



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

April 22, 2015

Ms. Rebekah Scheinfeld, Commissioner
Chicago Department of Transportation
30 North LaSalle Street, Suite 1100
Chicago, Illinois 60602

RE: City of Chicago, Cook County
Individual Project Agreement
Divvy Bike Sharing Suburban Expansion Program - 2015
Section: 11-D1308-02-BT
Project: M-6000(480)
Job: C-88-008-15
CDOT Project: D-4-121

Dear Commissioner Scheinfeld:

The department approved the subject agreement on January 8, 2015. An executed copy is enclosed.

If you have any questions or need additional information, please contact Mr. Mohammed Hameed, located at 2300 South Dirksen Parkway, Springfield, Illinois 62764, by telephone at (217) 785-1675.

Sincerely,

A handwritten signature in cursive script that reads "James K. Klein".

James K. Klein, P.E., S.E.
Acting Engineer of Local Roads & Streets

Enclosure

cc: Susana Mendoza	John Fortmann (Attn: Christopher Holt)
Russell Summers	John Fortmann (Attn: Mary Ellen Mack)
Alaina Bridges	John Fortmann (Attn: Erica DeYoung)
Russell Pietrowiak	Jeff South
Grant Davis	Joanne Woodworth (Project Control)

INDIVIDUAL PROJECT AGREEMENT

DIVVY BIKE SHARING SUBURBAN EXPANSION PROGRAM - 2015

Handwritten notes: H02712-41152-
op- 0114197-320

Handwritten note: COD has been
set up.

FEDERAL PROJECT NO.: M - 6000 (480)

SECTION NO.: 11 - D1308 - 02 - BT

Handwritten note: AC

STATE JOB NO.: C - 88 - 008 - 15

CDOT JOB NO.: D - 4 - 121

TIP NO.: 01 - 12 - 0003

(NEW AGREEMENT)

Handwritten notes:
7900-0000
\$ 3,000,000.00
8070 - F/L
M-23E X

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This Individual Project Agreement ("Agreement") is entered into this 8th day of January, 2015 by and between the State of Illinois, acting through its Department of Transportation ("State") and the City of Chicago, acting through its Department of Transportation ("City").

PROJECT COST:

Construction:

Contract Construction/Implementation.....\$ 3,750,000

TOTAL.....\$ 3,750,000

PROJECT FUNDING:

Construction:

Federal Aid Share (STP - State)

(80% of \$3,750,000).....\$ 3,000,000

Local Cost Share Match

(20% of \$3,750,000).....\$ 750,000

TOTAL.....\$ 3,750,000

Any funds required in excess of the above-stated amounts will be provided by the City or by amendment to this Agreement.

AUTHORITY:

City Council Ordinance passed November 26, 2013, Section 8 at Journal page 66928 and the programs listed on Journal pages 67382 and 67384 (Surface Transportation Program - Construction - Federal)

JURISDICTIONAL ADDENDUM INCLUDED: Yes X No

PROJECT SCOPE:

The Project generally consists of expanding the size of the Divvy Bike Share program and network (that was established through the Individual Project Agreement for Bike Sharing Program, Section No.: 11-D1308-00-BT, entered into on November 7, 2012 by the State and the City) to include an additional seventy-five (75) stations and seven hundred and fifty (750) bikes. Fifty-five (55) stations will be installed in neighborhoods throughout the City of Chicago to increase the number of Chicagoans who have access to the bike share network. Eight (8) stations will be installed in Evanston and twelve (12) bike share stations will be installed in Oak Park.

WITNESSETH:

WHEREAS, the Department of Transportation of the State of Illinois, under 605 ILCS 5/4-409 (1992), as amended, may enter into a written contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

WHEREAS, the City Council ("City Council") of the City enacted an ordinance ("925 Ordinance") on November 26, 2013; published at pages 66928 through 66932 of the Journal of Proceedings of the City Council ("Journal") of said date, of which Section 8 authorizes the Mayor of the City or the Commissioner of the Department of Transportation, subject to the review and approval of the Corporation Counsel, to apply for funds from governmental and private entities and to execute Individual Project Agreements or amendments thereto with respect to the programs listed on Journal pages 67382 through 67384 of the 925 Ordinance, as may be amended and supplemented from time to time; and

WHEREAS, the project ("Project(s)") listed in the foregoing page is one of the projects authorized by the 925 Ordinance; and

WHEREAS, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it desirable to proceed with the Project(s); and

WHEREAS, the State and the City may wish to avail themselves, where possible, of federal funds authorized by the Surface Transportation and Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1987 ("Uniform Relocation and Acquisition Act"), as amended; the Intermodal Surface Transportation Efficiency Act of 1991, as amended; the Transportation Equity Act for the 21st Century, as amended; the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), as amended; or subsequent federal legislation for the acquisition of right-of-way, preliminary engineering, contract construction, force account construction and/or construction engineering/ supervision of the Project(s) as provided in this Agreement; and

WHEREAS, from time to time the State may provide funds from State sources for the Project(s); and

WHEREAS, from time to time the City may provide funds for the Project(s) through the proceeds of its General Obligation Bonds or other City sources;

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants herein contained, agree as follows:

ARTICLE I

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

ARTICLE II

THE STATE HEREBY AGREES AS FOLLOWS:

2.01. to reimburse the City for the State and/or federal share of the costs incurred in connection with the Project(s) as herein identified upon receipt of progressive billings supported by documentation as required by the State and/or the Federal Highway Administration;

2.02. to give administrative assistance and guidance to the City during all phases of the Project(s);

2.03. to review, approve and submit to the Federal Highway Administration without delay all submittals which require Federal Highway Administration review, approval or other action; and

2.04. to provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure the validity of the City's certification of compliance with the requirements of Titles II and III of the Uniform Relocation and Acquisition Act in connection with activities of the City described under Section 3.02.

ARTICLE III

THE CITY HEREBY AGREES AS FOLLOWS:

3.01. for any "Preliminary Engineering" Project(s) only: upon approval from the State and/or the Federal Highway Administration, and either with its own forces or in conjunction with consulting engineering firms approved by the State, to make all necessary surveys, compile the data and prepare the design and location studies, hold the required public hearings, prepare the required environmental studies and final design reports, perform the engineering for the necessary right-of-way acquisition and the relocation and/or adjustment of City-owned electrical and water utilities, and prepare the final plans, specifications, estimates and all other documents or agreements required to let and award contracts or otherwise construct the Project(s), all of which is herein referred to as "Preliminary Engineering;"

3.02. for any "Right-Of-Way Acquisition" Project(s) only: (a) to prepare, or cause to be prepared, studies, surveys, plans, plats, legal descriptions and estimates of cost for said right-of-way acquisition and to acquire in its name and at its own expense, subject to reimbursement as herein provided, all necessary right-of-way in accordance with the requirements of Titles II and III of the Uniform Relocation and Acquisition Act, the requirements of which shall be carried out in accordance with established State policies and procedures as now in effect or hereafter revised or amended; and (b) prior to the advertisement by the City for bids, to certify to the State that the City has complied with all requirements of Titles II and III of the Uniform Relocation and Acquisition Act, which certification is subject to acceptance by the State and approval by the Division Administrator of the Federal Highway Administration;

3.03. for any "Construction" Project(s) only: upon approval from the State and/or the Federal Highway Administration, to let and award contracts for the Project(s), and/or cause to be provided all force account construction and construction engineering/ supervision for the Project(s) as herein identified, in accordance with approved plans and specifications and established procedures of the City, the State and/or the Federal Highway Administration;

3.04. to finance the work covered under this Agreement pending progressive reimbursement by the State of the State and/or federal share of costs, to allocate such funds as are necessary therefor and to prepare a complete and accurate breakdown of the costs of the Project(s);

3.05. to comply with all applicable State and federal executive orders, laws and regulations pertaining to equal opportunity and non-discrimination legislation including but not limited to the following: Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990; the Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, subparts C, D, E and G; the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq; and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq;

3.06. to maintain, for a minimum of five years after the completion of any contract awarded pursuant to bids and/or force account construction and construction engineering/supervision, adequate books, records and supporting documents to verify the amounts, recipients and uses of all funds disbursed in conjunction with such contract and/or force account construction and construction engineering/supervision; making such contract and all books, records and supporting documents related to such contract and the Project(s) available for review and audit by the Auditor General; and to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials, with the knowledge that failure to maintain the books, records and supporting documents so required shall establish a presumption in favor of the State for the recovery of any funds paid by the State under such contract and/or for such Project(s) for which adequate books, records and supporting documentation are not available to support their purported disbursement; and

3.07. that failure on the part of the City to fulfill its responsibilities pursuant to Sections 3.05 and 4.02 may render the City ineligible for future federal participation in any project for which the City has responsibilities similar to those hereunder until such failures are corrected.

ARTICLE IV

THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

4.01. prior to initiation of any construction work hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and the State;

4.02. the City will retain jurisdiction of the completed improvement and will maintain or cause to be maintained, in a manner satisfactory to the State and the Federal Highway Administration, the completed improvement unless specified otherwise by addendum to this Agreement;

4.03. the respective obligations of the State and the City of Chicago under this Agreement shall cease immediately, and without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or federal funding source(s) cited in the "Project Funding" Section herein, fail to appropriate or otherwise make available funds covered under this Agreement.

4.04. the City shall be responsible for 100 percent of the costs of any work not eligible for State and/or federal participation;

4.05. standard federal-aid procedures and requirements shall apply to all phases of any federally funded Project(s);

4.06. this Agreement and the covenants contained herein shall be void ab initio if the events, as applicable, do not occur as required:

- (1) engineering - the City shall begin or authorize the consultant to begin engineering work within three years of execution of this Agreement by the State;
- (2) force account - the City shall begin force account construction work within three years of execution of this Agreement by the State;
- (3) contract construction - the City shall award a contract within three years of execution of this Agreement by the State;

4.07. this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

DISADVANTAGED BUSINESS ENTERPRISES ("DBE") ASSURANCE

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

CERTIFICATION REGARDING DEBARMENT

The Local Agency certifies to the best of its knowledge and belief that its Officials: *

- (1) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- (2) have not within a three-year period preceding this Agreement been convicted of or had a civil judgement rendered against them 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 commissions of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) 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 item (2) of this certification;
- (4) 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; and
- (5) have not been barred from signing this Agreement as a result of violation of Sections 33E-3 and 33-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 (1992), as amended).

* The Local Agency for purpose of this certification is defined as the Department of Transportation of the City of Chicago. Officials for the purpose of this Certification are the Mayor of the City of Chicago, the Commissioner of the Department of Transportation, the Chief Procurement Officer and the Comptroller of the City of Chicago.

CERTIFICATION REGARDING LOBBYING

(This Certification is required pursuant to 31 U.S.C. 1352)

Certification for Contracts, Awards, Loans and Cooperative Agreements

The Mayor of the City of Chicago hereby certifies, solely in connection with the federally funded Project(s) covered under this Agreement, that to the best of his knowledge and belief:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal award, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, award, loan or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, award, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-ILL, "Disclosure Form of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-awards and contracts under awards, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

City of Chicago, Department of Transportation

ORGANIZATION NAME

Rebekah Scheinfeld, Commissioner

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

PREVAILING WAGE ADDENDUM

All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

SINGLE AUDIT ADDENDUM

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 expends \$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 expends 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 the STATE within 30 days after completion of the audit, but no later than one year after the end of the local governments fiscal year.
5. The Catalog of Federal Domestic Assistance (CFDA) number for all highway planning and construction activities is 20.205.

FEDERAL TAX IDENTIFICATION CERTIFICATION

The CITY OF CHICAGO certifies that its correct Federal Tax Identification number is 36-6005820 and it is a GOVERNMENTAL ENTITY.

**CENTRAL CONTRACTOR REGISTRATION (CCR) AND FEDERAL FUNDING
ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) ADDENDUM**


The local agency is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal governments trading partners in support of the contract award, and the electronic payment processes. To register or renew, please register at <https://governmentcontractregistration.com/sam-registration.asp>.

As a sub-recipient of federal funding equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), if required by the prime recipient, the State of Illinois acting through its Department of Transportation, this agreement will be 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>.

IN WITNESS WHEREOF, the City and the State have caused this Agreement to be executed by their respective officials and attested to on the dates hereinafter listed.

Executed by the CITY OF CHICAGO


This 15th day of December, 2014

By:  CRK
Rebekah Scheinfeld, Commissioner
Chicago Department of Transportation

APPROVED:


Sweta Shah, Assistant Corporation Counsel
Department of Law

Executed by the STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION


Erica Borggren
Acting Secretary of Transportation

1/8/15
Date


Omer Osman
Director of Highways/Chief Engineer

12/23/14
Date


Michael A. Forti
Chief Counsel

12/22/14
Date


Tony Smith
Director - Finance & Administration

12/23/14
Date

DIVVY BIKE SHARING SUBURBAN EXPANSION PROGRAM - 2015