Chicago Metropolitan Agency for Planning

433 West Van Buren Street
Suite 450
Chicago, IL 60607

312-454-0400
cmap.illinois.gov

July 30, 2025

INVITATION TO BID (ITB) NO. 337
ITS Architecture Consultant Services

The Chicago Metropolitan Agency for Planning (CMAP) is requesting bids from interested firms for the work as described in the attached invitation to bid. If your team is qualified and experienced in performing the services described, CMAP would appreciate receiving your submission.

A Pre-Bid conference will be held via Microsoft Teams at ITS Architecture Consulting Services on Monday August 4, 2025 at 1:00pm CST. Attendance is not mandatory to submit a bid.

The deadline for responding to the ITB is: **August 20, 2025, by 3:00 PM Central Time**

Thank you, and if you have any questions, please email us at procurements@cmap.illinois.gov

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ITS Architecture Consultant Services

The Chicago Metropolitan Agency for Planning (CMAP) invites vendors or consultants to submit a bid for the work described the scope of services. Please read each section carefully for information regarding the proposal and submittal instructions.

Section 1: Background and General Information

The Chicago Metropolitan Agency for Planning (CMAP) is the region's metropolitan planning organization. The agency and its partners have developed ON TO 2050, a comprehensive plan that builds upon its predecessor GO TO 2040, to help the seven counties and 284 communities of northeastern Illinois implement strategies that address community, prosperity, the environment, governance, transportation, and mobility. CMAP has adopted core values, which are: lead with excellence, pursue equity, passion for public service, drive innovation and foster collaboration. These values guide all of the decisions taken by the agency and the CMAP team. See www.cmap.illinois.gov for more information.

As a result of responses to this ITB, CMAP plans to review submissions and negotiations will be held on both the scope and the cost to select the submitter that CMAP believes can best satisfy its requirements at rates it perceives are reasonable for the services provided. Subject to "Reservation of Rights" herein, it is anticipated that a contract will be awarded for the work described. The contract may be awarded for a for a term up to 24-months with three, one-year optional renewals.

Section 2: Scope of Services

The selected submitter is expected to complete the work tasks outlined the Scope Statement attached hereto as **Attachment 1**. This scope statement will be included in the final contract for services therefore any requested modifications or exceptions to the scope must be clearly stated in the Proposal Submittal Form. The granting of requested exceptions to the scope statement shall be at the sole discretion of CMAP.

Section 3: Submittal Requirements

ITB Activity Schedule

July 30, 2025	Release ITB
August 4, 2025	Non-Mandatory Pre-Bid Conference
August 6, 2025	Questions Due
August 11, 2025	Q&A Published
August 20, 2025	Bids Due
August 29, 2025	Tentative Notice of Award Issued

All questions regarding this solicitation must be directed to CMAP Procurements at procurements@cmap.illinois.gov. Proposals must be submitted via email to CMAP at procurements@cmap.illinois.gov no later than **3:00 PM Central Time on August 20, 2025**. There will be no public opening for this ITB. Late submissions will be rejected.

All responses to this ITB must submit all required documents by the submission deadline in order to be considered for the solicitation. The required documents are outlined in the Submittal Requirements attached hereto as **Attachment 2**.

Section 4: Contractual Agreement and Rights

The contract CMAP anticipates awarding as a result of this ITB and subsequent rate submissions and negotiations, if any, will indicate the service requirements, time periods involved and applicable hourly rates. In addition, it will include the General Provisions, included herein as **Attachment 4 General Terms and Conditions,** which will apply to the contract.

Said General Terms and Conditions apply to the solicitation to which this section is attached and to any contract that results from the solicitation. Signatories' proposals of this solicitation certify and agree that these conditions and procedures and terms and the conditions and any procedures specific to this project will be adhered to unless amended in writing. Therefore, any requested modifications or exceptions to the General Terms and Conditions must be clearly stated in the Proposal Submittal Form. The granting of requested exceptions to the general terms and conditions shall be at the sole discretion of CMAP.

Once a contract is executed change requests made to personnel, titles, personnel hours, hourly rates or subcontractors, including subcontractor personnel, personnel hours or hourly rates must receive prior written approval from the CMAP procurement coordinator. Changes made without prior written approval will not be reimbursed.

Section 6: Reservation of Rights

CMAP reserves the following rights if using them will be more advantageous to CMAP:
1) Withdraw this ITB at any time without prior notice; 2) Accept or reject any and all submissions, or any item or part thereof; 3) Postpone qualifications due date; 4) Not award a contract to any submitter responding to this ITB; 5) Award a contract without negotiations or discussions

List of Attachments:

Attachment 1: Scope Statement
Attachment 2: Submittal Requirements
Attachment 3: Evaluation Criteria
Attachment 4: General Terms and Conditions
Attachment 5: Price Proposal

ATTACHMENT 1: SCOPE STATEMENT

WORK PLAN NO.	PROJECT TITLE	DATE
2020.024	ITS Architecture Updates - 2025	7/2/2025

1. Procurement purpose

Through this solicitation, CMAP is seeking one (1) consultant to review and update the regional ITS Architecture.

2. Background

Every region that implements Intelligent Transportation Systems (ITS) technology using federal funds is required to maintain a regional ITS architecture. Architecture is a plan to support development of the regional ITS system over the next 10-15 years.

The Regional ITS Architecture that CMAP maintains provides an overarching framework that spans all northeastern Illinois' transportation organizations and individual transportation projects. Each transportation project can be viewed as an element of the overall transportation system, providing visibility into the relationship between individual projects and ways to cost-effectively build an integrated transportation system over time.

In March 2022, CMAP's MPO Policy Committee adopted the current version of the Regional ITS Architecture, the Regional ITS Architecture Summary Report, and the Regional ITS Architecture Maintenance Plan.

3. Services

The primary purpose of this project will be to update the existing Architecture to a) add new project information previously submitted to CMAP, and b) review existing projects already in the Architecture and update project status and associated information. To successfully complete the update, the consultant should review the backlog of ITS projects submitted to CMAP as well as perform a targeted review of the existing Architecture – including outreach to project sponsors, if necessary – to ensure that all elements in the Architecture are up to date.

This project is intended to be completed on a short-term timeline. As a result, CMAP intends to have this work completed by the end of 2025.

4. Tasks and deliverables

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

NO.	TASK AND DELIVERABLES
1	**Task** **Add outstanding projects to the Architecture**. In 2022, AECOM, on behalf of Will County, shared the Will County ITS Opportunities Plan with CMAP. The Plan includes twenty proposed ITS projects to be added to the Regional ITS Architecture. Each project contains relevant information such as

	the project description, service packages addressed, related/dependent projects, and deployment timeframe. The consultant will add these projects to the existing Architecture. o *Deliverable: Existing ITS Architecture database in current architecture software format (for example RAD-IT)*
2	**Task** **Review and update of existing Architecture items**. The consultant will perform a targeted review of the existing ITS Architecture and update the status of all existing projects as necessary. This review should focus on the projects most likely to have changed and/or advanced since the Architecture was adopted by the MPO Policy Committee. This information can be gathered through discussions with implementers at TTOC meetings and offline discussions with implementing agencies based on the consultants' knowledge of ITS projects in the region. CMAP anticipates the consultant's level of effort on this task not to exceed 30 hours. o *Deliverable: Existing ITS Architecture database in current architecture software format (for example RAD-IT). (see above)* o *Deliverable: Memos documenting who the consultant contacted and what updates were made as a result of outreach*
3	**Task** **Architecture Website**. The consultant is responsible for generating a package of web pages suitable for online publication. Prior to doing so, the consultant will coordinate with the CMAP communications department to develop a formatting method that reflects CMAP web standards for design and usability. Customization is not expected to extend beyond the standard choices provided by the Architecture software. This task is not intended to be a "website design" activity. o *Deliverable: Website-ready digital files for server installation* o *Deliverable: Documentation of customization and installation, and maintenance procedures with details sufficient for CMAP staff to reinstall or update in the future if necessary*
4	**Task** **ITS Architecture Executive Summary**. The consultant will review the existing Regional ITS Architecture Summary Report and make modifications and/or additions to reflect the updates made to the Architecture as a result of the previous tasks. o *Deliverable: ITS Architecture Executive Summary, text and images only*
5	**Task** **ITS Architecture Guidelines on Interfaces between Elements.** The ITS Architecture identifies integration opportunities between transportation systems. One daunting aspect of the RAD-IT software to a non-expert user is its inclination to maximize interfaces between elements when changes to the Architecture are introduced. The consultant will develop a memorandum identifying reasonable guidelines used in determining which interfaces should and should not be included. For a representative sample of the new projects included in the Architecture, the consultant will document the rationale used to determine which interfaces were included in the Architecture.

	o *Deliverable: Guidelines on Interfaces between Elements*

5. Timeline

The contract scope of work is anticipated to be completed in six (6) months.

ATTACHMENT 2: SUBMITTAL REQUIREMENTS – INVITATION TO BID

All responses to this request for bids must submit **all** required documents by the submission deadline in order to be considered for the solicitation. The following documents are required:

1. **Proposal Submittal Form.** Submit the Proposal submittal form in the format provided along with all required executed sub-forms and certifications. Among other information, this form is to be used to identify the consultant team(s) and key staff that will be involved in this project including their qualifications and defined role. Provide links to resumes and/or short biographies for all team members with time on the project. The sub-forms and certifications include:
    - Client Examples - provide a minimum of three (3) and no more than five (5) examples of the Consultant team's relevant experience in producing similar work or other projects that the Consultant deems to be relevant to this solicitation.
    - Bidder Information - basic information for both the primary firm and any subcontractors
    - References - three (3) references that CMAP staff may contact regarding the consultant's qualifications to undertake this project. Reference information shall include: organization name, contact name, title, phone number, email, and nature of relationship to reference.
    - Price Proposal Detail - with **all** proposed pricing for this project. Specify number of hours and hourly rates by project role/job title on the price proposal form, as well as costs for other expenses if applicable.
    - Certifications - including Certification for Federally Funded Agreements and Specific Provisions Certifications Regarding Workers' Compensation Insurance; Bidder Information; DBE Information; and FTA Certification Regarding Lobbying
2. **Code Report.** A copy of the firms' SAMS.gov CAGE Code Report. CMAP cannot legally enter into a contractual relationship without a valid, active cage code. All contracted vendors MUST have a valid and ACTIVE System for Award Management (SAM) CAGE Code. If your firm does not have a CAGE Code, please begin the process now at www.sam.gov and register your entity. There is no fee for this registration.
3. **Certificate of Good Standing**. The certificate serves as evidence that a business is legally formed and authorized to conduct business in Illinois. A Certificate of Good Standing confirms compliance with the state of Illinois Business Services Department. It is required for all bids or proposals for contracts exceeding $50,000 in cumulative value.

Submissions without all signed and dated required documents will be deemed unresponsive and will not be evaluated.

Submissions without DUNS Numbers will be deemed unresponsive and will not be evaluated.

ATTACHMENT 3: EVALUATION CRITERIA - CONSUTANT SERVICES

CMAP will evaluate all timely responses to this bid request. Award for the ITB will be granted to the most responsive and responsible bidder with the lowest price.

Responsive Bid: A bid complying fully with the submission requirements of the ITB including adhering to deadlines, submitting all required documentation, and providing a signed complete price proposal.

Responsible Bid: A bid meeting the material requirements outlined in the ITB, including providing examples of work, relevant prior experience, and a proven track record of performance, demonstrating good faith effort.

ATTACHMENT 4: CMAP GENERAL TERMS AND CONDITIONS

Signatories of this Agreement certify that these conditions and procedures and terms and the conditions and procedures specific to this project will be adhered to unless amended in writing.

1. Complete Agreement.

a. This Agreement (which also may be herein referred to as "Contract"), including all exhibits and other documents incorporated or referenced in the agreement, constitutes the complete and exclusive statement of the terms and conditions of the agreement between CMAP and Contractor and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions.

b. Order of Precedence: Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of the executed contract, including its exhibits; (2) if applicable, the provisions of the RFP on which the contract is based including any and all Addendums; (3) if applicable, the proposal submitted to CMAP by the Contractor in response to said RFP; and (4) any other documents cited or incorporated herein by reference.

c. CMAP's failure to insist in any one or more instances upon the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of CMAP's right to such performance by the Contractor or to future performance of such terms or conditions and Contractor's obligation in respect thereto shall continue in full force and effect. Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions that can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve it from responsibility for successfully performing the work without additional expense to CMAP.

d. CMAP assumes no responsibility for any understanding or representations made by any of its officers, employees or agents prior to the execution of this Agreement, unless such understanding or representations by CMAP are expressly stated in this Agreement.

e. Changes: CMAP may from time to time order work suspension or make any change in the general scope of this Agreement including, but not limited to changes, as applicable, in the drawings, specifications, delivery schedules or any other particulars of the description, statement of work or provisions of this Agreement. If any such change causes an increase or decrease in the cost or time required for performance of any part of the work under this Agreement, the Contractor shall promptly notify CMAP thereof and assert its claim for adjustment within thirty (30) days after the change is ordered. A written amendment will be prepared for agreement between CMAP and the Contractor for changes in scope, time and/or costs. No amendments are effective until there is a written agreement

that has been signed by both parties. No claim by the Contractor for equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement.

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

g. Only the Executive Director of CMAP, or designee, shall have the authority to act for and exercise any of the rights of CMAP as set forth in this Agreement, subsequent to and in accordance with the authority granted by CMAP's Board of Directors

h. For its convenience, CMAP reserves the right to extend the Term of this agreement. Any changes to the Term of this Agreement shall not be binding until specifically confirmed in writing by authorized representatives of both parties.

2. Independent Contractor. Contractor's relationship to CMAP in the performance of this Agreement is that of an independent contractor. Contractor's personnel performing work under this Agreement shall at all times be under Contractor's exclusive direction and control and shall be employees of Contractor and not employees of CMAP. Contractor shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including, but not limited to, social security, income tax withholding, and unemployment compensation, workers compensation insurance and similar matters.

3. 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 Contractor. Any successor to the Contractor'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 Contractor 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 Contractor 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.

4) Availability of Appropriation (30 ILCS 500/20-60). This Agreement is contingent upon and subject to the availability of funds. CMAP, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly, the state funding source,

or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason. The contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

5) Allowable Charges. No expenditures or charges shall be included in the cost of the Project and no part of the money paid to the Contractor shall be used by the Contractor 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 carrying out 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.

6) Method of Payment. Project expenditures are paid directly from federal and/or state funds. Because CMAP is responsible for obtaining federal reimbursement for project expenditures, it is necessary that CMAP monitor all procedures and documents which will be used to claim and support project-related expenditures. The following procedures should be observed to secure payment:

a. Based on services performed, Contractor may submit invoices as frequently as once a month, but is required to submit invoices no later than fifteen (15) days after the end of each quarter. Failure to submit such payment request timely will render the amounts billed an unallowable cost for which the CONTRACTOR cannot be reimbursed. CMAP is committed to reducing paper use and has established an electronic invoicing system. All invoices are to be submitted through email to: accounting@cmap.illinois.gov

All invoices shall be signed by an authorized representative of the Contractor.

b. 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 Contractor such amounts as may be approved by CMAP. Invoices shall detail expenses and amount of time spent on CMAP assignments. If an invoice is not acceptable, CMAP shall promptly provide the Contractor a written statement regarding its ineligibility or deficiencies to be eliminated prior to its acceptance and processing. All invoices for services performed and expenses incurred by Contractor for the services of this Agreement must be presented to CMAP no later than fifteen (15) days after the close of the fiscal year for multi-year contracts, or no later than fifteen (15) days after the end of this Agreement for shorter term contracts. Notwithstanding any other provision of this Agreement, CMAP shall not be obligated to make payment to Contractor on invoices presented after said date. No

payments will be made for services performed prior to the effective date of this Agreement. All payments will be transferred electronically to Contractor's business bank account. The successful Contractor will be requested to provide transfer numbers for the business bank account when the contract is finalized, in addition to a copy of its IRS W-9 (Request for Taxpayer Identification Number and Certification).

c. CMAP shall make every effort to pay invoices in accordance with its normal processes and procedures for all undisputed amounts within ninety (90) days of receipt of a valid invoice, provided CMAP, as applicable, received, approved and/or issued an acceptance for the particular component of work or phase of work included in said invoice. Transfer of funds will be made electronically, with a notification of the transfer will be made to the Contractor.

d. Each invoice and report submitted must contain: the contract number, a unique vendor invoice number, a description of the services performed, the hourly rates and number of hours worked for each contractor, an itemization of travel and other costs which are chargeable to the contract and the following certification by an official authorized to legally bind the Contractor:

i. By signing this payment request, I certify that to the best of my knowledge and belief that the payment request is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this contract. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

e. The Contractor is required to pay all subcontractors within thirty days of receiving payment for that portion of the work from CMAP. Failure to pay subcontractors within thirty days may jeopardize future CMAP contract awards.

7. Conflict of Interest. In order to avoid any potential conflict of interest, the Contractor agrees during the term of this Agreement not to undertake any activities which could conflict directly or indirectly with the interest of CMAP. Contractor shall immediately advise CMAP of any such conflict of interest. CMAP shall make the ultimate determination as to whether a conflict of interest exists.

8. Audits. The records and supportive documentation for all completed projects are subject to an on-site audit by CMAP. CMAP reserves the right to inspect and review, during normal working hours, the work papers of the Contractor in support of their invoices.

9. Access to Records.

a. The Contractor and its Subcontractor, 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 Contractor 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:

i. 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.

ii. Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

The Contractor shall include a provision in all of its subcontracts, if any, such provisions.

10. Subcontracts.

a. Any subcontractors or outside associates or contractors required by the Contractor in connection with the services covered by this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations. Any substitutions in or additions to such subcontractors, associates or contractors will be subject to the prior approval of CMAP.

b. The Contractor shall include a provision in all of its Subcontracts, if any, and such provision shall require Subcontractor to comply with any and all Contractor requirements contained herein. Additionally, all subcontracts for work under this Agreement shall contain those applicable provisions which are required in this Agreement.

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

11) Equipment Inventory. An inventory of non-expendable personal property having a useful life of more than two years and an acquisition cost of $500 or more is subject to periodic inspection by CMAP.

12) Suspension. If the Contractor fails to comply with the special conditions and/or the general terms and conditions of this Agreement, CMAP may, after written notice to the Contractor, suspend the Agreement and withhold further payments or prohibit the Contractor from incurring additional obligations of funds pending corrective action by the Contractor. If corrective action has not been completed within sixty (60) calendar days after service of written notice of suspension, CMAP shall notify the Contractor in writing that the Agreement has been terminated by Event of Default in accordance with paragraph 14 hereof. CMAP may determine to

allow such necessary and proper costs which the Contractor could not reasonably avoid during the period of suspension provided such costs meet the provisions of the U.S. Office Management and Budget 2 CFR 200 in effect on the date first above written.

13) Termination/Remedies.

a. This Agreement may be terminated in whole or in part in writing by CMAP for its convenience (hereinafter termed "Termination for Convenience") provided that the Contractor is given not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to Terminate for Convenience.

b. The following shall constitute an "Event of Default" by a party to this agreement (Party or party):

1. A Party's failure to perform any non-monetary obligation under this Agreement and such failure is not cured within thirty (30) days of written notice from another Party;
2. A Party's material breach of any representation or warranty which is the subject of this Agreement and is not cured within ten (10) business days of such breach; and;
3. A Party's failure to timely meet its payment obligations under Attachment 5, and such failure is not cured within five (5) business days of receipt of written notice from the other Party.

c. Termination by Default will allow this Agreement to be terminated in whole or in part in writing by either party in the event of an Event of Default Prior to Contractor terminating this Agreement for default, the Contractor shall have an order from a court of competent jurisdiction in Cook County, Illinois finding CMAP in default under this Agreement.

d. 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 Contractor at the time of termination may be adjusted to the extent of any additional costs occasioned to CMAP by reason of the Contractor's default. If Termination by Default is effected by the Contractor, 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 Contractor for services rendered and expenses incurred prior to termination, in addition, CMAP may include cost reasonably incurred by the Contractor relating to commitments which had become firm prior to termination.

e. Upon notice of termination action pursuant to paragraphs (a) or (b) of this clause, the Contractor 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 Contractor in performing this Agreement, whether completed or in process.

f. 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.

g. In the event the Contractor 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.

h. Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between CMAP and the Contractor arising out of or relating to this Agreement or the breach thereof will be decided by arbitration according to the Commercial Arbitration Rules of the American Arbitration Association, as may be modified pursuant to an arbitration agreement between the Parties and the arbitrator. The arbitrator's decision shall be a reasoned opinion and may be entered as a judgment in any court having competent jurisdiction. If the arbitrator determines that the evidence produced through the arbitration process is insufficient to support a decision, the arbitrator may conclude the arbitration proceedings without a decision. 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.

14. 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 Contractor shall include provisions appropriate to effectuate the purpose of this clause in all subcontracts for work under this Agreement.

15. Confidentiality Clause. Any documents, data, records, or other information given to or prepared by the Contractor pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by CMAP. All information secured by the Contractor from CMAP in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by CMAP or required by law.

16. Reporting/Consultation. The Contractor shall consult with and keep CMAP fully informed as to the progress of all matters covered by this Agreement.

17. Identification of Documents. All reports, maps, and other documents completed as part of this Agreement, other than documents exclusively for internal use within the Contractor'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 Contractor. "This material was prepared in consultation with CMAP, the Chicago Metropolitan Agency for Planning, (http://www.cmap.illinois.gov)."

18. 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; epidemics, pandemics, 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 or inevitable, beyond the control and is not due to the fault or negligence of the party not performing.

19. Hold Harmless and Indemnity. Neither Party shall be liable for actions chargeable to the other party under this agreement including but not limited to, the negligent acts and omissions of the Party's agents, employees or subcontractors in performance of their duties as described under this agreement, unless such liability is imposed by law. This agreement shall not be constructed as seeking to enlarge or diminish any obligation of duty owed by one Party against the other party.

Subject to the Remedy paragraph of this Agreement, each party (each, in such capacity, the "Indemnifying Party") shall indemnify and hold harmless the other party, its subsidiaries, affiliates and its and their respective successors, assigns, directors, officers, employers, and agents (each, in such capacity, the "Indemnified Party"), from and against any and all liabilities, claims, demands, damages, losses, settlements, judgments, costs and expenses, including reasonable attorneys' fees, whether or not involving a claim by a third party, (any "Claims"), actually or allegedly, directly or indirectly, arising out of or related to: (1) any breach of any representation or warranty of such Indemnifying Party contained in this Agreement; (2) any breach or violation of any covenant or other obligation or duty of such Indemnifying Party under this Agreement or under applicable law; (3) any thirty party Claims which arise out of, relate to or result from any act or omission of such Indemnifying Party, in each case whether or not caused in whole or in part by the negligence of the other Party, and whether or not the relevant Claim has merit. In no event shall an Indemnifying Party be liable for any consequential or punitive or exemplary damages in connection with this Agreement. This paragraph shall survive the expiration or termination of this Agreement for a period of five (5) consecutive years.

20. Standard of Care. Contractor shall perform the services in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same locality under comparable circumstances and as expeditiously as is consistent with professional skill and the orderly progress of the Project.

21. Right to Rely. Contractor shall be entitled to rely without independent verification upon the accuracy and completeness of information and data provided by CMAP or obtained from generally accepted sources within the industry, except to the extent such verification by Contractor is expressly required as a defined part of the services.

22. Ownership of Documents, Intellectual Property, and Confidential Information.

a. Patents and copyrights. The Contractor agrees that any material or design specified by the Contractor or supplied by the Contractor pursuant to this Agreement shall not infringe any patent or copyright and the Contractor shall be solely responsible for securing any necessary licenses required for patented or copyrighted material used by the Contractor.

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 Contractor's promise as contained in paragraph a of this clause, the Contractor shall save harmless and indemnify CMAP from all loss, damage or expense (including attorney's fees) due to defending CMAP from such claim.

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 Contractor shall include provisions appropriate to effectuate the purpose of this condition in all subcontracts under this Agreement involving research, developmental, experimental or demonstration work.

b. CMAP Ownership of Documents and Intellectual Property. Upon payment of all amounts due under this Agreement all documents, and other media, data studies, designs, data, intellectual property and reports including but not limited to any deliverables developed in the performance of this contract or provided as instruments to the Scope of Work, without limitation and whether preliminary or final, shall become and remain the sole property of CMAP including all copyrights inherent in them or their preparation. CMAP shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to the Contractor. Contractor shall bear no liability or responsibility for deliverables that have been modified post-delivery or used for a purpose other than for which it was prepared under this Agreement. All documents, data and records utilized in performing research shall be available for examination by CMAP upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of CMAP, be appropriately arranged, indexed and delivered to CMAP by the Contractor. Contractor shall be entitled to retain one copy of such documents, data and records for legitimate record-keeping purposes. During the performance of the Scope of Work, the Contractor will

be responsible for any loss or damages to the materials described herein while they are in its possession, and any such lost item or damaged will be restored solely at Contractor's expense. The Contractor agrees to not assert or authorize others to assert any rights or make any claim under patent or copyright laws, or otherwise to any such documents and materials referenced in this paragraph.

c. Software. All software, related computer programs, and source code produced and developed by the Contractor (or authorized contractor or subcontractor thereof) in carrying out the Contractor's obligation hereunder and explicitly included as a deliverable in Contractor's scope of work (or any amendments thereto), without limitation and whether preliminary or final, shall become and remain the property of both CMAP and the Contractor. CMAP at its sole discretion shall be free to sell, give, offer or otherwise provide said software and related computer programs to any other agency, department, commission, or board of the State of Illinois, as well as any other agency, department, commission, board, or other governmental entity of any country, state, county, municipality, or any other unit of local government or to any entity consisting of representative of any unit of government, for official use by said entity. Additionally, CMAP at its sole discretion shall be free to offer or otherwise provide said software and related computer programs to any current or future contractor.

CMAP agrees that any entity to whom the software and related computer programs will be given, sold or otherwise offered shall be granted only a use license, limited to use for official or authorized purposes, and said entity shall otherwise be prohibited from selling, giving or otherwise offering said software and related computer programs without the written consent of CMAP.

d. CMAP Confidential Information. All deliverables, reports, data, findings or information in any form prepared, assemble or encountered by or provided by Contractor or its Subcontractors, if any, under the contract are the property of CMAP and are confidential, except as specifically authorized in this contract or as may be required by law ("CMAP Confidential Information"). Any of the CMAP Confidential Information shall not be made available to any individuals or organizations without prior written consent from CMAP. The Contractor will ensure the confidentiality of this information and ensure all employees or subcontracts know and understand these confidentiality requirements. The Contractor acknowledges that any disclosure of CMAP's Confidential Information will result in irreparable injury to CMAP, which cannot be adequately compensated with damages. Accordingly, Contractor agrees that CMAP may obtain injunctive relief against any disclosure or threatened disclosure of CMAP's Confidential information, in addition to any such remedies that may be available in law or in equity. The terms and provisions set forth in this subparagraph shall survive the termination of this Agreement.