components of the national wild scenic rivers system; and
- Environmental impact and related procedures pursuant to 23 C.F.R. Part 771.

7. Will comply with all other federal statutes applicable to the project, including but not limited to:

- As provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Relocation Act), 42 U.S.C. 4601 etseq., 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, GOVERNMENTAL BODY and CMAP /GranteeA/endor:

- 1) will provide for fair and equitable treatment of any displaced persons, or any persons whose property is acquired as a result of federally-funded programs,
- 2) has the necessary legal authority under State and local laws and regulations to comply with:
 - a) The Uniform Relocation Act. 42 U.S.C. 4601 etseq., as specified by 42 U.S.C. 4630 and 4655, and
 - b) U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR part 24, specifically 49 CFR 24.4, and
- 3) has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations because:
 - a) will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24,
 - b) As required by 42 U.S.C. 4622, 4623, and 4624, and 49 CFR part 24, if an FTA-funded Project results in displacement, it will provide fair and reasonable relocation payments and assistance to:
 1. Displaced families or individuals, and
 2. Displaced corporations, associations, or partnerships,
 - c) As provided by 42 U.S.C. 4625 and 49 CFR part 24, it will provide relocation assistance programs offering the services described in the U.S. DOT regulations to such:
 1. Displaced families and individuals, and
 2. Displaced corporations, associations, or partnerships,
 - d) As required by 42 U.S.C. 4625(c)(3), within a reasonable time before displacement, it will make available comparable replacement dwellings to families and individuals,
 - e) GOVERNMENTAL BODY and CMAP /GranteeA/endor will:
 1. Carry out the relocation process to provide displaced persons with uniform and consistent services, and
 2. Make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin,

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(f)

(g)

(h) (i)

G") (k)

It will be guided by the real property acquisition policies of 42 U.S.C. 4651 and 4652, 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, will execute the necessary implementing amendments to FTA-funded third party contracts and subagreements, will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances,

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 will provide in any affected document that these relocation and land acquisition provisions must supersede any conflicting provisions;

(1) The Hatch Act, 5 U.S.C. 1501 - 1508, 7324 - 7326, which limits the political activities of State and local agencies and their officers and employees whose primary employment activities are financed in whole or part with Federal funds, including a Federal Loan, Grant Agreement, or Cooperative Agreement, and (2) 49 U.S.C. 5323(l)(2) and 23 U.S.C. 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA funding appropriated or made available for 49 U.S.C. chapter 53 and 23 U.S.C. 142(a)(2) to whom the Hatch Act does not otherwise apply,

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

O. Energy Conservation To the extent applicable, The GOVERNMENTAL BODY and CMAP and its third party contractors at all tiers shall comply with mandatory standards and policies relating to

energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Section 6321 et seq.

- P. Clean Water For all contracts and subcontracts exceeding \$100,000 The GOVERNMENTAL BODY and CMAP agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Water Pollution Control Act, 33 U.S.C. Section 1251 et seq.
- Q. Clean Air For all contracts and subcontracts exceeding \$100,000, The GOVERNMENTAL BODY and CMAP agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq.
- R. Eligibility For Employment In The United States The GOVERNMENTAL BODY and CMAP 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 GOVERNMENTAL BODY and CMAP are eligible to work in the United States.
- S. Buy America As set forth in 49 U.S.C 5323(j) and 49 C.F.R. Part 661, only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of satisfactory quality; or that inclusion of domestic materials will increase the cost of overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.
- T. False Or Fraudulent Statements Or Claims The GOVERNMENTAL BODY and CMAP acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the DEPARTMENT in connection with this Agreement, the DEPARTMENT reserves the right to impose on The GOVERNMENTAL BODY and CMAP the penalties of 18 U.S.C. Section 1001, 31 U.S.C. Section 3801, and 49 CFR Part 31, as the DEPARTMENT may deem appropriate. The GOVERNMENTAL BODY and CMAP agree to include this clause in all state and federal assisted contracts and subcontracts.
- U. Changed Conditions Affecting Performance. The GOVERNMENTAL BODY and CMAP shall immediately notify the DEPARTMENT of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
- V. Third Party Disputes Or Breaches The GOVERNMENTAL BODY and CMAP agrees to pursue all legal rights available to it in the enforcement or defense of any third party contract, and FTA or U.S. DOT and the DEPARTMENT reserve the right to concur in any compromise or settlement of any third party contract claim involving the CONTRACTOR. The GOVERNMENTAL BODY or CMAP will notify FTA or U.S. DOT and the DEPARTMENT of any current or prospective major dispute pertaining to a third party contract. If The GOVERNMENTAL BODY and CMAP seeks to name the DEPARTMENT as a party to the litigation, the GOVERNMENTAL BODY and CMAP agrees to inform both FTA or U.S. DOT and the DEPARTMENT before doing so. The DEPARTMENT retains a right to a proportionate share of any proceeds derived from any third party recovery. Unless permitted otherwise by the DEPARTMENT, The GOVERNMENTAL BODY and CMAP will credit the Project Account with any liquidated damages recovered. Nothing herein is intended to nor shall it waive U.S. DOT'S, FTA's or the DEPARTMENT'S immunity to suit.
- W. Fly America The GOVERNMENTAL BODY and CMAP will comply with 49 U.S.C. §40118, 4 CFR §52 and U.S. GAO Guidelines B- 138942, 1981 U.S. Comp. Gen. LEXIS 2166, March 31, 1981 regarding costs of international air transportation by U.S. Flag air carriers.
- X. Non-Waiver The GOVERNMENTAL BODY and CMAP agrees that in no event shall any action or inaction on behalf of or by the DEPARTMENT, including the making by the DEPARTMENT of any payment under this Agreement, constitute or be construed as a waiver by the DEPARTMENT of any breach by The GOVERNMENTAL BODY and CMAP of any terms of this Agreement or any

default on the part of the GOVERNMENTAL BODY and CMAP which may then exist; and any action, including the making of a payment by the DEPARTMENT, while any such breach or default shall exist, shall in no way

impair or prejudice any right or remedy available to the DEPARTMENT in respect to such breach or default. The remedies available to the DEPARTMENT under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.

- Y. Preference for Recycled Products To the extent applicable, The GOVERNMENTAL BODY and CMAP agree to give preference to the purchase of recycled products for use in this Agreement pursuant to the various U.S. Environmental Protection Agency (EPA) guidelines, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.
- Z. Cargo Preference Use of United States Flag Vessels. The GOVERNMENTAL BODY and CMAP agree to comply with 46 U.S.C. § 55305 and 46 CFR Part 381 and to insert the substance of those regulations in all applicable subcontracts issued pursuant to this Agreement, to the extent those regulations apply to this Agreement.
- AA. Performance measurement The GOVERNMENTAL BODY and CMAP must relate financial data of this AGREEMENT to its performance accomplishments. Further, The GOVERNMENTAL BODY and CMAP must also provide cost information or a budget in Part 5 to demonstrate cost effective practices pursuant to 2 CFR Part 200.301.
- BB. Project closeout Pursuant to CFR Part 200.343 thru 200.345, The GOVERNMENTAL BODY and CMAP must submit the required project deliverables, performance and financial reports, and all eligible incurred costs as specified in Parts 4 and 5, respectively, of this AGREEMENT no later than 90 days after the AGREEMENT'S end date. Further, The GOVERNMENTAL BODY and CMAP agree that the project should then be closed no later than 360 days after receipt and acceptance by the DEPARTMENT of all required final reports.
- CC. The GOVERNMENTAL BODY and CMAP is required to register with the System for Award Management (SAM), which is a web-enabled government-wide application that collects, validates, stores and disseminates business information about the federal government's trading partners in support of the contract award, grants and the electronic payment processes. If The GOVERNMENTAL BODY and CMAP does not have a DUNS number, the CONTRACTOR must register at <<https://sam.gov>>.
- DD. Certification Regarding Annual Fiscal Reports or Payment Vouchers The GOVERNMENTAL BODY 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 GOVERNMENTAL BODY, 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 A through DD apply to the federally funded project. The GOVERNMENTAL BODY agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

Part 4: Responsibilities/Scope of Work

The GOVERNMENTAL BODY shall perform and carry out in a satisfactory and proper manner, as determined by CMAP,

the following:

- A. The project scope of work, including staffing, timelines, public engagement schedules, and commitment of other resources by CMAP or the GOVERNMENTAL BODY, will be finalized prior to beginning work. All work performed by CMAP will be consistent with the scope of work. Changes to the scope of work must be jointly agreed to by CMAP and the GOVERNMENTAL BODY.
- B. The GOVERNMENTAL BODY will provide access to all relevant data, reports, and other information that is necessary for CMAP to conduct its work. The GOVERNMENTAL BODY will allocate sufficient time by its staff and leadership to interact with CMAP on the activities in the scope of work and to review and comment on the materials produced. The GOVERNMENTAL BODY commits to participate actively in the project, make time available at relevant meetings for discussion, and involve its leadership in the project process.
- C. The GOVERNMENTAL BODY agrees actively to participate in public outreach and engagement efforts, including assisting in disseminating project and meeting information, attending and assisting at public meetings, and providing key stakeholder contact information.

CMAP and the GOVERNMENTAL BODY shall perform and carry out in a satisfactory and proper manner, as determined by CMAP the following:

- A. **SCOPE OF WORK.** The purpose of the project is to develop a multi-modal transportation plan for the Riverdale Community Area, (hereinafter "PROJECT"), and detailed in Attachment 1. The GOVERNMENTAL BODY submitted a proposal for the PROJECT under the CMAP Local Technical Assistance (LTA) program, which was approved.
- B. **PROJECT MANAGEMENT.** CMAP will have lead responsibility for project management. CMAP shall in all reasonable ways coordinate and work with the GOVERNMENTAL BODY staff as the project proceeds. The GOVERNMENTAL BODY in all reasonable ways shall cooperate with CMAP and the CONSULTANT. CMAP shall require the consultant, if any; to provide GOVERNMENTAL BODY with all of the consultants' deliverables at the same time they are delivered to CMAP. CMAP and GOVERNMENTAL BODY shall notify the other of all scheduled PROJECT related meetings with the consultant to enable the other to attend the meetings if desired.

Part 5. Compensation for Services

The total cost of this project is not to exceed \$100,000.00. The GOVERNMENTAL BODY will be responsible for a local match of five (5) percent of the total consultant contract cost, which will be paid in full by the GOVERNMENTAL BODY within ninety (90) days of receipt of the invoice. The invoice will be sent to the person listed on ATTACHMENT 2. In the event that CMAP does not receive payment by the due date listed above, CMAP reserves the right to cease work on the project until such funds are received.

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Part 6. FTA Certification Regarding Lobbying

FTA Certification Regarding Lobbying (49 CFR PART 20) Certification for Contracts, Grants, Loans, and Cooperative

Agreements

The undersigned GOVERNMENTAL BODY 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 GOVERNMENTAL BODY, the City of Chicago, acting by and through its Department of Transportation, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the GOVERNMENTAL BODY 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 GOVERNMENTAL BODY'S Authorized Official Date

Name _____ and _____ Title _____ of _____ GOVERNMENTAL _____ BODY'S
Authorized Official:

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ATTACHMENT 2:

Invoice Information

Name: Title:

Address:

City:

State:

Zip:.

Phone:

Email:

Return this completed form to: Finance Department
Chicago Metropolitan Agency for Planning 233 S. Wacker Dr., Suite 800 Chicago, IL 60606

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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>>

ATTACHMENT 1 Local Technical Assistance (LTA) Project Scope: Riverdale Multi-Modal Transportation Plan

The following is a proposed outline of steps to develop recommendations to improve multi-modal transportation in the Riverdale Community Area of Chicago as part of the Chicago Metropolitan Agency for Planning's (CMAP) Local Technical

Assistance 2016 program.

Project Background

CMAP will lead an effort with support from the City of Chicago (City), through its Department of Transportation (CDOT), to develop a multi-modal transportation plan for the Altgeld Gardens, Eden Green, Golden Gate, and Riverdale neighborhoods within the Riverdale Community Area of the City. This plan will develop recommendations for improving non-motorized access to existing transit services, recreation, and job opportunities while also implementing the Pedestrian First modal hierarchy outlined within the City's Complete Streets Design Guidelines.

These four neighborhoods face a number of unique access and connectivity challenges. The Riverdale Community Area is surrounded by physical barriers that limit connectivity to surrounding City neighborhoods and suburbs. In addition to physical barriers, the poor condition and incomplete network of sidewalks and bicycle paths make access to transit, jobs, and recreational destinations very difficult.

Truck traffic on designated truck routes create additional challenges for pedestrians and bicyclists. The lack of multi-modal transportation infrastructure is of particular concern in these neighborhoods. Approximately 50% of households do not have access to a car, 30% of residents commute to work via transit, and 10% commute via walking. An improved multi-modal transportation network will benefit commuters, reduce trip times, and reduce transportation costs for residents of the Riverdale Community Area as well as residents of the Village of Riverdale to the immediate south.

Previous Plan Review

The plan will also build upon existing plans and initiatives, including:

- [Chicago Housing Authority's Philip Murray Homes Master Plan](#)
- [Chicago Park District's Park Family Wellness Initiative](#)
- 127th and 130th Street right-of-way design
- [119th Street Corridor Plan](#)

Steering Committee

CMAP recommends that this project should include a steering committee or similar oversight group comprised of representatives from community organizations in the Riverdale Community Area, the region's transportation agencies, local advocacy groups, officials from the Village of Riverdale, and representatives from relevant City departments and the 9th Ward Alderman's office.

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Deliverables

The final deliverable of this project will be a multi-modal transportation plan that outlines bicycle, pedestrian, transit and transit access improvements that are needed within the study area to improve non-auto mobility. This plan should prioritize improvements and recommend an implementation strategy.

Proposed Scope of Work

Expected project stages and activities are described below. Flexibility is provided to contractors in the specific format and contents of the deliverables that are produced. Contractors should clearly identify and fully describe their proposed

deliverables in the proposal and should clearly tie these to the project activities described below.

1. **Steering Committee.** This project will include a steering committee comprised of representatives from community organizations in the Riverdale Community Area, the region's transportation agencies, local advocacy groups, officials from the Village of Riverdale, and representatives from relevant City departments and 9th Ward Alderman's office. While CDOT and CMAP will be primarily responsible for creation of the committee, contractors should propose a committee structure that will involve all of these groups in a meaningful and manageable way. Local and interagency buy-in is important in this project and contractors should expect that the steering committee will meet a minimum of six times over the course of the project.
2. **Focused Outreach.** Contractors should include a plan for focused stakeholder engagement in their proposal. This should specify public engagement methods for neighborhood groups and community partners, the number of public events to be held during the project process, and methods of engagement. At a minimum there should be three public events scheduled during the process, including any public meetings or hearings during the adoption process. The proposal should feature a strong online presence, including a website with interactive elements, to give the public the ability to fully participate in the process without attending meetings-in-person. Contractors are encouraged to propose other innovative methods to reach the general public. CDOT and CMAP will suggest the appropriate neighborhood groups and organizations to engage.
3. **Data Collection and Existing Conditions Analysis.** Contractors should describe their approach to data collection and analysis of existing conditions in the study area, including any/all datasets needed to perform this analysis.
4. **Identification of Potential Improvements.** Contractors should describe their process to identify potential bicycle, pedestrian and transit improvements that are needed within the study area based on the analysis described above. Potential improvements could be

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connections or extensions of the existing sidewalk or trail system, transit service adjustments, road diets and/or other recommendations that will improve mobility within and outside the study area.

5. **Prioritization of Potential Improvements.** Contractors should provide a general description of their method to evaluate and prioritize the potential improvements. Sample criteria could include safety, access to jobs, access to public transit stations or routes, consistency with local plans, feasibility or ease of implementation, connectivity to the regional trail or transit system, cost-effectiveness, etc. Criteria may be qualitative, quantitative, or a combination of both. Contractors should discuss how they will involve the steering committee in the prioritization process and are encouraged to use innovative and interactive methods to ensure active participation and ultimate buy-in to the recommendations.

Based on the prioritization process, a short list of near-term and mid-term improvements should be developed. The plan should specify the lead implementer for each improvement and confirm the interest of the identified agency/individual to fulfill that role. For each, contractors should provide rough cost estimates along with a potential

funding sources and mechanisms. Contractors will be expected to identify which funding source is the best fit for each project and suggest the appropriate applicant if grant funds are sought. In their proposal, contractors should demonstrate familiarity with the different potential funding sources and discuss how they will match these to specific projects.

6. Final Study Preparation. Contractors should describe their process for preparing the final document, which will include a list of highest-priority improvements (with lead implementers, cost estimates, and funding sources), and a series of next steps meant to implement the project.
7. Deliverable Review Standards. Drafts of all deliverables should be provided to CDOT and CMAP with sufficient time for review. Formal deliverables (drafts of final products) should be provided to CDOT and CMAP at least two weeks before their release to the steering committee or the public and interim deliverables should be provided with at least one week for review. These review times should be built into the project schedule proposed by contractors.
8. Adoption. The final plan should be endorsed by the steering committee through a formal vote. The plan may also be formally presented to the Chicago Plan Commission for adoption. Contractors should consider the endorsement and adoption process when developing their project schedule and scope.

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9. Implementation. Following project completion, CMAP may, at its discretion, enter into a two-year contract with the selected contractor to assist with implementation activities. This will be small-scale assistance, totaling no more than \$20,000 over the two-year period: Contractors should not include costs for implementation

Approximate Timeline

The following scope of work is designed to be completed in approximately 15 months; however, the timeline can change as the project progresses.

- | | |
|---|----------------|
| 1. Project Initiation & Focused Outreach | (Months 1-2) |
| 2. Data Collection & Existing Conditions Analysis | (Months 3-4) |
| 3. Identification of Potential Improvements | (Months 5-6) |
| 4. Prioritization of Potential Improvements | (Months 7-8) |
| 5. Implementation Strategies | (Months 9-10) |
| 6. Final Study Preparation | (Months 11-12) |
| 7. Adoption | (Months 13-15) |

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OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

September 14, 2016

TO THE HONORABLE, THE CITY COUNCIL OF THE CITY
OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Transportation, I transmit herewith an ordinance authorizing the

execution of an intergovernmental agreement with the Chicago Metropolitan Agency for Planning.

Your favorable consideration of this ordinance will be appreciated.

Mayor

Very truly yours,

CITY COUNCIL

City of Chicago

COUNCIL CHAMBER

FAX: 312-744-8155

committee memberships

City Hall-Second Floor 121 North LaSalle Street Chicago, Illinois 60602 telephone 312-744-4096

Transportation & Public Way (Chairman)

Budget and Government Operations

Committees, Rules and Ethics

Education and Child Development

Finance

Public Safety

ANTHONY A. BEALE

Alderman, 9th Ward 34 East 1 12th Place

chicago, illinois 60628 Telephone (773) 785-1100

Fax. (773) 785-2790 e-mail: ward09@cityofchicago.ohg <mailto:ward09@cityofchicago.ohg>

September 29, 2016

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body pass An ordinance authorizing the Commissioner of Transportation to execute an intergovernmental agreement with the Chicago Metropolitan Agency for Planning. This ordinance was referred to the Committee on September 14, 2016.

This recommendation was concurred unanimously by a viva voce vote of the members of the Committee with no dissenting vote.

(Ward)

Respectfully submitted,

Anthofcy'

Chairman