

2/11/2013

12-R-13

A RESOLUTION

Accepting Staff Assistance Services Delivered by the Chicago Metropolitan Agency for Planning (CMAP) for the City's Bike Improvement Plan, and Authorizing the City Manager to Enter Into an Intergovernmental Agreement with CMAP

WHEREAS, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., public agencies may contract or otherwise associate among themselves, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the City of Evanston ("City") and the Chicago Metropolitan Agency for Planning ("CMAP") are "public agencies" within the meaning of the Illinois Intergovernmental Cooperation Act; and

WHEREAS, per Resolution 2-R-13, the City applied for financial assistance through the Congestion Mitigation and Air Quality Control ("CMAQ") Program, administered by CMAP, to assist the City in retaining consulting services for the Bicycle Improvement Plan, and said financial assistance was granted; and

WHEREAS, the City applied for staff assistance services through CMAP for the City's Bicycle Improvement Plan; and

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

WHEREAS, CMAP 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 staff assistance as a means of advancing the plan's implementation; and

WHEREAS, the City and CMAP have agreed on the general contents of a Memorandum of Understanding ("MOU") and a Scope of Services that will guide staff assistance services to be provided by CMAP,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS THAT:

SECTION 1: The City Council supports the Bicycle Improvement Plan.

SECTION 2: The City Council accepts the offer of staff 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 Manager and designated staff are hereby authorized to finalize and execute a Memorandum of Understanding with an attached Scope of Services with CMAP for staffing assistance and CMAQ financial assistance, and are further authorized to negotiate and execute an Intergovernmental Agreement with CMAP to secure staffing assistance and CMAQ financial assistance related to the City's Bicycle Improvement Plan, substantially conforming to the Agreement attached hereto as Exhibit A and incorporated herein by reference.

SECTION 4: The City Council recognizes that provisions that govern the administration of staff assistance services, and, if necessary, the discontinuance of such services, are included in the Memorandum of Understanding.

SECTION 5: This resolution shall be in full force and effect from and after its passage and approval, in the manner provided by law.


Elizabeth B. Tisdahl, Mayor

Attest:


Rodney Greene, City Clerk

Adopted: February 25, 2013

EXHIBIT A

CMAP contract # _____

AGREEMENT

between

Chicago Metropolitan Agency for Planning

and

City of Evanston

THIS AGREEMENT, entered into on this _____, by and between the Chicago Metropolitan Agency for Planning (herein called the "CMAP"), a body politic and corporate created by the State of Illinois, and the City of Evanston, 2100 Ridge Ave. Evanston, IL 60201 (herein called the "Grantee").

WITNESSETH

WHEREAS, the Grantee has made application to CMAP for funding to prepare an update to the Evanston Bicycle Improvement Plan (hereafter called the "Project"). The grant application submitted by the Grantee on August 1 2012, (Attachment 1) is incorporated by reference into this Agreement with full force and effect, as if fully set forth herein; and

WHEREAS, the Grantee's application has been approved by CMAP; and

WHEREAS, CMAP desires to provide funding to the Grantee to complete the Project with a contractor who has been selected through a formal procurement process;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Engagement of Grantee. CMAP hereby agrees to provide funding to the Grantee and the Grantee hereby agrees to procure assistance from a qualified contractor to complete the Project.
2. Funding Source. The funding source for this contract is the Illinois Department of Transportation (IDOT). The IDOT is not a party to this agreement. CFDA Number 20.205; Federal Highway Administration (FHWA); Illinois Highway Planning & Research Program.
3. Scope of Services. The Grantee shall perform and carry out in a satisfactory and proper manner, as determined by CMAP, the tasks described in the grant application (Attachment 1). In addition to the tasks described in the grant application, the Grantee is also responsible for establishing a steering committee to guide work on this project, as well as conducting a thorough public engagement process; these responsibilities can be fulfilled either directly by the Grantee or with assistance from a qualified contractor.
4. Procurement of Contractor. The Grantee is responsible for administering the procurement for the contractor and management of the contract secured through that procurement. All procurement transactions for Contractual Services shall be conducted in a manner that provides maximum open and free competition. The GRANTEE shall also conduct a RFP process meeting the following minimum procedural requirements:

Request for Proposal (RFP): Competitive negotiation procedures shall be used to procure services having a total value of more than \$10,000. The RFP shall be publicized, proposals shall be solicited from an adequate number of qualified sources, negotiations are normally conducted with more than one source, and a cost reimbursement contract shall be awarded based on a technical evaluation of the proposals received. Award may be made to the responsible offeror whose proposal will be most advantageous to the procuring party, price and other factors considered. Unsuccessful offerors should be notified promptly. The Grantee shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

The Grantee shall maintain records sufficient to detail the significant history of the procurement. 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.

No Grantee 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.

5. Subcontracts.

a. Any subcontractors or outside associates or consultants required by the Grantee in connection with the services covered by this Agreement will be limited to such individuals or firms as are obtained through the Request for Proposal process. The selection of contractor(s) is prohibited without prior written consent of CMAP. Any substitutions in or additions to such subcontractors, associates or consultants will be subject to the prior approval of CMAP.

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

c. The Grantee may not subcontract services agreed to under this Agreement without prior written approval of CMAP.

6. Time of Performance. The services of the Grantee are to commence as soon as practicable after the execution of this Agreement and shall be undertaken and completed to assure their expeditious completion. This contract terminates on December 31, 2014. No extensions of this contract are possible.

7. Funding Compensation. CMAP agrees to reimburse the Grantee on a monthly basis. It is expressly agreed and understood that in no event will the total compensation exceed the maximum sum of \$100,000 for all services provided hereunder.

8. Allowable Charges. No expenditures or charges shall be included in the cost of the Project and no part of the money paid to the Grantee shall be used by the Grantee for expenditures or charges that are: (i) contrary to provisions of this Agreement or the latest budget approved by a duly-authorized official of CMAP; (ii) not directly for the carrying of the Project; (iii) of a regular and continuing nature, except that of salaries and wages of appointed principal executives of the Contractor who have not been appointed specifically for the purposes of directing the Project, who devote official time directly to the Project under specific assignments, and respecting whom adequate records of the time devoted to and services performed for the Project are maintained by the Contractor may be considered as proper costs of the Project to the extent of the time thus devoted and recorded if they are otherwise in accordance with the provisions hereof; or (iv) incurred without the consent of CMAP after

written notice of the suspension or termination of any or all of CMAP's obligations under this Agreement.

9. Reports and Methods of Payment.

Based on services performed, Grantee may submit invoices as frequently as once a month. All invoices are to be submitted through email to:

accounting@cmap.illinois.gov

Payment will be made within thirty (30) days of receipt of the invoice unless there is a discrepancy regarding the invoice. Transfer of funds will be made electronically. Notification of the transfer will be made to you. Please provide the following information:

Bank Name: _____

Telephone No.: _____

Account No.: _____

Bank ACH Routing No.: _____

Grantee email address for confirmation: _____

DUNS No. _____

Invoices must be accompanied by appropriate documentation from the contractor(s) that have been procured by the Grantee for the purposes of carrying out the Project. CMAP will reimburse the Grantee only for allowable expenses incurred by the contractor.

Subject to the conditions of this Agreement, CMAP will honor invoices in amounts deemed by it to be proper to insure the carrying out of the approved scope of services and shall be obligated to pay the Grantee such amounts as may be approved by CMAP. Invoices shall detail expenses and amount of time spent on the CMAP project. If an invoice is not acceptable, CMAP shall promptly provide the Grantee a written statement regarding its ineligibility or deficiencies to be eliminated prior to its acceptance and processing.

10. Audit and Access to Records.

- a. The Grantee and its subcontracts under this Agreement shall preserve and produce upon request of the authorized representatives of CMAP all data, records, reports, correspondence and memoranda of every description of the Grantee and its subcontractors, if any, under this Agreement relating to carrying out this Agreement for the purposes of an audit, inspection or work review for a period of three (3) years after completion of the project, except that:

- (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 years after its final disposition.

- b. The Grantee shall include in all subcontracts, if any, under this Agreement a provision that CMAP will have full access to and the right to examine any pertinent books, documents, papers, and records of any such subcontractor involving transactions related

to the subcontract for three (3) years from the final payment under that subcontract except that:

- (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 years after its final disposition.

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

11. Agreements. This Agreement constitutes the entire agreement between the parties hereto. Any change proposed by either party to this Agreement shall be submitted to the other party for its prior approval. No modification, addition, deletion, etc., to this Agreement shall be effective unless such changes are reduced to writing and executed by the authorized representatives of both parties.

12. Suspension. If the Grantee fails to comply with the special conditions and/or the general terms and conditions of this Agreement, CMAP may, after written notice to the Grantee, suspend the Agreement and withhold further payments or prohibit the Grantee from incurring additional obligations of funds pending corrective action by the Grantee. If corrective action has not been completed within sixty (60) calendar days after service of written notice of suspension, CMAP shall notify the Grantee in writing that the Agreement has been terminated by reason of default in accordance with paragraph 11 hereof. CMAP may determine to allow such necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension provided such costs meet the provisions of the U.S. Office Management and Budget Circular A-87 in effect on the date first above written.

13. Termination.

- a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure (hereinafter termed "Termination by Default") by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no such termination may be affected unless the other party is given (i) not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to Termination by Default, and (ii) an opportunity for consultation with the terminating party prior to Termination by Default.
- b. This Agreement may be terminated in whole or in part in writing by CMAP for its convenience, provided that the Grantee is given not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate.
- c. If Termination by Default is effected by CMAP, an equitable adjustment in the price provided for in this Agreement shall be made, but (i) no amount shall be allowed for anticipated profit on unperformed services or other work, and (ii) any payment due to the Grantee at the time of termination may be adjusted to the extent of any additional costs occasioned to CMAP by reason of the Grantee's default. If termination by default is effected by the Grantee, or if termination for convenience is effected by CMAP, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide payment to the Grantee for services rendered and expenses incurred prior to termination, in addition CMAP may include cost reasonably incurred by the Grantee relating to commitments which had become firm prior to termination.

- d. Upon notice of termination action pursuant to paragraphs a or b of this clause, the Grantee shall (i) promptly discontinue all services affected (unless the notice directs otherwise) and (ii) deliver or otherwise make available to CMAP all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Grantee in performing this Agreement, whether completed or in the process.
 - e. Upon termination pursuant to paragraphs a or b of this clause, CMAP may take over the work and prosecute the same to completion by agreement with another party otherwise.
 - f. In the event the Grantee must terminate this Agreement due to circumstances beyond its control, the termination shall be deemed to have been effected for the convenience of CMAP. In such event, adjustment of the price provided for in this agreement shall be made as provided in paragraph c of this clause.
14. Remedies. Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between CMAP and the Grantee arising out of or relating to this Agreement or the breach thereof will be decided by arbitration. If the parties hereto mutually agree, a request for remedy may be sought from a court of competent jurisdiction within the State of Illinois, County of Cook.
15. Equal Employment Opportunity. The Grantee will comply with Executive Order 11246 entitled "Equal Employment Opportunity," as amended by U.S. Department of Labor regulations (41 CFR Part 60). In connection with the execution of this Agreement, the Grantee shall not discriminate against any employee or an applicant for employment because of race, religion, color, sex, national origin, ancestry, or physical or mental handicap unrelated to ability. The Grantee shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex, national origin, ancestry, or physical or mental handicap unrelated to ability. Such actions shall include, but not be limited to, employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, and selection for training or apprenticeship. The Grantee shall cause the provisions of this paragraph to be inserted into all subcontractors work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that such provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
16. Small and Minority Business Enterprise. In connection with the performance of this Agreement the Grantee will cooperate with CMAP in meeting its commitments and goals with respect to the maximum utilization of small business and minority business enterprises, and will use its best efforts to insure that small business and minority business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Agreement.
17. Political Activity. No portion of funds for this subcontract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.
18. Prohibited Interest.
- a. No officer or employee of CMAP and no member of its governing body and no other public official of any locality in which the Project objectives will be carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such objectives shall (i) participate in any decision relating to any subcontract negotiated under this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; or

- (ii) have any financial interest, direct or indirect, in such subcontract or in the work to be performed under such contract.
- b. No member of or delegate of the Illinois General Assembly or the Congress of the United States of America, and no federal Resident Commissioner, shall be admitted to any share hereof or to any benefit arising herefrom.
- c. The Grantee 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 the CMAP shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage bonus, brokerage or contingent fee, or gratuity.

19. Federal Reporting Standards.

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

20. Assignment.

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

21. Conflict of Interest. In order to avoid any potential conflict or interest, the Grantee agrees during the term of this Agreement not to undertake any activities which could conflict directly or indirectly with the interest of CMAP. Grantee shall immediately advise CMAP of any such conflict of interest. CMAP shall make the ultimate determination as to whether a conflict of interest exists.
22. Publication. CMAP shall have royalty-free, nonexclusive and irrevocable license to reproduce, publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials specifically prepared under this Agreement, and to authorize other material to do so. The Grantee shall include provisions appropriate to effectuate the purpose of this clause in all subcontracts for work under this Agreement.
23. Identification of Documents. All reports, maps, and other documents completed as part of this Agreement, other than documents exclusively for internal use within the Grantee's offices, shall carry the following notation on the front cover or a title page or, in the case of maps, in the same area which contains the name of CMAP and of the Grantee. "This material was prepared in consultation with CMAP, the Chicago Metropolitan Agency for Planning, (<http://www.cmap.illinois.gov>)."
24. 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.
25. Workers' Compensation Insurance. The Grantee and any subcontractors shall, at their own expense, obtain and maintain Workers' Compensation insurance to cover persons employed in connection with services under this agreement. The limits for the Worker's Compensation coverage shall be no less than the statutory limits required by the State of Illinois. A certificate of insurance must be included with this contract.
26. Independent Contractor. Grantee's relationship to CMAP in the performance of this Agreement is that of an independent Contractor. Grantee's personnel performing work under this Agreement shall at all times be under Grantee's exclusive direction and control and shall be employees of Grantee and not employees of CMAP. Grantee shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including, but not limited to, social security, income tax withholding, and unemployment compensation, workers' compensation insurance and similar matters.
27. Federal, State and Local Laws. Grantee warrants that in the performance of this Agreement it shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder. Since laws, regulations, directives, etc. may be modified from time-to-time, the Grantee shall be responsible for compliance as modifications are implemented. The Grantee's failure to comply shall constitute a material breach of this contract.
28. Hold Harmless and Indemnity. Grantee 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 Grantee, its officers, directors, employees,

agents, subcontractors or suppliers, in connection with or arising out of the performance of this Agreement.

29. **International Boycott.** Grantee certifies that neither Grantee nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulation of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
30. **Forced Labor.** Grantee certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to CMAP under this agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

Federally Funded Agreements

A. Standard Assurances. The Grantee assures that it will comply with all applicable federal statutes, regulations, executive orders, Federal Transit Administration (FTA) circulars, and other federal requirements in carrying out any project supported by federal funds. The Grantee recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The Grantee agrees that the most recent federal requirements will apply to the project.

B. Certification Regarding Lobbying. As required by the United States Department of Transportation (U.S. DOT) regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the Grantee's authorized representative certifies to the best of his or her knowledge and belief that for each agreement for federal assistance exceeding \$100,000:

1. No federal appropriated funds have been or will be paid by or on behalf of the Grantee to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of federal assistance, or the extension, continuation, renewal, amendment, or modification of any federal assistance agreement; and
2. If any funds other than federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for federal assistance, the Grantee assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352.
3. The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements).

The Grantee understands that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing federal assistance for a transaction covered by 31 U.S.C. 1352. The Grantee also understands that any person who fails to file a 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.

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 Grantee assures that it will comply with all requirements of 49 CFR Part 21; FTA Circular 4702.1A, "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 Grantee 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 Grantee retains ownership or possession of the project property, whichever is longer, the Grantee 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 Grantee 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 Grantee certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of OMB Circular A-102 Common Rule.

E: Cost Principles. The cost principles of this Agreement are governed by the cost principles found in 49 CFR Part 18.22 and OMB Circular A-87, "Cost Principles for State, local or Indian tribal governments", and all costs included in this Agreement are allowable under 49 CFR Part 18.22 and OMB Circular A-87, "Cost Principles for State, local or Indian tribal governments".

F. Debarment. The Grantee shall comply with Debarment provisions as contained in 2 CFR Part 1200, as amended. The Grantee certifies that to the best of its knowledge and belief, the Grantee and the Grantee'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 Grantee to certify to the certification in this section will not necessarily result in denial of participation in this Agreement. The Grantee 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 CMAP determined whether to enter into this transaction. If it is later determined that the Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, CMAP may terminate this Agreement for cause. The Grantee shall provide immediate written notice to CMAP if at any time the Grantee 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 Grantee 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 CMAP. The Grantee Agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by CMAP, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The Grantee 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 Grantee knows the certification is erroneous. The Grantee may decide the method and frequency by which it determines the eligibility of its principals. The Grantee may, but is not required to, check the Non-procurement List. If the Grantee 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, CMAP 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 Grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

G. Single Audit. The Single Audit Act of 1984 (Public Law 98-502) and the Single Audit Amendments of 1996 (P.L. 104-156) require the following:

1. State or local governments that receive \$500,000 or more a year in federal financial assistance shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133.
2. State or local governments that receive less than \$500,000 a year shall be exempt from compliance with the Act and other federal requirements.
3. Nothing in this paragraph exempts state or local governments from maintaining records of federal financial assistance or from providing access to such records to federal Agencies, as provided for in federal law or in Circular A-133 "Audits of States, Local Governments and Non-Profit Organizations."
4. A copy of the audit report must be submitted to CMAP within 30 days after completion of the audit, but no later than one year after the end of the Grantee's fiscal year.

H. Drug Free Workplace. The Grantee 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 Grantee 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 Grantee 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 Grantee's DBE program, as required by 49 CFR Part 26, as amended, will be incorporated by reference and made a part of this Agreement for any Federal assistance awarded by FTA or U.S. DOT. Implementation of this DBE program is a legal obligation of the Grantee, and failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification by the Federal Government or CMAP to the Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee 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 Section 5307(c) of SAFETEA-LU, 23 U.S.C. 502 note, the Grantee 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 authorized by SAFETEA-LU, 23 U.S.C. 502 note.

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 SAFETEA-LU, 23 U.S.C. 502 note, the Grantee 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 Grantee 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 Grantee certifies that it:

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

Federal assistance for the project may be provided including, but not limited, to 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and Section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA programs; and

- Any other nondiscrimination statute(s) that may apply to the project.

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;
- 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.

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

- Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which provides for fair and equitable treatment of persons displaced whose property is acquired as a result of federal or federally-assisted programs;
- The Hatch Act, 5 U.S.C. 1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds;
- 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."

O. Energy Conservation To the extent applicable, the Grantee 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 Grantee 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 Grantee 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 Grantee shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Forms (I-9). These forms shall be used by the Grantee to verify that persons employed by the Grantee are eligible to work in the United States.

S. Buy America 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 Grantee acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Government in connection with this Project, the Government reserves the right to impose on the Grantee the penalties of 18 U.S.C. Section 1001, 49 U.S.C. Section 5307, 31 U.S.C. Section 3801, and 49 CFR Part 31, as the Government may deem appropriate. Grantee agrees to include this clause in all state and federal assisted contracts and subcontracts.

U. Changed Conditions Affecting Performance The Grantee shall immediately notify CMAP of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

V. Third Party Disputes Or Breaches The Grantee agrees to pursue all legal rights available to it in the enforcement or defense of any third party contract, and FTA or U.S. DOT and CMAP reserve the right to concur in any compromise or settlement of any third party contract claim involving the Grantee. The Grantee will notify FTA or U.S. DOT and CMAP of any current or prospective major dispute pertaining to a third party contract. If the Grantee seeks to name the Government as a party to the litigation, the Grantee agrees to inform both FTA or U.S. DOT and CMAP before doing so. The Government retains a right to a proportionate share of any proceeds derived from any third party recovery. Unless permitted otherwise by the Government, the Grantee 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 CMAP's immunity to suit.

W. Fly America Grantee 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 agrees that in no event shall any action or inaction on behalf of or by CMAP, including the making by CMAP of any payment under this Agreement, constitute or be construed

as a waiver by CMAP of any breach by the Grantee of any terms of this Agreement or any default on the part of the Grantee which may then exist; and any action, including the making of a payment by CMAP, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to CMAP in respect to such breach or default. The remedies available to CMAP under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.

Y. Preference for Recycled Products To the extent applicable, the Grantee agrees to give preference to the purchase of recycled products for use in this Project 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 Grantee agrees to comply with 46 U.S.C. § 55305 and 46 CFR Part 381 and to insert the substance of those regulations in all applicable subcontracts issued pursuant to this Agreement, to the extent those regulations apply to the Project.

AA. Grantee is required to register with the Central Contractor Registration (CCR), 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. The Grantee must register at <https://www.bpn.gov/ccr>.

As a sub-recipient of federal funds equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

All of the requirements listed in **Federally Funded Agreements**, paragraphs A through AA apply to the federally funded project. The Grantee agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

IN WITNESS WHEREOF, CMAP and the Grantee have executed this Agreement as of the date first above written.

City of Evanston

Attest: _____

By: _____

Title: _____

Date: _____

Date: _____

CHICAGO METROPOLITAN AGENCY FOR PLANNING

Attest: _____

By: _____

Executive Director

Date: _____

Date: _____

**2013 Community Planning Program Application
City of Evanston Bike Plan Update**

Applicant Information:

Suzette Robinson
Director of Public Works
City of Evanston

Lorraine H. Morton Civic Center
2100 Ridge Ave.
Evanston, IL 60201

Contact Information:

Rajeev Dahal
Senior Traffic Engineer
(847) 866-2950
rdahal@cityofevanston.org



Mayor Elizabeth Tisdahl

Mayor Elizabeth Tisdahl hereby applies to the RTA/CMAP Community Planning program. I certify that the statements herein and in the supporting documents are correct and complete to the best of my knowledge.

Section 2. General

2.1 Project Type – Integrated Transportation and Land Use Plan

The City of Evanston has undertaken multiple complementary planning initiatives in recent years to improve the quality of life of its residents, improve the business climate, and promote environmental sustainability. The Evanston Comprehensive General Plan includes a goal of building a community that offers safe, affordable and easily accessible alternatives to the automobile. In addition the City's Multi-Modal Transportation Plan compliments this goal by encouraging the City to build upon its distinct character derived from its geographic, economic, and cultural strengths to enrich its community and promote walking, bicycling, and mass transit ridership. The City of Evanston has a unique character that mixes the charm of a typical suburban development with the dynamics of a city. However, understanding this, the City is concerned with prohibiting some of the nuisances that come with a highly populated area, such as higher emissions levels. In 2010, the City Council adopted two goals, safety and implementation of the Climate Action Plan. Each has objectives to enhance bicycle access and safety through infrastructure improvements and modifications, which become that much more important.

Therefore, it is the intent of Evanston's Public Works Department to use the framework of the aforementioned plans to complete an update to the 2003 Bicycle Plan, Strategic Plan, and achieve the following four goals:

- Gather feedback from residents and stakeholders via a robust community engagement plan,
- introduce enhancements to the existing bikeways and pedestrian networks,
- guide the City across the last mile to 21st Century livability standards- place based economic development, active lifestyle options and sensible environmental stewardship,
- and establish safe biking connection with adjacent neighboring communities.

These goals will sustain Evanston's ongoing commitment to its multi-modal transportation network.

2.2 Project Goals & Objectives

The update to the Evanston Bicycle System Improvement Plan will ensure that all new infrastructure, programming and policy updates reflect the current needs of the residents, the increased acceptance of multi-modal transportation alternatives and 21st century tools, such as a Complete Streets Policy, buffered and protected bike lanes, innovative pedestrian bike storage and pedestrian safety facilities.

The updated plan will combine efforts with Evanston's Strategic Plan Goals:

- Create and maintain functionally appropriate, sustainable, and accessible high quality infrastructure and facilities.
- Protect and optimize the City's natural resources and built environment, leading by example through sustainable practices and behaviors.
- Coordinate and influence transportation resources to provide an improved system that is safe, integrated, accessible, responsive, understandable, efficient, and meets the needs of all people.

The updated plan will be guided by Evanston's three value areas: economic viability, environmental sustainability and strengthening community.

2.3 Relationship to Past and Present Studies

The City's multi-modal approach to transportation is demonstrated in the 2003 Evanston Bicycle System Improvement Plan, the Multi-Modal Transportation Plan, Evanston Climate Action Plan, the City's Strategic Plan, the Comprehensive General Plan, and in the City Council's goals for 2010, 2011, and 2012. The City of Evanston is a signatory of the U.S. Conference of Mayors' Climate Protection Agreement and is committed to meeting or beating the Kyoto Protocol goals. To this end, the City is committed to reducing gas emissions below 2005 levels by the end of 2012. The Evanston Climate Action Plan, adopted in 2008, to establish strategies to meet the reduction goal. The City identified transportation as a significant source of emissions and established ten key strategies to reduce emissions in this area. Fully implementing the 2003 Evanston Bicycle Plan and the 2008 Evanston Multi-Modal Transportation Plan were two of the strategies in this category. The update to the Evanston Bicycle System Improvement Plan will ensure that all new commitments and technologies mirror the long range planning efforts.

2.4 How the end product will be approved or adopted? What is the applicant's willingness to implement the recommendations from the plan? Efforts to implement may include commitment of funding or staff resources, seeking out grant funds, or willingness to make land use policy changes.

The business of the City of Evanston is determined by the City Council. City Council is made up of its 9 Aldermen and Mayor. Together the City Council would be the authority to determine approval or adoption of the updated Bike Plan. The City Council has demonstrated its commitment to bicycle safety by adopting goals that include pedestrians, bicyclists, traffic and crime prevention as one of its top ten goals for 2012 and the previous two years. This year the Evanston City Council and public embraced the Public Works Department's initiative to design and construct a protected bike path along Church Street that will connect the Lake Front Bike Path to the North Shore Channel Bike Path. The City has plans to recreate a return protected path along Davis Street and a future north/south track, but need a consolidated and updated bike plan to accomplish this in a cohesive manner.

The City is extremely committed to seeing the updated bike plan through to implementation. In fact, by consolidating the other related plans into an updated Bike Plan, it not only simplifies goals, but also allows the City to update the Plan to more current trends that meet current needs of the residents and visitors. City staff will implement improvements through in house design and available capital improvement funds; seek grant funds where needed; and recommend formalization of land use changes, where needed.

2.5 What entities or individuals do you intend to specifically include in the study process?

Evanston is honored to have a plethora of community groups invested in the health and welfare of the City. The study would include all of the members of the various environmental groups, the biking advocacy groups, the healthy initiative organizations, and the citizen transportation groups. The business community is well-represented by EvMark dba Downtown Evanston and the Chamber of Commerce and will be a major stakeholder. The Evanston Community Foundation, the YMCA and the YWCA will also be included in the planning process. The City works with the leading employers on a continuous basis including hospitals and Northwestern University. Neighboring communities would also be part of the planning process. But the most important stakeholders are the people most impacted by recommended strategies, the everyday users of Evanston's transportation network. Finally, the city also intends to include coordination with the neighboring communities and the Illinois Department of Transportation in this study process.

2.6 Explain how you will engage the public during the planning process.

Community engagement is the organized, interactive partnership between the City of Evanston and its residents. Evanston has a rich history of community engagement and is committed to understanding the community's current transportation needs and concerns. The planning consultant and the City will assemble a steering committee composed of a diverse set of stakeholders representing the voices of business, advocates, residents, schools, commuters, neighboring communities and city staff. Representatives from the various groups mentioned in 2.5 will be invited to join the steering committee. These stakeholders will be engaged in goal setting and prioritization activities that will help shape the plan's objectives. The members will also help the planning consultants to identify key audiences for public engagement. The City anticipates hosting a community workshop and specialized focus groups. The open house will be extensively marketed including paid and earned media, community flyers, targeted online marketing and personal invitations. The focus groups will target hard-to-reach audiences who generally do not attend public meetings. The planning consultants may also conduct key stakeholder interviews with staff and important local leaders. Online and hard copy surveys will be distributed throughout the community and via Evanston's electronic marketing channels.

2.7 Explain how the plan will address the goals/themes of CMAP' GO TO 2040 Plan with primary focus on the principles of Livable Communities and Regional Mobility listed below.

According to CMAP's GO TO 2040 Plan, a livable community is one that provides a healthy, safe and walkable community with access to parks, healthy and even sustainable food as well as

schools, services, work, etc. The City of Evanston outlines goals to this effect in its Strategic Plan goals.

One goal is to create and maintain functionally appropriate, sustainable, accessible high quality infrastructure and facilities. Evanston recognizes that with all of its wonderful parks, lake front, community garden, farmers markets, markets and the bustling downtown area, providing bike racks, bike parking and bike corrals as well as bike lanes to get to these destinations, it will not only encourage people to ride, but it will also reduce the number of cars on the roads. This will reduce congestion, a main principal of regional mobility, and will also contribute to a reduction in emissions catering to a healthier environment for Evanston's residents and visitors.

Currently, the City is constructing a protected bike lane to ensure a safer riding experience for all users. This bike lane, which contributes to achieving the goal of Evanston's to coordinate and influence transportation resources to provide an improved system that is safe, integrated, responsive, understandable, efficient, and meets the needs of all people, is also providing the City with motivation to continue to construct additional protected bike lanes. These bike lanes will continue to be developed until they allow for all types of users in all parts of Evanston to be able to have access to safe transportation to work, shopping, an enjoyable bike ride, fitness, etc.

Section 3. Project Details

3.1 Project Description

The City of Evanston will develop an update to its 2003 Bicycle System Improvement Plan with an increased emphasis on the active transportation network. The plan will seek to increase bicycling, walking and transit use, improve traffic safety, enhance local businesses and foster a healthier, more environmentally friendly community. Increasing the use of the multi-modal network will be accomplished by building infrastructure improvements, implementing a series of recommended modifications to municipal code and procedures and by implementing a toolkit of easily executed education, encouragement and enforcement strategies.

3.2 Project Study Area

The study area will be the City of Evanston and transportation connections to the contiguous communities.

3.3 Scope of Services

The City of Evanston will contract a transportation planning firm to manage the project.

Task One: Opening Meeting

City staff and the consultant will meet to discuss the project scope, timing and steering committee membership and structure.

Task Two: Goal setting and development of customized community engagement plan.

The steering committee with the City staff will establish the objectives for the plan and the identification of the key audiences for engagement.

Task Three: Existing Transportation Network

The consultants will study the existing transportation network: the main roads, the intersections, the local road, the trails and bike facilities, and local transit.

Task Four: Community Engagement

The consultants will implement the community engagement plan: reaching out to the identified communities, assembling their vision, goals and objectives, compiling the survey results, analysis of destinations, barriers, and local routes identified, prioritizing policies and programs that were recommended in the community engagement activities.

Task Five: Synthesis

The consultants will work with the City staff and steering committee to analyze the community engagement results and use it to develop plan recommendations. The recommendations will be presented to the City staff and steering committee for review and endorsement. These recommendations will form the basis of the plan.

Task Six: Adoption

Once the steering committee approves the plan, the plan will be presented to city agencies and the City Council for approval.

Task Seven: Implementation

The City staff and the steering committee will continue to work to monitor timely implementation of the plan.

**Section 4, Item C –
Project-Type Specific Questions
Integrated Transportation and Land Use Plans**

4.1. Principles of Livable Communities

- Supports infill and reinvestment. GO TO 2040 encourages reinvestment in vacant and underutilized properties in existing communities and development that promotes opportunities for more compact, walkable and mixed-use development supportive of transit.

Updating the Bike Plan will help identify areas in the City that have redevelopment potential and determine how the existing bicycle infrastructure can be incorporated and/or improved within that area. For example, in the West Evanston form-based code overlay, it regulates future infill and redevelopment within a 30-acre TIF area. The code establishes street-type standards that promote traffic calming, pedestrian walkability and bicycle infrastructure as well. The updated bike plan will review these requirements to accommodate new and improved bicycle infrastructure and identify connectivity issues and improvements.

- Addresses density, mixed uses (vertical or horizontal), and walkability. GO TO 2040 encourages new development and redevelopment in livable communities that are denser and designed for mixed uses with access to jobs, services and basic needs.

Updating the Bike Plan will help the City identify improvements and policy changes needed in the off-street zoning ordinance requiring bike parking facilities for new developments including transit-oriented developments. Currently, the Site Plan and Appearance Review Committee requests

developers to accommodate bicycle parking and facilities; and the city also uses Planned Development Design Guidelines to encourage projects to consider bicycle accommodations in their site and circulation plans. However, there is no set policy. Updating the bike plan will provide specific attention and requirements regarding bike parking and infrastructure improvements in relation to designs of both the building and its surrounding realm to provide easy access to transit and retail services.

- Addresses housing affordability, particularly near transit. It is difficult to preserve housing affordability or create new affordable options near transit because high demand to live near transit increases the cost of housing. GO TO 2040 encourages transit-oriented development that includes affordable housing provisions maintained in the long term.

This plan would seek to prioritize intra- and inter-neighborhood transportation. There would be a focus on improving connections from housing to employment centers via the active transportation network.

- Involves inter-jurisdictional coordination. GO TO 2040 supports coordinated delivery of services and programs through collaboration between various levels of governments at the local and regional levels.

Updating the Bike Plan will allow the City to approach and coordinate improvements on routes that are under the jurisdiction of the Illinois Department of Transportation. It will also allow the City to look into connectivity issues with the adjacent communities (City of Chicago, Village of Skokie, and Village of Wilmette) and plan for needed improvements. The City can also address the improvements needed to accommodate the Evanston to Elgin Bikeway as included in the regional bike plans prepared by the Northwest Municipal Conference.

- Incorporates general consistency with “Livability Principles” of the federal Sustainable Communities Initiative. The Sustainable Communities Partnership, which is a collaboration between the departments of Housing and Urban Development (HUD), the US Environmental Protection Agency (USEPA), and the Department of Transportation (DOT), identified 6 principles of livability, listed below:

1. Providing more transportation choices;
2. expanding access to affordable housing, particularly housing located close to transit;
3. enhancing economic competitiveness—giving people access to jobs, education and services as well as giving businesses access to markets;
4. targeting federal funds toward existing communities to spur revitalization and protect rural landscapes;
5. increasing collaboration among federal, state, and local governments to better target investments and improve accountability;
6. valuing the unique qualities of all communities—whether urban, suburban, or rural.

The proposed Bike Plan is consistent with the overall goals of the Sustainable Communities Initiative. By making improvements to the bicycle and pedestrian infrastructure, the City will increase transportation options. The plan will also improve access to affordable housing through an improved transportation network. Evanston’s economic competitiveness will improve as access to jobs and educational facilities increase with the implementation of the plan.

Evanston's commitment to improving the quality of life of its residents, improving the business climate and promoting environmental sustainability (principles of livability) will all be realized with the implementation of this newly updated bike plan.

4.2. Principles of Regional Mobility

- Supports the maintenance and modernization of the existing transportation system:

The City of Evanston has an extensive transportation network. Transportation choices are a crucial issue facing all communities today. The cost of automobile travel is growing and more people associate safer streets with a higher quality of life. Thus, there is a demand for safe and affordable travel options such as walking, biking and transit. Complete Streets are designed to make it easier for people to get around by all modes of transportation, providing more choices for people who want them and better safety for those who do not have a choice. This plan will enable Evanston to design a customized Complete Streets Policy.

- Supports improvements in non-motorized transportation systems that complement the existing transit systems and that have health, environmental and economic benefits:

Transportation plays a key role in the health of every community. When residents have safe active transportation options, each trip becomes an opportunity to improve their health through physical activity. With sedentary lifestyles and obesity on the rise, promoting physical activity, transportation is more important than ever. A comprehensive network for active transportation will decrease environmental pollution and increase overall city health. This plan will include extensive education and encouragement strategies to foster increased use of active transportation.

- Go to 2040 encourages increased connectivity between the various modes of transportation and provision of safe and efficient facilities for all users:

Currently, it is not uncommon for people to use multiple modes of transportation in one day. Cyclists and pedestrians must have good access and connections to transit, so that they leave their cars at home. Evanston has both the Metra line and the CTA line positioned in the center of its downtown area. Safe sidewalks and bike parking all encourage the use of multi-modal transportation. This plan will incorporate the most recent best practices to improve the safety of all users of the various modes of transportation. The bicycle network in Evanston is part of a larger, regional network with connections to on-street facilities in neighboring communities and to off-street trails in the region. Thus connections within Evanston and with regionally-significant corridors will all be part of the planning process.