



**City of Wilmington
Special Meeting
Finance, Administration & Land Acquisition Committee
Tuesday, October 4, 2016 at 6:00 p.m.**

Location & Time

Council Chamber
Wilmington City Hall
1165 S. Water Street
6:00 p.m. 10/04/16

**Finance, Administration
& Land Acquisition
Committee Members**

Frank Studer, Co-Chair
Fran Tutor, Co-Chair
John Persic, Jr.
Kevin Kirwin
Larry Hall
Kirby Hall
Joe Van Duyne
Steve Evans

Agenda

1. Call to Order
2. Review/Approve the Memorandum of Understanding Between the Illinois Department of Transportation and the City of Wilmington for Improvements to N. Water Street and N. Kankakee Street
3. Review/Approve the Intergovernmental Agreement Between the Chicago Metropolitan Agenda for Planning and the City of Wilmington for City of Wilmington Downtown Plan
4. Review/Approve Resolution No. 2016-11 ó A Resolution to Accept Planning Assistance Services Delivered by the Chicago Metropolitan Agency for Planning
5. Review/Approve An Ordinance Directing the Sales of the Former City of Wilmington Police Station at 120 N. Main Street Bearing Parcel Number 03-17-25-323-013-0000 and Adjoining Lots to the West and South
6. Adjournment

**MEMORANDUM OF UNDERSTANDING
BETWEEN
ILLINOIS DEPARTMENT OF TRANSPORTATION
AND
CITY OF WILMINGTON, IL
FOR
IMPROVEMENTS TO N. WATER STREET AND N. KANKAKEE STREET**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is made as of the ___ day of September, 2016, by and among THE STATE OF ILLINOIS, acting by and through its Department of Transportation (hereinafter referred to as “State” or “IDOT”) and the City of Wilmington, an Illinois municipal corporation (“City”) (collectively, referred to as the "parties" and individually, referred to as a "party").

RECITALS

WHEREAS, IDOT is authorized to participate in the planning and development of a high speed rail (“HSR”) project in the State of Illinois; and

WHEREAS, IDOT and Union Pacific Railroad (UPRR) have entered into High Speed Rail 2A Route Construction Agreement, dated March 4, 2011 (as amended, supplemented or modified to date, the “Construction Agreement”); and

WHEREAS, the Construction Agreement obligates UPRR to construct, or cause to be constructed, certain improvements to both the railroad track through Wilmington, Illinois and the Kankakee River Bridge (HSR Improvements); and

WHEREAS, the HSR Improvements include construction of new main track, construction of industrial tracks, grading, culvert construction, bridge work, construction of retaining walls, fencing and reconstruction of roadway crossings; and

WHEREAS, the completion of the HSR Improvements will require portions of North Water Street, North Kankakee Street, Chicago Street, and First Street (Haul Routes) in Wilmington, Illinois to be used as haul routes during construction; and

WHEREAS, due to the extensive HSR Improvements required to the Wilmington, Illinois track and the Kankakee River Bridge, damage to the Haul Routes is anticipated as a result of the hauling of oversized equipment and materials on the Haul Routes; and

WHEREAS, the parties are authorized by applicable law to enter into this MOU on the terms and conditions hereinafter set forth.

NOW THEREFORE, the undersigned parties to this MOU agree:

- 1) After completion of the HSR Improvements, IDOT agrees to fund improvements, to

the extent described in paragraph 2 herein below, to North Water Street and North Kankakee Street in Wilmington, Illinois to repair any damage that is caused by the implementation of the HSR Improvements;

2) IDOT will provide funding no sooner than State FY 2018 in the form of reimbursement to the City of invoices paid by the City for the above described improvements to North Water Street and North Kankakee Street in Wilmington, Illinois provided that such reimbursements will not exceed the following amounts for each street based on the estimates in Attachment A:

North Water Street	\$ 172,670.50
North Kankakee Street	\$ 157,711.50

3) Reimbursement to the City for improvements to North Water Street and North Kankakee Street is limited to the scope (street width/length) set forth below in accordance with Attachment A:

North Water Street	1,360 ft +/-
North Kankakee Street	1,290 ft +/-

4) Improvements to North Water Street and North Kankakee Street will not commence before the streets cease being used as haul routes for the HSR Improvements.

5) As a condition to IDOT's commitments hereunder, the City shall:

- a. issue any permits specifically identified in the proposed intergovernmental agreement, without delay, required by UPRR to complete the HSR Improvements including, but not limited to, permits for portions of North Kankakee Street, North Water Street, Chicago Street, and First Street to be used as haul routes;
- b. issue design approvals and permits specifically identified in the proposed intergovernmental agreement for the construction of grade crossings at Kankakee River Drive, First Street, and North Kankakee Street, needed for the HSR Improvements as currently proposed;
- c. provide support for and assist when necessary any utility relocations required to complete the HSR Improvements;
- d. take ownership of the property including provisions for the conservation easement (as previously tentatively agreed);
- e. support resolution of other easements and real estate as required for the HSR Improvements; and
- f. operate in good faith to support the ongoing HSR project.

6) Notwithstanding anything to the contrary contained herein, the parties agree that this MOU is not intended to create any legally binding obligations on any party but, rather, is intended to memorialize the intent of the parties.

7) This MOU represents the current understanding of the parties. The terms are not all-inclusive and are subject to modification or cancellation upon mutual agreement. The parties acknowledge that commitments set forth herein will be subject to and incorporated in definitive written agreements to be negotiated by the parties, which agreements will include additional terms and conditions acceptable to each party including the City's right to close any road that becomes a hazard to the public.

8) IDOT and the City shall draft, negotiate and execute in due course hereafter an intergovernmental agreement that details their respective rights and responsibilities as contemplated herein.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF the parties have executed this MOU as of the date set forth in the introductory paragraph hereof.

STATE OF ILLINOIS

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

CITY OF WILMINGTON

By: _____

Name: _____

Title: _____



Date Prepared: 27-Jul-15
 Prepared by: CCZ
 Revised: 25-May-16

City of Wilmington
N. Water Street Improvements
Engineer's Opinion of Probable Construction Costs
Mill and Overlay, Curb and Gutter Removal and Replacement and Re-striping

Engineer's Opinion of Probable Construction Costs

	Description	Unit	Quantity	Unit Price	Extension
1	HMA Surface Removal, 2" - Special	Sq Yd	5,192	\$3.50	\$18,172.00
2	HMA Surface Removal, Variable Depth - Special	Sq Yd	1,400	\$5.50	\$7,700.00
3	HMA Surface Course, Mix "D", N50, 2.5"	Ton	989	\$75.00	\$74,162.50
4	Bituminous Materials (Prime Coat)	Gal	1,318	\$2.00	\$2,636.00
5	Comb. Concrete Curb and Gutter - Special	Lin Ft	11	\$30.00	\$330.00
6	Comb. Concrete Curb and Gutter Removal and Replacement - Special	Lin Ft	434	\$45.00	\$19,530.00
7	Core Pavement and Fill Existing Tunnel	Cu Yd	237	\$30.00	\$7,110.00
8	Structures to be Adjusted	Ea	7	\$350.00	\$2,450.00
9	B-Boxes to be Adjusted	Ea	4	\$175.00	\$700.00
10	Detectable Warning Plates	Sq Ft	120	\$35.00	\$4,200.00
11	Sign Panel - Type 1	Sq Ft	40	\$35.00	\$1,400.00
12	Metal Post - Type A	Lin Ft	150	\$15.00	\$2,250.00
13	Thermoplastic Pavement Marking, Line 4"	Lin Ft	2,153	\$1.75	\$3,767.75
14	Thermoplastic Pavement Marking, Line 6"	Lin Ft	537	\$2.25	\$1,208.25
15	Thermoplastic Pavement Marking, Letters & Symbols	Sq Ft	71	\$10.00	\$714.00
Sub Total:					\$146,330.50
Maintenance of Traffic - 5%					\$ 7,317.00
Mobilization - 3%					\$ 4,390.00
10% Contingency					\$ 14,633.00
TOTAL					\$ 172,670.50



Date Prepared: 27-Jul-15
 Prepared by: CCZ
 Revised: 25-May-16

*City of Wilmington
 N. Water Street Improvements
 Engineer's Opinion of Probable Construction Costs
 Mill and Overlay, Curb and Gutter Removal and Replacement and Re-striping*

<i>Locations</i>	Roadway		Alley		Alley		Area (SF)	HMA SR, 2"	HMA SR, 1-1/2"	HMA SR, VD	Prep of Base
	Length	Width	Length	Width	Length	Width					
Underpass to Mill St	450	28					12,600			X	
Mill St to Alley	180	48	10	20			8,840	X			
Alley to Van Buren St	150	60	10	15	10	20	9,350	X			
Van Buren St to Jackson St	330	48	10	15	10	15	16,140	X			
Jackson St to Southern Limits	250	48	10	20	10	20	12,400	X			
	910						46,730				
	1360										
	0.257575758						59,330				
	12.13333333						1400				



Date Prepared: 27-Jul-15
 Prepared by: CCZ
 Revised: 25-May-16

City of Wilmington
 N. Kankakee Street Improvements
 Engineer's Opinion of Probable Construction Costs
 Mill, Overlay and Re-striping

Engineer's Opinion of Probable Construction Costs

	Description	Unit	Quantity	Unit Price	Extension
1	HMA Surface Removal, 2" - Special	Sq Yd	7,219	\$3.50	\$25,266.50
2	HMA Surface Course, Mix "D", N50, 2.5"	Ton	1,083	\$75.00	\$81,212.50
3	Bituminous Materials (Prime Coat)	Gal	1,444	\$2.00	\$2,888.00
4	Comb. Concrete Curb and Gutter Removal and Replacement - Special	Lin Ft	300	\$45.00	\$13,500.00
5	Structures to be Adjusted	Ea	12	\$350.00	\$4,200.00
6	Thermoplastic Pavement Marking, Line 4"	Lin Ft	2,550	\$1.75	\$4,462.50
7	Thermoplastic Pavement Marking, Line 6"	Lin Ft	560	\$2.25	\$1,260.00
8	Thermoplastic Pavement Marking, Line 24"	Sq Ft	108	\$8.00	\$864.00
Sub Total:					\$133,653.50
Maintenance of Traffic - 5%					\$ 6,683.00
Mobilization - 3%					\$ 4,010.00
10% Contingency					\$ 13,365.00
TOTAL					\$ 157,711.50



Date Prepared: 27-Jul-15
 Prepared by: CCZ
 Revised: 25-May-16

City of Wilmington
 N. Kankakee Street Improvements
 Engineer's Opinion of Probable Construction Costs
 Mill, Overlay and Re-striping

Locations	Roadway		Alley		Alley		Area (SF)	HMA SR, 2"	HMA SR, 1-1/2"	HMA SR, VD	Prep of Base
	Length	Width	Length	Width	Length	Width					
Canal St to Alley	500	48	10	20			24,200	X			
Alley to Van Buren St	150	60	10	15	10	20	9,350	X			
Van Buren St to Jackson St	330	48	10	15	10	15	16,140	X			
Jackson St to Rte 53	310	48	10	20	10	20	15,280	X			
	1290						64,970				
	1290						64,970				
	0.244318182										
	17.2						#REF!				
	25.4										



Chicago Metropolitan Agency for Planning

233 South Wacker Drive
Suite 800
Chicago, Illinois 60606

312 454 0400
www.cmap.illinois.gov

Contract # LTA-17-0002

Intergovernmental Agreement For City of Wilmington Downtown Plan

THIS AGREEMENT by and between the Chicago Metropolitan Agency for Planning, herein called CMAP, and the City of Wilmington, 1165 S. Water Street, Wilmington, IL 60481, 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:

_____ Signature	_____ Type or Print Name of Authorized Representative	_____ Date
Attest:		

_____ Signature	_____ Type or Print Name	_____ Date
--------------------	-----------------------------	---------------

For CMAP:

_____ Joseph C. Szabo Executive Director	_____ Attest Signature	_____ Date
------------------------------------------------	---------------------------	---------------

-
- 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
-

Part 1: 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: BMO Harris

Telephone No.: 877-895-3275

Account No.: 2033876

Bank ACH Routing No.: 071000288

CMAP email address for confirmation:

accounting@cmap.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 October 1, 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.**

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 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

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 or the City of Harvard 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

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 CMAP's 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.

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. Nothing in these restrictions interfere with the lawful obligation to respond to FOIA requests.
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's 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. **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).
28. **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).
29. **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
 - 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/Vendor understands that:
 - a. This Certification is a material representation of fact that the Federal Government relies on, and
 - b. It must submit this Certification before the Federal Government may award funding for a transaction covered by 31 U.S.C. 1352, including a:
 - (a) Federal Grant or Cooperative Agreement, or
 - (b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance, and
 4. 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 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 cost proposals of this Agreement are consistent with 2 CFR Part 200, Subpart E, and Appendix VII to Part 200, and all costs included in this Agreement are allowable under 2 CFR Part 200, Subpart E, and Appendix VII to Part 200.

F. Debarment The 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.

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 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 4220.1F, "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:
1. Has the legal authority and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project.
 2. Will give the U.S. Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to

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

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

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

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

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

- The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*

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

- Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;
- Notification of violating facilities pursuant to Executive Order 11738;
- Protection of wetlands pursuant to Executive Order 11990;
- Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 *et seq.*;
- Conformity of federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 *et seq.*;
- Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;
- Protection of endangered species under the Endangered Species Act of 1973, as amended;

- GOVERNMENTAL BODY and CMAP /Grantee/Vendor will comply with the environmental protections for Federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, State, or local significance or any land from a historic site of national, State, or local significance to be used in a transportation Project, as required by 49 U.S.C. 303 (also known as "Section 4f");
 - The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 et seq., which relates to protecting components or potential components of the national wild scenic rivers system; and
 - Environmental impact and related procedures pursuant to 23 C.F.R. Part 771.
7. Will comply with all other federal statutes applicable to the project, including but not limited to:
- As provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Relocation Act), 42 U.S.C. 4601 et seq., and 49 U.S.C. 5323(b), regardless of whether Federal funding has been provided for any of the real property acquired for Project purposes, GOVERNMENTAL BODY and CMAP /Grantee/Vendor:
 - (1) will provide for fair and equitable treatment of any displaced persons, or any persons whose property is acquired as a result of federally-funded programs,
 - (2) has the necessary legal authority under State and local laws and regulations to comply with:
 - (a) The Uniform Relocation Act. 42 U.S.C. 4601 et seq., as specified by 42 U.S.C. 4630 and 4655, and
 - (b) U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR part 24, specifically 49 CFR 24.4, and
 - (3) has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations because:
 - (a) will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24,
 - (b) As required by 42 U.S.C. 4622, 4623, and 4624, and 49 CFR part 24, if an FTA-funded Project results in displacement, it will provide fair and reasonable relocation payments and assistance to:
 1. Displaced families or individuals, and
 2. Displaced corporations, associations, or partnerships,
 - (c) As provided by 42 U.S.C. 4625 and 49 CFR part 24, it will provide relocation assistance programs offering the services described in the U.S. DOT regulations to such:
 1. Displaced families and individuals, and
 2. Displaced corporations, associations, or partnerships,
 - (d) As required by 42 U.S.C. 4625(c)(3), within a reasonable time before displacement, it will make available comparable replacement dwellings to families and individuals,
 - (e) GOVERNMENTAL BODY and CMAP /Grantee/Vendor will:
 1. Carry out the relocation process to provide displaced persons with uniform and consistent services, and
 2. Make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin,
 - (f) It will be guided by the real property acquisition policies of 42 U.S.C. 4651 and 4652,
 - (g) will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. 4653 and 4654, understanding that FTA

- will provide Federal funding for its eligible costs for providing payments for those expenses, as required by 42 U.S.C. 4631,
- (h) will execute the necessary implementing amendments to FTA-funded third party contracts and subagreements,
 - (i) will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances,
 - (j) will incorporate these assurances by reference into and make them a part of any third party contract or subagreement, or any amendments thereto, relating to any FTA-funded Project involving relocation or land acquisition, and
 - (k) will provide in any affected document that these relocation and land acquisition provisions must supersede any conflicting provisions;

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

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

O. Energy Conservation To the extent applicable, The 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 create a downtown plan for the City of Wilmington, (hereinafter "PROJECT") described in Attachment 2. 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 the 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, if any, to enable the other to attend the meetings if desired.

Part 5. Compensation for Services

The GOVERNMENTAL BODY will be responsible for a local match of \$10,000.00, which will be paid in two installments by the GOVERNMENTAL BODY within thirty (30) days of receipt of the invoice. The first installment, of \$5,000.00, will be issued after this agreement has been fully executed. The second installment, of \$5,000.00, will be issued on June 1, 2017. The invoices will be sent to the person listed on ATTACHMENT 1. In the event that CMAP does not receive payment by the due dates listed above, CMAP reserves the right to cease work on the project until such funds are received.

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 Harvard, Illinois, 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:

ATTACHMENT 1:

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



ATTACHMENT 2
Local Technical Assistance (LTA) Project Scope:
Wilmington Downtown Plan

The following is a proposed outline of steps to create a downtown plan for the City of Wilmington as part of the Chicago Metropolitan Agency for Planning’s (CMAP) [Local Technical Assistance program](#). Through this program, CMAP will provide staff assistance to complete the plan.

Purpose

The intent of the project is to develop a Downtown Plan that outlines a vision and provides development strategies to help improve the function and character of the City’s central business district. The plan will comprehensively address issues such as future land use priorities, economic development opportunities for key parcels, transportation and pedestrian access, and streetscape appeal along the Illinois Route 53 and Illinois Route 102 corridors. The project will incorporate robust stakeholder input to ensure that the end product is driven by the needs and vision of the community, including residents, business owners, property owners, and other community stakeholders.

Planning Study Area

The plan will focus on two main corridors through Wilmington’s downtown, and will also include broader analysis and recommendations for the area immediately surrounding the downtown business district. The proposed study area extends along two state routes: Illinois Route 53, from Forked Creek to Island Park, and Illinois Route 102, from the Union Pacific Railroad to Wabash Street.

Approximate Timeline

The following scope of work is designed to be completed in approximately 12 months; however, the timeline may change as the project progresses.



Steering Committee

CMAP recommends that a Steering Committee or similar oversight group be created to assist in guiding the development of the Downtown Plan. The Steering Committee will be responsible for providing project direction, reviewing key draft deliverables (such as the draft existing conditions report and plan), and attending project meetings (internal and public). CMAP will look to City staff to select Steering Committee members. Ideally the Steering Committee will have a maximum of 10-12 members. Throughout this scope of work, this group is referred to as the “Steering Committee.” The exact makeup of this group will be determined in the pre-kickoff phase of the planning process.

Deliverables

The final deliverable of this project will be a Downtown Plan that will be presented to the City Council for formal adoption. Interim deliverables, including an existing conditions report, key recommendations memo, opportunity site concepts, and a draft plan, will also be produced during the planning process and submitted to the Steering Committee by CMAP staff. Interim deliverables are identified in *italics* within the following Scope of Work.

Scope of Work

Pre-kickoff Work (Sept.-Oct. 2016)

Before the project formally kicks off, there are several steps that CMAP will go through with the City. These include:

- The City Council will need to ***adopt an intergovernmental agreement*** expressing support for the project, authorizing staff to participate, and committing to providing local matching funds. CMAP will provide a sample intergovernmental agreement, to be modified as necessary. This will need to be passed before the project begins.
- A ***project Steering Committee will be formed***. The membership of the Steering Committee will be determined through discussions between CMAP and City staff before the project formally begins.

These activities will occur prior to the “formal” kickoff meeting with the Steering Committee, and can begin as early as September 2016.

Phase 1: Project Orientation (Oct.-Nov. 2016)

The planning process will begin in October 2016 with meetings between CMAP staff, appropriate City staff, and the Steering Committee.

Task 1.1: Meeting with City Staff

This may include staff other than those involved in the pre-kickoff work. This meeting will include discussion of the plan scope and near-term timelines, as well as discussion of existing plans, studies, reports, and GIS and other data. City staff will also be asked to identify relevant stakeholder groups to include in public engagement activities and to help CMAP make contacts locally. This meeting may include a walking or driving tour of the study area.

Task 1.2: Initial Steering Committee Meeting

CMAP will hold a kick-off meeting with the Steering Committee to introduce the project scope and schedule, discuss the committee’s expectations for the project and its role in the process, review the proposed community outreach strategy, and identify key persons and stakeholder groups for interviews (see Task 2.2). The meeting will conclude with a workshop to identify and discuss the concerns and priorities that Steering Committee members would like to see addressed in the Downtown Plan.

Phase 2: Community Outreach (Oct.-Dec. 2016)

A primary goal of all CMAP projects is to elevate community engagement in planning – particularly focusing on engaging populations that are typically underrepresented in public planning processes. A detailed community outreach strategy will be developed at the outset of the Downtown Plan. The community outreach strategy will identify opportunities for specific outreach and engagement activities and will outline goals and methods for public participation. The Steering Committee and City staff and officials' full participation in this process is vital to the success of the plan.

The outreach tasks identified in this phase and other phases of the Scope of Work may be added to or modified as the planning process moves forward. At a minimum, community engagement activities will include, but are not limited to:

- Three public meetings, including an initial public introduction to solicit community input and discuss plan goals, a second public meeting to develop a vision and discuss ideas for strategies, and an open house to present and receive feedback on the draft plan.
- Key person interviews and focus groups with residents, stakeholder groups, business owners, property owners, institutions, and organizations.
- Use of an interactive website (MetroQuest) allowing public input (for an example of its use, see <https://aurora-draft.metroquest.com>).
- Updates at City Council meetings, or other relevant meetings.

Task 2.1: Public Kick-off Meeting

CMAP will work with City staff to facilitate a public workshop, which will serve to solicit community opinions on existing and future land use and transportation, assess issues and opportunities related to the downtown, and discuss goals and objectives for the plan. The meeting will begin with a brief presentation on the project's scope of work. Then an interactive workshop will be held to gather community preferences for the future of the downtown. The results from this session will be summarized in the existing conditions report and will serve to inform the plan.

Task 2.2: Key Person Interviews & focus Groups

CMAP will conduct key person and/or small group interviews to aid in its understanding of the conditions within the downtown relating to key issues and opportunities. The interviews and focus groups will likely include representatives from the City, Wilmington Island Park District, Will County, Illinois Department of Natural Resources, Illinois Department of Transportation, local residents, business owners, property owners, and other community stakeholders. CMAP will work with the Steering Committee to determine an appropriate list of interviewees.

Task 2.3: Business Workshop and Survey

With a focus on the downtown it is important that the Wilmington business community is involved in the planning process. CMAP will conduct a workshop for downtown business owners and operators to solicit input on the issues and opportunities facing the downtown and ensure that their unique perspectives are documented. It is recommended that such a workshop be conducted as part of a regular meeting of the local business community such as the Chamber of Commerce or Rotary Club. CMAP will also create an online survey that be used to solicit input from those business owners and operators that aren't able to attend an in-person workshop.

Task 2.4: Project Website

CMAP will create and host a dedicated project webpage containing information on the planning process and key deliverables. The webpage should be accessible to the general public on the City's website via a link. Materials posted on the webpage may include project announcements, upcoming meeting dates,

meeting materials, draft documents for review, online surveys, etc. CMAP will be responsible for posting the material and keeping the page up-to-date.

Task 2.5: MetroQuest Site (Interactive Survey)

CMAP will create and host an interactive MetroQuest website to solicit public input during the planning process. The webpage will be accessible through the project website and should be made accessible on the City's website via a link. The MetroQuest website will include interactive survey content to solicit public input on a wide variety of topics.

Deliverable: As the project progresses and the activities are completed, summaries will be created to document the results of the outreach. These summaries can be posted to the project website for public review. Ongoing outreach efforts will be described in a chapter of the existing conditions report.

Phase 3: Existing Conditions Analysis (Oct. 2016-Mar. 2017)

This task will include the development of a comprehensive Existing Conditions Report that provides an overview of existing conditions and documents factors influencing the development of plan recommendations.

Task 3.1: Review Existing Documents and Plans

CMAP will review existing regulations, plans, reports, and policies pertinent to the downtown, particularly the *Wilmington Comprehensive Plan (2008)*, *Illinois Route 53 Corridor Plan (2014)*, and *Wilmington Island Park Vision Plan (2015)*, among others. This review will serve as background for the analysis to take place in future tasks and phases, and will help to prepare for the public workshop (see Task 4.1).

Task 3.2: Draft Existing Conditions Report

The existing conditions report is an important interim deliverable in the process to create the Downtown Plan. This report will describe current conditions in Wilmington and look at how things have changed in recent years, synthesizing information gathered through stakeholder input, field observations, demographic data, previous studies, and other sources. The report will summarize the project team's findings relating to the downtown, including land use, economic development, and transportation, and convey the team's understanding of key issues and opportunities that the plan will address. Throughout the document, findings from the project's community engagement effort will be included as qualitative data that informs the planning effort. A draft of the report will be prepared and presented to the Steering Committee and City staff.

Task 3.3: Steering Committee Meeting

CMAP will meet with the Steering Committee to present the existing conditions report and discuss preliminary recommendations. This meeting will also be used to identify up to four key sites to be considered for more detailed planning recommendations (see Task 4.3). The Steering Committee will create one set of consensus revisions to the report, which CMAP will incorporate prior to moving forward with drafting the plan.

Deliverable: An Existing Conditions Report which includes charts, maps, and other graphics to support the text description of the topics covered. This report will be a stand-alone product and will serve as the foundation for the Downtown Plan document.

Phase 4: Plan Development (Mar.-Jul. 2017)

This phase includes conducting additional outreach to define the community's vision for the study area, identifying and evaluating key recommendations, and developing the draft Downtown Plan document.

Task 4.1 Visioning Workshop

This task will be used to establish a shared vision for the downtown and its corridors. A public workshop will be held to allow residents to illustrate their future vision for the study area. Workshop participants will be provided markers and blank maps of the study area and organized into smaller working groups. Each group will then work together to map out their 10- to 15-year vision of the downtown and its corridors, identifying key development opportunity sites. Each working group will share their vision with the larger group and the workshop will conclude with a summary of key workshop themes by CMAP staff.

Following the workshop, CMAP staff will combine the results of the visioning workshop with the results of the existing conditions analysis and previous public engagement to create a vision statement for the study area. The vision statement will provide guiding principles that will inform plan recommendations moving forward.

Deliverable: A vision statement which provides general vision, goals, and objectives. This document will be no more than four pages in length, and will be included as one of the chapters of the final plan.

Task 4.2: Key Recommendations

In concert with development of the vision statement, and before the final plan is drafted, CMAP will prepare a memo describing the key recommendations that are expected to be contained in the final plan. Preliminary recommendations for key redevelopment opportunity sites will also be provided. This document will be provided to City staff and the Steering Committee for review and comment. Based on feedback received, the draft plan will begin to be prepared. The purpose of this step is to provide the Steering Committee members with a summary of key recommendations before much time is spent writing them up in detail; if there are significant problems with any elements of the plan, they should surface at this point.

Deliverable: A memo summarizing key plan recommendations to achieve the vision, based on existing conditions findings and stakeholder involvement. This will be an internal working document containing initial ideas and is not meant for public distribution.

Task 4.3: Redevelopment Opportunity Site Concepts

Based on the results of the visioning workshop and discussion of key recommendations with the Steering Committee, redevelopment opportunity sites will be selected for more detailed treatment within the draft Downtown Plan. Key sites identified will represent opportunities for the redevelopment of vacant or underutilized properties within the study area. CMAP may engage a consultant to evaluate unique transportation and market components, as well as to help develop conceptual illustrations that demonstrate how plan recommendations could be applied to each selected site. The consultant(s) will be engaged at no additional cost to the City.

Task 4.4: Draft Plan

After reaching consensus on the key recommendations, the draft plan will be developed. A draft will be sent to City staff and Steering Committee members for review. The draft Downtown Plan will be revised based on City staff and Steering Committee comments, creating a revised plan. The draft plan will include, but is not limited to, the following topics:

- **Community Vision and Future Land Use.** The future land use plan will serve as the foundation for the recommendations contained in the Downtown Plan. This section will help to translate the community's vision into physical terms by providing a general pattern for the location, distribution, and characteristics of future land use in the two subareas.

- **Transportation and Mobility.** The purpose of this topic is to provide recommendations for the City to provide safe and efficient transportation options to navigate the community and connect to regional transportation systems. Walkability, biking, driving, and parking will be discussed.
- **Environment and Natural Resources.** This topic will focus on the natural environment, including parks and open space, and its role in protecting environmental quality, improving public health, strengthening the economy, and improving residents' overall quality of life. Water resources will be discussed.
- **Image and Identity.** This topic will provide recommendations for the City to enhance street appeal and improve the overall image of the downtown. Streetscape improvements and beautification projects will be discussed.
- **Implementation.** The Plan will contain implementation actions for the City to begin working on immediately following plan adoption. The Steering Committee will help identify these priorities and goals after reviewing the other sections of the draft plan.

Task 4.5: Steering Committee Meeting

The draft plan will be presented to the Steering Committee for consideration for approval. The Steering Committee will create one set of consensus revisions to the plan, which CMAP will incorporate prior to moving forward with public review and adoption.

Deliverable: The plan will include text recommendations for action, with support from graphics and maps. It will also include language concerning implementation, including descriptions of actions that should be taken within the next two years to advance its recommendations.

Phase 5: Public Review and Adoption (Aug.-Sept. 2017)

Following development of the draft Downtown Plan, the plan will be presented to the public and City officials, revised as needed, and then adopted.

Task 5.1: Public Open House

CMAP and the City will hold one public open house in a central location to present the draft Downtown Plan to the public. Key recommendations from the plan will be displayed on illustrative posters and the public will be able to circulate and make comments or ask questions of CMAP staff, the City, and the Steering Committee. Comments will also be collected on the project website. These comments will be reviewed with City staff and consolidated into a set of action items for revision. CMAP will then revise the document in preparation for the public hearing.

Task 5.2: Public Hearing

CMAP will be available to attend and present at a public hearing with the City Council. CMAP staff will be responsible for collecting comments and suggestions and consolidating them into action items for revision or response.

Task 5.3: Adoption Meeting

CMAP will be available to attend and present at an adoption meeting with the City Council and will incorporate revisions into the final Plan.

Task 5.4: Final Document

Once the Downtown Wilmington Downtown Plan is adopted, CMAP will provide the City with a PDF version of the final document(s) (as well as an Adobe InDesign version if desired), along with other supporting information and drawings.

Deliverable: The format of the final plan will be the same as that of the draft plan, except with a higher quality of graphics.

Phase 6: Implementation (Sept. 2017)

After the plan is adopted, CMAP will remain involved to monitor and encourage progress on the implementation actions specified in the plan.

Task 6.1: Implementation Follow-up

If CMAP identifies specific implementation tasks on which to provide assistance, CMAP staff may remain involved for a period of two years after the plan is adopted. This will be at a lower level of involvement, but will include meeting periodically with City staff, tracking and monitoring progress in accomplishing the plan's recommendations, facilitating discussions with regional and state agencies that may have a major implementation role, and similar activities.

Deliverable: There is no formal deliverable for this task.

CMAP Contacts:

Maggie Jarr, CMAP Project Manager (mjarr@cmap.illinois.gov or 312-386-8693)

Brandon Nolin, CMAP Project Director (bnolin@cmap.illinois.gov or 312-386-8752)

City of Wilmington Downtown Plan Assistance

City of Wilmington, Illinois

Resolution No. 2016-11

A RESOLUTION TO ACCEPT PLANNING ASSISTANCE SERVICES DELIVERED BY THE CHICAGO METROPOLITAN AGENCY FOR PLANNING

WHEREAS, the City of Wilmington (“the City”) has applied for planning assistance services through the Chicago Metropolitan Agency for Planning (“CMAP”) to prepare a Downtown Plan;

WHEREAS, the City’s request for such assistance has been identified by CMAP as a priority project; and

WHEREAS, CMAP has adopted the GO TO 2040 Plan as the long-range regional comprehensive plan for the seven-county Chicago region, encompassing Cook, DuPage, Kane, Kendall, Lake, McHenry and Will counties, and is providing assistance as a means of advancing the plan’s implementation; and

WHEREAS, the City and CMAP have agreed on the general contents of an Intergovernmental Agreement (“IGA”) and a Scope of Services that will guide planning assistance services to be provided by CMAP;

NOW, THEREFORE BE IT RESOLVED BY THE CITY OF WILMINGTON:

Section 1: the City Council supports the preparation of a Downtown Plan.

Section 2: the City Council accepts the offer of planning assistance services by CMAP and recognizes that these services are provided for the purpose of advancing the implementation of GO TO 2040.

Section 3: the City Council authorizes staff as designated by the Mayor to finalize and execute an Intergovernmental Agreement with an attached Scope of Services.

Section 4: the City Council recognizes that provisions that govern the administration of planning assistance services, and, if necessary, the discontinuation of such services, are included in the Intergovernmental Agreement.

Section 5: This resolution shall be effective as of the date of its adoption.

ADOPTED this 4th day of October, 2016 with _____ members voting aye, _____ members voting nay, the Mayor _____ voting, with _____ members abstaining or passing and said vote being:

John Persic, Jr.	_____	Kevin Kirwin	_____
Larry Hall	_____	Kirby Hall	_____
Fran Tutor	_____	Joe VanDuyne	_____
Steve Evans	_____	Frank Studer	_____

Approved this 4th day of October, 2016

J. Marty Orr, Mayor

Attest:

Judith Radosevich, City Clerk

Ordinance No. _____

**AN ORDINANCE DIRECTING THE SALE OF THE FORMER CITY OF
WILMINGTON POLICE STATION AT 120 N. MAIN STREET BEARING PARCEL
NUMBER 03-17-25-323-013-0000 AND ADJOINING LOTS
TO THE WEST AND SOUTH**

WHEREAS, the City owns parcels of property located at the southwest corner of North Main Street and Jackson Street having an address of 120 N. Main Street bearing parcel number 03-17-25-323-013-0000; a parking lot directly to the south bearing parcel number 03-17-25-323-014-0000; and a former municipal building bearing 03-17-25-323-015-0000; and directly to the west bearing parcel numbers 03-17-25-323-011-0000 and 03-17-25-323-012-0000; and

WHEREAS, the City formerly occupied and utilized said property as the Wilmington Police Department; a parking lot; and a municipal building; and

WHEREAS, the property is no longer in use by the City of Wilmington and it is the opinion of a majority of the corporate authorities that said property be sold to the highest bidder pursuant to the provisions of 65 ILCS 5/11-76-2.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WILMINGTON, WILL COUNTY, ILLINOIS, AS FOLLOWS:

**SECTION 1: SALE OF THE FORMER POLICE DEPARTMENT BUILDING AND
ADJOINING LOTS**

That it is hereby directed that the requisite notice be given of the City's intent to sell parcels 03-17-25-323-011-0000, 03-17-25-323-012-0000, 03-17-25-323-013-0000, 03-17-25-323-014-0000, and 03-17-25-323-015-0000 (excepting therefrom the east 40.50 feet of the north 49.20 feet of parcels 03-17-25-323-011-0000 and 03-17-25-323-012-0000 when considered as one parcel and subject to a ten foot wide easement for ingress and egress to the immediate west of this said exception) to the highest bidder or bidders pursuant to the provisions of 65 ILCS 5/11-76-2. That said statute requires the opening of bids at the City Council meeting stated in the public notice published three successive weeks with the first publication at least 30 days before the opening of bids. That said statute allows the City to accept that bid or bids deemed most desirable to the City upon a three-fourths vote of the corporate officers with a provision that all bids may be rejected upon a majority vote. That any submitted bid may be a joint bid by two or more persons or entities.

SECTION 2. EFFECTIVE DATE

This Ordinance shall be in full force and effect upon its passage and approval in the manner required by law.

PASSED this ____ day of _____, 2016 with ____ members voting aye, ____ members voting nay, and the Mayor ____ voting, with ____ members abstaining or passing and said vote being:

Larry Hall _____
Steve Evans _____
Kevin Kirwin _____
Joe VanDuyne _____

Kirby Hall _____
John Persic, Jr. _____
Frank Studer _____
Fran Tutor _____

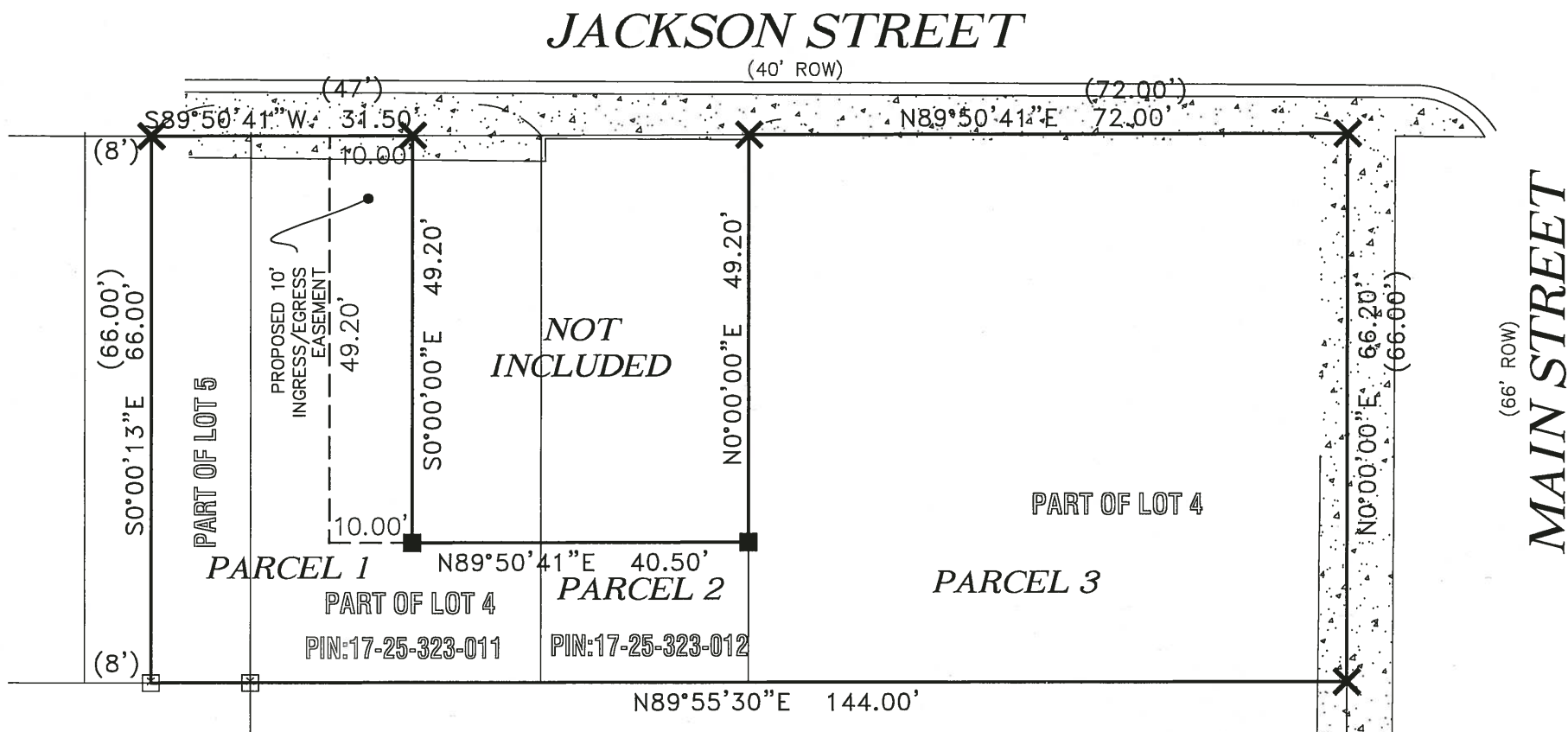
Approved this _____ day of _____, 2016

J. Marty Orr, Mayor

Attest:

Judy Radosevich, City Clerk

PLAT OF EASEMENT



LAND DESCRIPTION

THE WEST 10 FEET OF THE NORTH 49.20 FEET OF THE EAST 50.50 FEET OF THE FOLLOWING TWO PARCELS, CONSIDERED AS ONE PARCEL:

PARCEL 1:

THE WEST 35 FEET OF LOT 4 AND THE EAST 12 FEET OF LOT 5 IN BLOCK 15, IN THE CITY OF WILMINGTON (FORMERLY WINCHESTER), ALL BEING IN THE EAST FRACTION OF THE SOUTHWEST QUARTER OF SECTION 25, IN TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 16, 1836, IN BOOK A, PAGES 71 AND 72, IN WILL COUNTY, ILLINOIS.

PARCEL 2:

LOT 4 (EXCEPT THE WESTERLY 35 FEET THEREOF AND ALSO EXCEPT THE EASTERLY 72 FEET THEREOF) IN BLOCK 15, IN THE CITY OF WILMINGTON (FORMERLY WINCHESTER), ALL BEING IN THE EAST FRACTION OF THE SOUTHWEST QUARTER OF SECTION 25, IN TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 16, 1836, IN BOOK A, 71 AND 72, IN WILL COUNTY, ILLINOIS.



SCALE: 1" = 20'

LEGEND

- FOUND IRON PIPE
- SET IRON ROD
- ✕ SET CUT CROSS
- 7.77' MEASURED DATA
- (7.77)' RECORDED DATA

STATE OF ILLINOIS
COUNTY OF WILL

WE, M. GINGERICH, GEREAX AND ASSOCIATES DO HEREBY CERTIFY THAT WE PREPARED THIS PLAT OF EASEMENT AND THAT IS A TRUE AND CORRECT REPRESENTATION OF SAME BASED ON OFFICIAL PLATS AND RECORDS, DISTANCES ARE GIVEN IN FEET AND DECIMALS THEREOF.

GIVEN UNDER MY HAND AND SEAL THIS 3RD DAY OF DECEMBER, A.D. 2013.

Robert F. Sluis

ROBERT F. SLUIS
ILLINOIS PROFESSIONAL LAND SURVEYOR #035-003558
LICENSE EXPIRES NOVEMBER 30, 2014



M. GINGERICH, GEREAX & ASSOCIATES ENGINEERING * PLANNING * SURVEYING		MAIL TO:	
		MANHATTAN OFFICE	
Bradley Office 240 N. Industrial Drive Bradley, Illinois 60915 PH. 815-939-4921 FX. 815-939-9810		Manhattan Office 25620 S. Gougar Rd Manhattan, Illinois 60442 PH. 815-478-9680 FX. 815-478-9685	
www.mg2a.com Professional Design FIRM #184.005003			
ORDERED BY: CITY OF WILMINGTON			
FIELDWORK COMPLETED: 08-12-2013	DR. BY: NIB	CK. BY: RFS	FILE:
JOB NO.: MU4-002	SB:93 PG: 34-35		