

City of Crest Hill

Resolution # _____

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

WHEREAS, the City of Crest Hill (“the Community”) has applied for technical assistance services through the Chicago Metropolitan Agency for Planning (“CMAP”), for the Pavement Management Plan project; and

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

WHEREAS, CMAP adopted the ON TO 2050 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 technical assistance as a means of advancing the plan’s implementation and CMAP priorities; and of

WHEREAS, the Community and CMAP have agreed on the Intergovernmental Agreement (“IGA”), attached hereto as Exhibit A, that will guide technical assistance services to be provided by CMAP;

NOW, THEREFORE BE IT RESOLVED BY City of Crest Hill:

- Section 1:** the City of Crest Hill supports the Pavement Management Plan project and hereby authorizes a duly appointed representative to execute the Intergovernmental Agreement attached hereto as Exhibit “A” (“IGA”); and
- Section 2:** pursuant to the provisions of the IGA, the Board accepts the offer of staff assistance services by CMAP and recognizes that these services are provided for the purpose of advancing the implementation of ON TO 2050 and other CMAP priorities.
- Section 3:** pursuant to the provisions of the IGA, the Board agrees to pay CMAP the local financial contribution in the amount of \$3,000.00.
- Section 4:** the Board recognizes that provisions that govern the administration of technical assistance services, and, if necessary, the discontinuance of such services, are included in the IGA.
- Section 5:** This resolution shall be effective as of the date of its adoption.

PASSED THIS 20TH DAY OCTOBER, 2025.

	Aye	Nay	Absent	Abstain
Alderman Scott Dyke	_____	_____	_____	_____
Alderman Angelo Deserio	_____	_____	_____	_____
Alderwoman Claudia Gazal	_____	_____	_____	_____
Alderman Darrell Jefferson	_____	_____	_____	_____
Alderperson Tina Oberlin	_____	_____	_____	_____
Alderman Mark Cipiti	_____	_____	_____	_____
Alderman Nate Albert	_____	_____	_____	_____
Alderman Joe Kubal	_____	_____	_____	_____
Mayor Raymond R. Soliman	_____	_____	_____	_____

APPROVED THIS 20TH DAY OF OCTOBER, 2025.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

EXHIBIT A



Chicago Metropolitan Agency for Planning

A2 - _____

INTERGOVERNMENTAL AGREEMENT FOR TECHNICAL ASSISTANCE Pavement Management Plan

THIS AGREEMENT is hereby entered by and between the Chicago Metropolitan Agency for Planning, (hereinafter "CMAP"), a body politic and corporate created by the State of Illinois, and City of Crest Hill (hereinafter "GOVERNMENTAL BODY")

The terms and conditions of this agreement are as follows:

1. Purpose. The purpose of this agreement is to facilitate technical assistance to the GOVERNMENTAL BODY for Pavement Management Plan which incorporates the regional ON TO 2050 principles of resilience, inclusive growth, and prioritized investment (hereinafter "PROJECT")
2. Term of Agreement. The project is to commence as soon as practicable after the execution of this Agreement and shall be undertaken and completed in such sequence as to assure their expeditious completion pursuant to the terms of this Agreement. The project is expected to take 10 months from the date of kick-off.
2. Scope of Services and Responsibilities. CMAP and the GOVERNMENTAL BODY hereby agree to the scope of services and responsibilities set forth in the Project Charter/Scope of Work/Responsibilities included herein as **Attachment 1** and **Attachment 2**.
3. Agreements. The General Provisions included herein as **Attachment 3**, apply to and are incorporated into this Agreement with full force and effect.
4. Local contribution. The GOVERNMENTAL BODY will be responsible for a contribution in the amount of \$3,000.00 which will be deposited in the Local Technical Assistance Contribution Fund. CMAP will invoice the GOVERNMENTAL BODY and the payment will be due on December 31, 2025. The contribution and invoice will be pursuant to **Attachment 4** herein.

List of Attachments:

- Attachment 1: Project Charter/Scope of Work
- Attachment 2: Technical Assistance Roles and Responsibilities
- Attachment 3: General Terms and Conditions
- Attachment 4: Technical Assistance Local Contribution

Exhibit A

A2 _____
V _____
WP _____

APPROVALS:

For the GOVERNMENTAL BODY:

Authorized Signature: _____ Date: _____

Name/Title: _____

Government Name:

Government Address: _____

Attest:

Authorized Signature: _____ Date: _____

Name/Title: _____

CMAA:

Authorized Signature: _____ Date: _____

Erin Aleman, Executive Director

Chicago Metropolitan Agency for Planning

433 West Van Buren Street, Suite 450 Chicago IL 60607

Attest:

Authorized Signature: _____ Date: _____

Name/Title: _____

A2 _____
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WP _____

EXHIBIT A



Chicago Metropolitan
Agency for Planning

SCOPE STATEMENT

WORK PLAN NO.	PROJECT TITLE	DATE
2026.034	City of Crest Hill Pavement Management Plan	08/01/2025

Module 1: Project charter

Module 2: Outputs and resources

Module 3: Work breakdown structure

Module 4: Project timeline

EXHIBIT A

MODULE 1: PROJECT CHARTER

WORK PLAN NO.	PROJECT TITLE	DATE
2026.034	City of Crest Hill Pavement Management Plan	08/01/2025

The Project Charter provides a high-level overview to establish a shared understanding of the project to facilitate the formal authorization to begin detailed scoping.

General Information

Program area	Environmental Justice
Project type	Consultant led project
Community Partner	City of Crest Hill

1. Project Description

A brief overview of the project as it appears in the agency's annual work plan.

CMAV will provide technical assistance as a consultant-led project to the City of Crest Hill to develop a plan and tailored asset management system (MicroPAVER software system) for prioritization and budgeting of local pavement surface treatment and repair.

The plan and software system will incorporate existing pavement surface and upper substrate condition data plus repair and treatment data for the entirety of Addison's local street network. The plan will summarize existing conditions, assign Pavement Condition Index (PCI) rating to surface segments, assess 5-year and 10-year expected condition changes, highlight and recommend specific preventative maintenance and minor rehabilitation activities, and develop recommended budget scenarios for 5-to-10-year period varying by expected local funding availability.

Pavement condition data collected will remain within MicroPAVER system developed for City; free software system training will be provided to designated City personnel and a free license for MicroPAVER software will be included.

Invoices shall be submitted to

City of Crest Hill

20600 City Center Blvd

Crest Hill, Illinois 60403

Attn Ronald J Wiedeman, City Engineer

2. Assumptions and responsibilities

EXHIBIT A

Identifying assumptions and the responsible parties that support them is critical to the successful completion of a project by providing a better understanding of whether the project is realistic and achievable.

NO	ASSUMPTION / RESPONSIBILITY
1	All pavement condition data collected during the road profiling process and associated repair history for each segment of the local road network will be included in the Plan, depicted in tabular and mapped image format, and will be utilized to inform maintenance and repair prioritization, and short-term to mid-term budgeting and project scheduling.
2	All materials produced should enable the full and equitable participation of all stakeholders, particularly those that have been historically marginalized, who come from diverse cultural backgrounds, or have specialized needs. In partnership with CMAP, the Consultant must ensure materials do not inadvertently neglect, exclude, marginalize, disrespect, or alienate certain individuals or groups.
3	CMAP will select and entrust a Project Management Consultant who in turn will select one or more Pavement Management Plan (PMP) Contractors to engage with the Village of Addison, perform pavement data collection, incorporate data into and deliver Pavement Management Plan as well as implement, train municipality's users, and provide software license for MicroPAVER system.
4	Project Management Consultant will also designate a Quality Assurance (QA) Contractor to review the PMP's data collection activity.

3. Constraints and exclusions

Awareness and planning for the organizational, technical, and resource constraints that limit the project's scope will allow for problem areas to be identified and addressed to reach the project goals quickly.

NO.	CONSTRAINT / EXCLUSIONS
1	City Department responsible for MFT funding prioritization presently has no formal asset management system dedicated to depicting conditions for local street network paved surfaces.

4. ON TO 2050 Implementation Topics

The project activities will seek to advance the recommendations of ON TO 2050 the region's comprehensive plan by exploring and addressing implementation of the following:

TOPIC	PROJECT IMPLEMENTATION
Base investment decisions on data and performance for data driven and transparent investment decisions.	
Use a data-driven, performance-	Base investment decisions on data and performance by helping local governments create asset management

EXHIBIT A

based approach to making public infrastructure and service investments (C04.G11.R26.S088)	systems, particularly developing and using pavement management. Specifically, • Implement pavement management systems and base pavement management decisions on minimizing lifecycle maintenance costs, • Help local governments create asset management systems, starting with efforts to pilot local implementation of pavement management, • Work with partner agencies toward uniformity in pavement data collection, and • Develop trainings to assist all of the region's municipalities in implementing and improving asset management systems over the long term.
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5. Local Contribution and timetable

The required local contribution, if any, and anticipated project schedule.

Contribution amount:	\$3,000	Due Date:	12/31/2025
Anticipated kick-off:	Q1-FY 2026	Anticipated Duration:	15 months

PROJECT CHARTER APPROVAL [CMAP INTERNAL USE ONLY – NOT INCLUDED IN IGA OR PROCUREMENT DOCUMENTS]

Program Manager:	Michael Brown
Executive Sponsor:	Michael Brown
Signature and date:	

EXHIBIT A

MODULE 2: OUTPUTS AND RESOURCES

WORK PLAN NO.	PROJECT TITLE	DATE
2026.034	City of Crest Hill Pavement Management Plan	8/01/2025

Deliverables and needs

The output and resources module identifies the project deliverables, staffing and funding resources required to complete the project.

1. Deliverables

All deliverables produced must use ADA-compliant accessibility formats, use accessible language, being language that includes everyone and is easy to understand, and may require materials to be translated into the region or area's most spoken languages.

NO.	DELIVERABLE	DESCRIPTION
1	Final Local Pavement Management Plan	A document that presents current pavement conditions on local street network and features recommendations on preventative maintenance and minor to medium rehabilitation actions for 5 and/or 10-year time horizons under 4 or more municipal budget scenarios.
2	Final PAVER Database	Database featuring pavement condition, work history and other material characteristics of street segment – to be updated when improvement activities are completed or to acknowledge subsequent inspections.
3	PAVER Training	2-Day training in use of PAVER Database software
4	Presentation for Local Agency	Presentation by subconsultant, PMO consultant and CMAP to Village or City governing council i.e. Village Board, City Council, Committee of the Whole etc.
1	Interim Deliverable 1: PAVER Analysis	Completion of analysis using Paver following loading of existing pavement condition data, work history and available budget
2	Interim Deliverable 2: Draft Local Pavement Management Plan: Existing Conditions	Documentation of finalized pavement conditions primarily using PCI (Pavement Condition Index)
3	Interim Deliverable 3: Draft Local Pavement Management Plan: Budget Scenarios	Documentation and inclusion of current, anticipated and preferred future budget scenarios into draft plan.
4	Interim Deliverable 4: Draft Local Pavement Management Plan: Recommended Multi-Year Plan	Resulting multi-year plans for facilitating improvements to local Pavement network based on budget scenarios.

2. Staffing needs

EXHIBIT A

Project roles and subject matter experts are required to produce the project deliverables and complete the project.

CMAP			
ROLE	MIN. HRS.	MIN. NO.	ROLE DESCRIPTION
Executive Sponsor	2	1 person	Responsible for final approvals of contracts/contract amendments, IGAs, checks in with Program manager on deliverables progress
Program Manager	23	1 person	Oversees and checks in on regular basis with Project Manager (Project Lead) on project progression, budget and deliverables
CMAP Project Lead	200	1 person	Oversees and checks in on regular basis with Project Team on project progression. Attends project update calls and public engagement events, receives on contractor invoices, monitors the budget, and reviews all project deliverables for content and quality control.
CMAP Project Support	40	1 person	Subject matter expert – municipal and stakeholder engagement, CMAP core values adherence, project GIS and website content maintenance
CMAP Project Support	65	1 person	Subject matter expert – municipal and stakeholder engagement, municipality as client relations, some understanding of pavement condition assessment and responsive preservation and maintenance
TOTAL	330		

3. Non-staff expenses

Non-staff project expenses are required to produce the project deliverables and complete the project.

EXPENSE	DESCRIPTION	ALLOCATION
Travel	Travel from and to CMAP, City for final presentation of PMP	\$35.00

4. Funding

All work must be conducted in accordance with the following funding source requirements.

Funding Source	Amount and description
UWP	Promote efficient system management and operation [USC Title 23 Section 23 (h)(1)(G)]

EXHIBIT A

Emphasize the preservation of the existing transportation system [USC Title 23 Section 134 (h)(1) (H)]

Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation [USC Title 23 Section 134(h)(1)(I)]

PMO Consultant \$9,596.67

Paver Training: \$500.00

Subcontractor Total cost, centerline miles (51) \$37,685

Total Cost, City of Crest Hill PMP \$47,781.67

EXHIBIT A

MODULE 3: WORK BREAKDOWN STRUCTURE

WORK PLAN NO.	PROJECT TITLE	DATE
2026.034	City of Crest Hill Pavement Management Plan	08/01/25

1. Mobilization Activities

WB S NO.	ACTIVITY	DESCRIPTION
1.1	Kickoff Meeting	Consultant(s)/CMAP conduct first of 4 formal meetings with local agency staff to summarize pavement management plan process, identify local data needed for plan development, identify critical local personnel.
1.2	Map Exchange and Review	Consultants/CMAP will provide local street network map coverages for respective local agencies for review and confirmation of current locally managed street segments ahead of pavement data collection and PAVER analyses.

2. Project Management Activities

WB S NO.	ACTIVITY	DESCRIPTION
2.1	Local Agency Management	The project management consultant will keep the local agency informed of the project progress and schedule at least once a month via email and/or dashboards.

3. Engagement Activities

The project will include public outreach to ensure a full understanding of local issues outlined in the Final Key Topics section.

WB S NO.	ACTIVITY	DESCRIPTION
3.1	Project coordination	Consultant/CMAP will hold regular coordination meetings with Municipal Partner and CMAP to guide the project. Said meetings shall include: A) one (1) project kickoff meeting and B) at least two (2) deliverable review meetings throughout the process. The consultant will develop meeting agendas and take meeting minutes.
3.2	Municipal meeting	Consultant/CMAP will present the final pavement management deliverable at applicable municipal meeting to the elected officials or designated committee. Consultant shall provide electronic copy of this final presentation.

EXHIBIT A

4. Data Collection and Analysis

WB S NO.	ACTIVITY	DESCRIPTION
4.1	Pavement Data Collection	The consultant(s) will document pavement condition for all roads under the local agency's jurisdiction following the ASTM D6433 standards with a 100% sample rate. The primary metric used to report pavement condition will be the Pavement Condition Index (PCI). All pavement condition data collected for a local agency will be provided to the local agency and CMAP.
4.2	PAVER Analysis	The consultant(s) will use PAVER to assess pavement deterioration and evaluate potential treatments.

5. Deliverable Review

WB S NO.	ACTIVITY	DESCRIPTION
5.1	Draft Local Pavement Management Plan, Existing Conditions and Practices	Part 1 of 3 of a draft local pavement management plan that will be provided to CMAP and municipal staff to review and comment before the submission of the final version of the municipal pavement management plan. This part of the draft local plan will provide an introduction to pavement management, characterize current pavement condition, describe current local agency pavement maintenance practices, and the describe the importance and types of pavement preservation currently in practice. The draft local pavement management plan will also feature results of subsurface sampling where conducted.
5.2	Draft Local Pavement Management Plan, Budget Scenarios	(Part 2 of 3, draft plan) The consultant(s) will include at a minimum four budget scenarios in the pavement management plans evaluating the cost to meet different network-level pavement conditions. Examples of scenarios include: (1) keep funding level current, (2) add moderate funding relative to current levels, (3) invest sufficient funds to meet potential performance targets, and (4) minimize total lifecycle cost. The budget scenarios to be included will be finalized in consultation with local agency staff.

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5.3	Draft Local Pavement Management Plan, Multi-Year Recommended Plan	(Part 3 of 3, draft plan) The consultant will develop a recommended multi-year (5, 10, or other) pavement improvement program based on pavement condition/desired spending level/desired time-frame. The consultant(s) will include a variety of pavement maintenance and rehabilitation activities in the pavement management plan, with a strong emphasis on preservation and introducing local agency staff to new techniques where promising and appropriate. The final list of pavement preservation activities to be included in the plan will be determined in consultation with local agency staff.
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6. Implementation Activities

WB S NO.	ACTIVITY	DESCRIPTION
6.1	Final Local Pavement Management Plan	A digital and printed copy of the final pavement management plan will be provided to CMAP and the local agency.
6.2	Final PAVER Database	Consultant will load all pavement data collected as part of this project into the latest version of PAVER for both the local agency and CMAP.
6.3	PAVER software training	Consultant will provide a group 2-day PAVER software training.
6.4	Final Presentation, Pavement Management Plan	Local agency's elected officials or specially designated committee for public works activities shall host and facilitate a final presentation of the pavement management plan by the consultant. Consultant shall make presentation at mutually agreed upon time and venue and provide alternate electronic versions of this final presentation.

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MODULE 4: PROJECT TIMELINE

WORK PLAN NO.	PROJECT TITLE	DATE
2026.034	City of Crest Hill Pavement Management Plan	08/01/2025

1. Deliverable Completion Dates

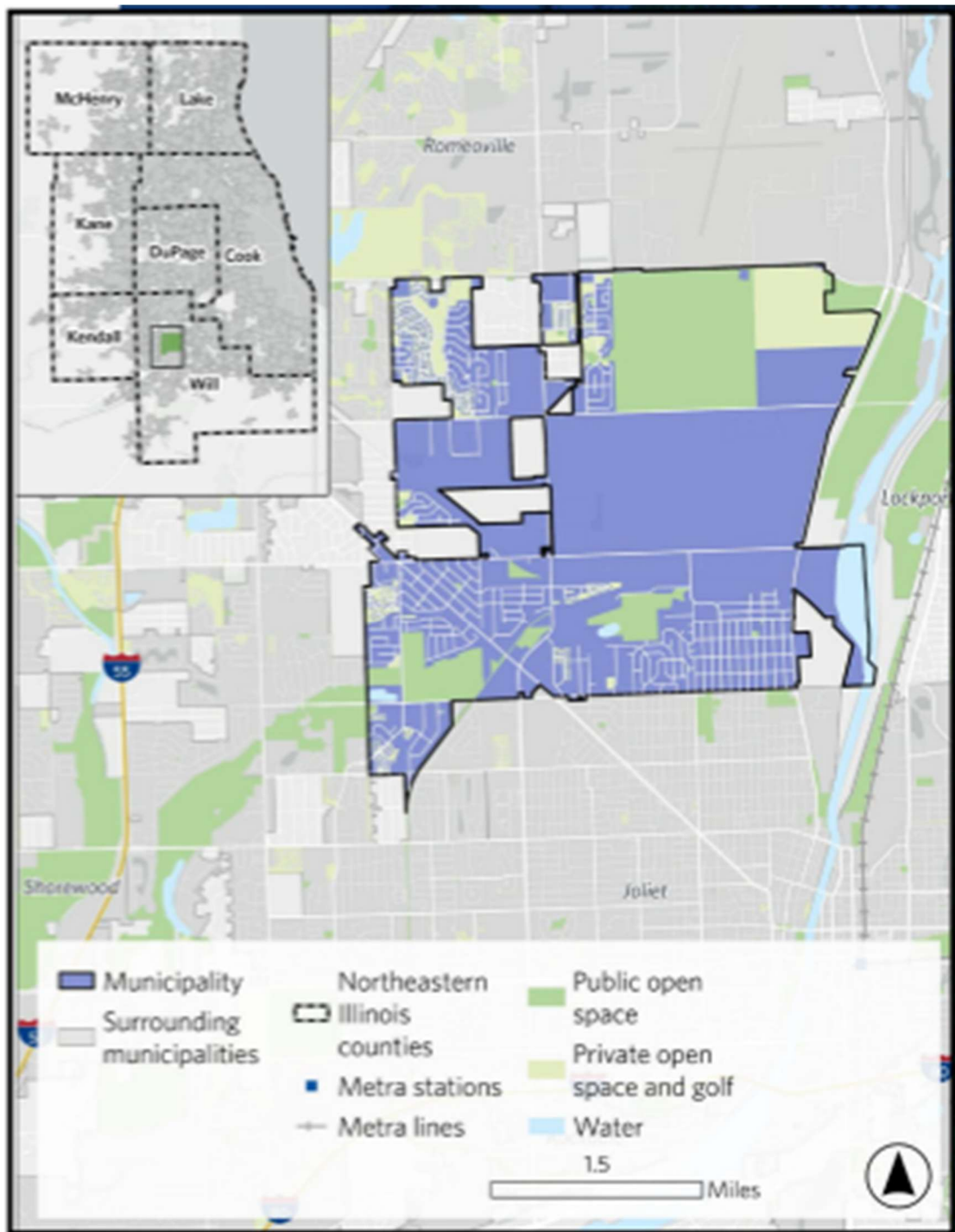
NO.	DELIVERABLE	COMPLETION
1	Interim Deliverable 1: <u>PAVER Analysis</u>	Q2-FY2025
2	Interim Deliverable 2: <u>Draft Local Pavement Management Plan: Existing Conditions</u>	Q2-FY2025
3	Interim Deliverable 3: <u>Draft Local Pavement Management Plan: Budget Scenarios</u>	Q3-FY2025
4	Interim Deliverable 4: <u>Draft Local Pavement Management Plan: Recommended Multi-Year Plan</u>	Q3-FY2025
5	Primary Deliverable 1: <u>Final Local Pavement Management Plan</u>	Q4-FY2025
6	Primary Deliverable 2: <u>Final PAVER Database</u>	Q4-FY2025
7	Primary Deliverable 3: <u>PAVER Training</u>	Q4-FY2025
8	Primary Deliverable 4: <u>Presentation for Local Agency</u>	Q4-FY2025 to Q1-FY2026

2. Project Completion Date

Project end date	09/30/2026
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EXHIBIT A

ATTACHMENT ONE: Map of study area





Chicago Metropolitan Agency for Planning

ATTACHMENT 2: CMAP TECHNICAL ASSISTANCE ROLES AND RESPONSIBILITIES

Signatories of this Agreement (hereinafter jointly “Party” or “Parties”) certify that these roles and responsibilities for this project will be adhered to unless amended in writing.

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

1. Project Charter. The PROJECT and all work performed by CMAP will be consistent with the Project Charter included herein as “ATTACHMENT 1”. Changes to the project charter must be jointly agreed to by the Parties.

2. Scope of Work. Parties will jointly determine and document the PROJECT scope of work, timelines, public engagement schedules, commitment of non-staff resources by either Party, and other elements prior to beginning the work outlined in the scope of work. CMAP may also request GOVERNMENTAL BODY assistance to establish expectations and performance goals for the PROJECT and process. Said scope of work shall be finalized and mutually agreed to by both parties prior to beginning work.

- a) Parties shall jointly agree to changes to PROJECT scope or timelines; CMAP may discontinue the PROJECT if major deviations, changes, or expansions of scope or schedule occur.
- b) All work performed by CMAP staff must be related to the scope of work.

3. Roles and Relationship. Parties shall perform and carry out in a satisfactory and proper manner, as determined by CMAP the following:

- a) CMAP shall assign staff to work with local governments and the community as part of the Local Technical Assistance program.
- b) GOVERNMENTAL BODY shall assign a lead person to be the main point of contact for CMAP staff.
- c) CMAP staff will report on the overall scope of work and day-to-day activities to the GOVERNMENTAL BODY.
- d) Assigned staff are CMAP employees and CMAP is responsible for evaluating their performance.
- e) CMAP management, in addition to the CMAP staff assigned to the PROJECT, may periodically check-in (frequency to be determined based on need) with GOVERNMENTAL BODY.
- f) CMAP is responsible for assigning relevant CMAP staff to work on the PROJECT (based on availability, skills, familiarity with the area, and subject matter expertise).
- g) GOVERNMENTAL BODY understands that CMAP assistance is provided as a means of advancing the implementation of ON TO 2050 the long-range regional comprehensive plan for the seven-county Chicago region, encompassing Cook, DuPage, Kane, Kendall, Lake, McHenry and Will counties.

4. Access to resources. CMAP staff will have full access to CMAP data and other resources, including specialized CMAP staff (for advanced mapping, data, outreach, communications, or topic-specific expertise). The GOVERNMENTAL BODY will provide CMAP access to data as follows:

- a) The GOVERNMENTAL BODY will provide access to relevant staff who will need to be involved in the PROJECT, and will ensure that they allocate sufficient time to the PROJECT.

- b) The GOVERNMENTAL BODY will provide access to all relevant internal data, reports, and other information necessary to successfully complete the PROJECT.
- c) The GOVERNMENTAL BODY's leadership (key staff, planning commissioners, board members, other elected officials, other decision-makers) commits to participate in the PROJECT and allocate sufficient time at meetings (Plan Commission meetings, GOVERNMENTAL BODY meetings, etc.) to ensure due consideration so the PROJECT is successful.

5. Demonstration of local support. GOVERNMENTAL BODY agrees to provide an inclusive, open, safe and welcoming environment in which to conduct meetings and outreach events.

- a) The GOVERNMENTAL BODY shall be responsible for working with CMAP to identify members for a steering committee or similar oversight group.
- b) If public outreach is a component of the PROJECT, the GOVERNMENTAL BODY agrees to participate in public outreach and engagement efforts; including assisting in dissemination of PROJECT and meeting information, attending and assisting at public meetings, and providing key stakeholder contact information.

6. Project management and review. 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, if any. CMAP shall require the consultant, if any, to provide the GOVERNMENTAL BODY with all of the consultants' deliverables, if any, at the 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.

- a) Allocation of CMAP staff to the PROJECT will vary over time based on project timeline and work needs.
- b) In order to maintain PROJECT progress and momentum, the GOVERNMENTAL BODY agrees to review and provide feedback on PROJECT deliverables in a timely manner, in accordance with the agreed upon timelines.
- c) GOVERNMENTAL BODY agrees to make best faith effort to adopt and implement the completed plan within agreed upon timelines.



Chicago Metropolitan Agency for Planning

ATTACHMENT 3: CMAP GENERAL TERMS AND CONDITIONS

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.** 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 regarding this PROJECT. The validity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions of this Agreement.
 - a) Either Party'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 said Party's right to such performance by the other Party or to future performance of such terms or conditions and the other Party'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.
 - b) 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 both parties are expressly stated in this Agreement.
 - c) 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, CMAP shall promptly notify the GOVERNMENTAL BODY and 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.
 - d) 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 an authorized representative of the GOVERNMENTAL BODY.
 - e) 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, 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 in appropriation.
4. **Allowable Charges.** No expenditures or charges shall be included in the cost of the PROJECT 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:
 - a) 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.
 - b) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.
 - c) 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.
- 2) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

The term "subcontract" as used in this clause excludes purchase orders not exceeding \$2,500.

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 \$2,500 but less \$10,000, 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 \$10,000 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. 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, state funds or other funds. Because CMAP is responsible for obtaining federal reimbursement for PROJECT expenditures when applicable, 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 "Termination" herein.

11. Termination.

- a) This Agreement may be terminated in whole or in part in writing by CMAP or the GOVERNMENTAL BODY for its convenience (hereinafter termed "Termination for Convenience"), provided that the terminating party provides not less than fourteen (14) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate to the respective address set forth on the signature page of this Agreement.
- b) Upon notice of termination by either party, 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.
- c) No Further Liability. Each party agrees that the rights of termination hereunder are absolute and it has no right to a continued relationship with the other after termination (except as expressly stated herein). Neither party shall incur any liability whatsoever for any damage, loss or expense of any kind suffered or incurred by the other (or for any compensation to the other) arising from or incident to any termination of this Agreement by such party that complies with the terms of the Agreement whether or not such party is aware of any such damage, loss or expense.

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 ensure that applicants are employed and that employees are treated during their employment without regard to their 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 ensure that small business and minority business enterprises shall have the maximum practicable opportunity to compete for 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 contract 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 contract or in the work to be performed under any such subcontract.
- 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 contracts 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. CMAP shall consult with and keep the GOVERNMENTAL BODY 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.** Each party to this Agreement shall indemnify, defend and hold harmless the other party to this Agreement, and its officers, officials, directors, employees, volunteers 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 respective party and its officers, officials, directors, employees, agents, volunteers, 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).
- 30. Subcontracts.** 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 procurement negotiations. Contractors and subcontractors, and any substitutions in or additions to such subcontractors, associates or contractors, will be subject to the prior approval of CMAP and the GOVERNMENTAL BODY.

All contracts and subcontracts for work under this Agreement shall contain those applicable provisions which are required in this Agreement.

The Contractor, if any, may not subcontract services agreed to under this Agreement without prior written approval of CMAP and the GOVERNMENTAL BODY.



Chicago Metropolitan
Agency for Planning

ATTACHMENT 4: TECHNICAL ASSISTANCE LOCAL CONTRIBUTION

The GOVERNMENTAL BODY will be responsible for a contribution in the amount identified in the agreement which will be deposited in the Local Technical Assistance Contribution Fund.

The Local Technical Assistance Contribution Fund supports the development and promotion of the goals and policies of the Regional Comprehensive Plan. The contribution shall be expended to address the development and transportation challenges in the northeastern Illinois region and to support those functions and programs consistent with the Regional Planning Act (70 ILCS 1707). This includes but is not limited to technical assistance programs, policy development, research and data collection, public engagement, and planning in areas such as land use, housing, economic development, preservation of natural resources, transportation, water supply, flood control, sewers, and governance in the form of model ordinances and best practices that may be enacted by local governments.

Payment will be made within thirty (30) days of receipt of invoice unless there is a discrepancy regarding the invoice. Transfer of funds shall be made electronically.