



**CITY OF PEORIA
NOTICE OF REQUEST FOR QUALIFICATIONS (RFQ)**

**PRELIMINARY ENGINEERING SERVICES
PEORIA TO CHICAGO PASSANGER RAIL SERVICE
CORRIDOR IDENTIFICATION AND DEVELOPMENT (CID) PROGRAM STEP 1 (UPDATED)
PEORIA, ILLINOIS**

STATEMENTS DUE: THURSDAY APRIL 11, 2024 AT 11:00AM

The City of Peoria invites qualified professional engineering firms to submit their Statements of Interest and Qualifications for preliminary engineering services for the Peoria to Chicago Passenger Rail Service CID Program Step 1. Firms must be prequalified by the Illinois Department of Transportation (IDOT) under the Transportation Studies-Railway Engineering or Transportation Studies-Railway Planning categories. The consultant selected to complete step 1 will be eligible to compete for future steps of the CID program.

For the purpose of this RFQ “City” means the City of Peoria and “Firm” means the engineering firm or individual submitting a response to this RFQ. Qualified Firms shall provide services based on the project scope and submittal requirements sections provided below.

The City of Peoria’s Engineering Division will accept sealed proposals submitted to the Office of the City Engineer, Public Works Building, 3505 N Dries Lane, Peoria, Illinois, 61604, until **11:00 am Thursday, April 11, 2024**, for establishing a contract with a qualified firm.

Time is of the essence and any Statement of Interest and Qualifications received after the announced time and date for submittal, whether by mail or otherwise, will be rejected and return unopened. Firms are responsible for ensuring that a Public Works Administrative Assistant receives their Statements before the deadline indicated. Firms should submit **six (6) hard copies and one (1) electronic copy (USB or Similar)** of a Statement of Interest and Qualifications. E-mail submittals will not be accepted.

1.0 INTRODUCTION

The City of Peoria requires preliminary engineering services to develop a Service Development Plan (SDP), known in the Corridor Identification and Development Program as Step 1. Included are Task 1: Step 1 Project Administration and Management, Task 2: Step 2 Statement of Work (SOW), approved project budget and approved project schedule. For more detailed information including subtasks refer to Attachment 2: Project-Specific Terms in the appendix section.

The City’s intention is to award a contract for these services to the best-qualified firm. Each firm will be considered and ranked by a Selection Committee based upon the criteria listed herein. The City will then enter into negotiations with the top-ranked firm. The negotiations will be to establish a detailed scope of services and total cost for services. Should the top-ranked firm and the City of Peoria not be able to reach an agreement, the City will terminate negotiations with that team and open negotiations with the second ranked team and so on until a successful agreement is reached.

This process does not obligate the City to award a contract, or pay any cost incurred in the preparation of the firms responding to this request. The City reserves the right to accept or reject any or all statements received

as a result of this request. All information submitted in response to this request will become the property of the City.

Please be aware that it is the City's policy to not compensate a consultant for any time or expenses incurred during the selection and negotiation processes.

2.0 PROJECT DESCRIPTION

2.1 PROJECT NEED, PURPOSE, AND OBJECTIVE

The objective of this project is to develop a Service Development Plan (SDP), known in the Corridor Identification and Development Program as Step 1 to bring passenger rail from downtown Peoria to Chicago Union Station which will connect with Amtrak's rail network via a new connection. The new corridor would provide service for round trips daily to serve Peoria, Peru/LaSalle, Ottawa, Morris, Joliet and CUS, with a flag stop at Utica for Starved Rock State Park. The city of Peoria received funding to complete step 1 of the Corridor Identification and Development Program from the Federal Railroad Administration (FRA).

2.2 PROJECT COMPONENTS

2.2.1 GENERAL SCOPE OF SERVICES

The project scope will compile a Federal Railroad Administration approved Service Development Plan (SDP), known in the Corridor Identification and Development Program as Step 1 by completing a detailed financial estimate and schedule. The tasks listed below will be completed as part of this project: For more information refer to Attachment 2: Project-Specific Terms in the appendix section.

Task 1: Step 1 Project Administration and Management

Subtask 1.1: Project Administration

The Recipient will perform all tasks required for the Project through a coordinated process, which will involve affected railroad owners, operators, and funding partners, including:

- Funding Partners
 - FRA
 - Illinois Department of Transportation (IDOT)
 - City of Peru, IL
 - City of LaSalle, IL
 - City of Utica, IL
 - City of Ottawa, IL
 - City of Morris, IL
 - Peoria County, IL
 - Tri-County Regional Planning Commission
 - North Central Illinois Council of Governments
- Railroad Owners and operators
 - Iowa Interstate Railroad
 - CSX Transportation (CSX)
 - Tazewell and Peoria Railroad (TZPR)
 - Metra
 - Amtrak

The Recipient will facilitate the coordination of all activities necessary for implementation of the Project. The Recipient will:

- complete necessary steps to hire a qualified consultant/contractor to perform required Project work, as necessary;
- execute on the approved Project Management Plan required in Subtask 1.2;
- hold regularly scheduled Project meetings with FRA;
- inspect and approve work as it is completed; and
- participate in other coordination, as needed.

Subtask 1.2: Step 1 Project Management Plan

The Recipient will prepare a Project Management Plan (PMP) for Step 1 that describes how the Project will be implemented and monitored to ensure effective, efficient, and safe delivery of the Project on time and within budget. The PMP will describe the activities and steps necessary to complete the tasks outlined in this Statement of Work.

The PMP will include a Project Schedule and Project Budget for the work to be performed under this Agreement. The Project Schedule will be consistent with the Estimated Project Schedule in Section 5.2 of Attachment 2, but provide a greater level of detail. Similarly, the Project Budget should be consistent with the Approved Project Budget in Section 6.5 of Attachment 2, but provide a greater level of detail.

The Recipient will submit the PMP to FRA for review and approval. The Recipient will implement the Project as described in the approved PMP. The Recipient will not begin work on subsequent tasks until FRA has provided written approval of the PMP, unless FRA has provided pre-award authority for such work under Section 6.6 of this Attachment 2. FRA will not reimburse the Recipient for costs incurred in contravention of this requirement.

FRA may require the Recipient to update the PMP. The Recipient will submit any such updates to FRA for review and approval, and FRA will determine if updates to the PMP require an amendment to this Agreement. The Project Budget and Project Schedule may be revised consistent with Article 5 of Attachment 1 of this Agreement without amending this Agreement.

Subtask 1.3: Project Closeout

The Recipient will submit a Final Performance Report as required by Section 7.2 of Attachment 1 of this Agreement, which should describe the cumulative activities of the Project, including a complete description of the Recipient’s achievements with respect to the Project objectives and milestones.

Task 2: STEP 2 Statement of Work (SOW), approved project budget, and approved project schedule.

The Recipient will prepare a SOW, Project Budget, and Project Schedule for Step 2 of the CID Program. The Step 2 SOW will include the tasks required for preparing a new or updating an existing SDP for the corridor. A Step 2 SOW Framework document is available for the Recipient to reference in preparing the SOW1.

The Step 2 SOW Framework document includes instructions to help the Recipient understand the intent of the tasks associated with the SDP and to tailor the SOW to the specific and unique circumstances of the individual corridor. The document provides a comprehensive description of tasks and subtasks that may be required to prepare a new or update an SDP.

Subtask 2.1: Existing Planning and Development Materials

The Recipient will provide FRA with existing materials of planning and development efforts in support of the corridor that may fulfill the SDP requirements as described in 49 U.S.C. § 25101(d) and identified in the CID Program Step 2 Draft Statement of Work Framework. The existing materials may include, but are not limited to, prior SDPs, reports, data, memoranda, Geographical Information Systems (GIS) data, analyses,

¹ https://railroads.dot.gov/sites/fra.dot.gov/files/2023-08/CIDP%20Step%202_SDP_SOW_Template_Draft_082224_PDFa.pdf

correspondence, and/or prior NEPA documentation. The Recipient will provide documentation on both methodologies and completed analyses from any relevant prior efforts.

The Recipient will provide an annotated list, based on an index provided by FRA, of the materials including a brief summary of the principal conclusions from the work already completed. The annotated list should demonstrate how work already completed fulfills the corresponding requirement of the SDP. The Recipient will coordinate with FRA to support the FRA's review and understanding of the materials. FRA will review these materials to support the review of the SOW for the SDP. FRA maintains the discretion to determine whether existing materials fulfill the objectives of the SDP.

Subtask 2.2: Statement of Work

The Recipient will submit a Draft Step 2 SOW to FRA for review. FRA will review and coordinate with the Recipient to revise as needed. Upon addressing all comments from FRA, the Recipient will submit a Final Step 2 SOW. Upon FRA review and acceptance of the Final Step 2 SOW, the Step 2 SOW will be used in preparing a Grant Agreement for Step 2 of the CID Program.

Subtask 2.3: Project Schedule

The Recipient will submit a Draft Project Schedule for completing the Step 2 SOW for FRA for review. FRA will review and coordinate with the Recipient to revise as needed. Upon addressing all comments from FRA, the Recipient will submit a Final Project Schedule. Upon FRA review and acceptance, the Approved Project Schedule will be used in preparing a Grant Agreement for Step 2 of the CID Program.

Subtask 2.4: Project Budget

The Recipient will submit a Draft Project Budget for completing the Step 2 SOW to FRA for review. The Draft Project Budget will present the estimated cost for each task and subtask within the Step 2 SOW including the breakdown of FRA and Non-Federal Contributions including the sources of Non-Federal Contributions. FRA will review and coordinate with the Recipient to revise as needed. Upon addressing all comments from FRA, the Recipient will submit a Final Step 2 Project Budget. Upon FRA review and approval, the Approved Project Budget will be used in preparing a Grant Agreement for Step 2 of the CID Program.

2.2.2 MEETINGS, PRESENTATIONS, PUBLIC INVOLVEMENT, AND REPORTS

An initial kick off meeting and various progress meetings, are required with City staff. Meeting with individual property owners and utilities may be needed. A public meeting to discuss the project with the public might be required. The selected firm will be required to prepare meeting invitations, exhibits, feedback surveys, PowerPoint presentation and other presentation materials. Grant reporting will be required for this project. Periodic reports to City staff on the progress of the project are required.

2.2.3 DELIVERABLE PRODUCTS

The selected team shall provide all deliverable products to the City Engineer for approval and dissemination. Hard copies and electronic copies of the deliverables will be required. The number of hard copies will depend on the deliverable. Electronic format for all submittals shall be compatible with the current City software. All deliverables will be made public on the City's website and/or by request.

Deliverables for task 1 include but not limited to:

1. Project Management Plan
2. Final Performance Report

Deliverables for task 2 include but not limited to:

1. Annotated List of existing planning and development materials
2. Statement of Work
3. Approved Project Schedule

4. Approved Project Budget

2.2.4 PROVISIONS BY THE CITY OF PEORIA

The City of Peoria will provide the following information to the selected firm:

1. Previous work related to the project, which is available here: <https://www.peoriagov.org/394/Peoria-Passenger-Rail>
2. Designation of a person from the city staff to act as the City's project manager with respect to the two-way flow of information and for the purposes of having direct access to staff's knowledge base. Such person shall have the authority to transmit instructions, receive information, interpret, and define existing City policy and decisions with respect to materials, equipment, and systems pertinent to the consultant services. However, the concurrence and authorization to begin any and all phases of this project shall reside with the City Manager.

2.3 LOCATION OF PROJECT

The Peoria to Chicago Passenger Rail corridor will originate in downtown Peoria and will terminate at Chicago Union Station to connect with Amtrak's rail network. The new corridor would provide service to serve Peoria, LaSalle-Peru, Ottawa, Morris, Joliet and CUS, with a flag stop at Utica for Starved Rock State Park.



2.4 PROJECT SCHEDULE

Selection will be made according to the following table:

RFQs advertised	March 22, 2024
Due date for Statement of Interest and Qualifications at 11:00 AM.....	April 11, 2024
Consultant interviews (if needed) and selection.....	May 3, 2024
Contract submitted to Council Agenda process.....	May 15, 2024
City Council Meeting at which Contract is Recommended for Approval	May 28, 2024

2.5 PROJECT DURATION

It is anticipated that, after a firm is selected, the preliminary engineering process will be completed within three to six months from the notice to proceed. The start date is dependent on when the city receives the executed grant agreement from the FRA. Specific timelines will be mutually agreed upon between the selected firm and the City. We anticipate starting approximately in June 2024 and having the work completed around October 2024. Project closeout should be completed around December 2024. The Corridor ID grant program Attachment 2 schedule is more generous; however, it is the city’s intent to complete the project sooner. The city’s standard engineering agreement is included as Appendix 2 City of Peoria Agreement Template for your review.

2.6 ESTIMATED BUDGET

The estimated budget for this project is not to exceed \$500,000.00. The project will be funded with a Federal Railroad Administration (FRA) Corridor Identification and Development Program grant.

3.0 PUBLIC NOTICE

The notice of Public Advertisement for Preliminary Engineering Services for the Peoria to Chicago Passenger Rail Service will appear in the local Peoria Journal Star newspaper, posted to the City of Peoria’s Webpage (www.peoriagov.org), posted to the City of Peoria’s e-alerts notification system on March 22, 2024 and emailed to IDOT’s prequalified consultants on the Transportation Studies-Railway Engineering and Transportation Studies-Railway Planning lists. The advertisement will allow 20 calendar days’ notice until all proposals are due on April 11.

4.0 CONFLICT OF INTEREST

Submit a disclosure statement with the response. The disclosure statement shall be the CONSULTANT DISCLOSURE STATEMENT attached in the appendix section.

5.0 SUSPENSION AND DEBARMENT

The City uses the SAM Exclusions, IDOT’s CPO’s website and the three other state CPO’s websites to verify suspensions and debarments. Submittals will be returned without being evaluated for vendors that are suspended or disbarred.

6.0 SUBMITTAL OF QUALIFICATIONS

Firms are to submit a written Statement of Interest and Qualification which presents the firm’s qualifications and understanding of the work to be performed. Selection criteria will include qualifications, comparable recent experience, local presence, knowledge of local requirements, policies and procedures, implementation of EEO requirements, capacity to perform work in the allotted time and overall approach to the project. Firms interested in submitting should have recent specific experience with this type of project.

The submission should include:

1. A cover letter that includes:
Name, address, and phone number of a contact person responsible for and knowledgeable of the Submittal.
2. Written response addressing each of the evaluation criteria listed in Section 7.0
3. Consultant's Disclosure Statement form attached to this solicitation.

Firms will need to address each of the criteria set forth in section 7.0 carefully and thoroughly, as all submittals will be ranked on a point value system. The evaluation will be based upon a head-to-head comparison with the other firms submitting.

An individual authorized by the engineering firm to bind the offer MUST sign any submittal. All submittals without a signature will be deemed non-responsive and will not be acceptable. The City of Peoria reserves the right to reject any or all submittals.

Fee structures shall not be submitted with this Request for Qualifications but will be subject to Negotiation with top-selected firms.

All provisions of this Request for Qualifications shall also follow the Federal Quality Based Selection (QBS) process which is included in IDOT Bureau of Local Roads and Streets (BLRS) policies and procedures, where applicable.

6.1 SUBMITTAL FORMAT

The submittal should be as concise as possible. Limit submittals to a maximum of eight (8) pages, not including personnel resumes or cover letter. Additional, promotional information should be avoided. The name of the firm and the location of the office that will have responsibility for the contract is required. **Six (6) hard copies and one (1) electronic copy (via USB or similar) of the submittal will be required.** E-mail submittals will not be accepted.

7.0 EVALUATION CRITERIA

A. Technical Approach (30%)

1. Approach to planning, organizing and management of the project(s) including tracking of schedules and budgets.
2. Ability to be innovative and self-sufficient in completing tasks.
3. Communication plan
4. Proposed project schedule

B. Firm Experience (25%)

1. Name, size and brief description of the firm and office overseeing the project, including the same information for any proposed sub-consultants.
2. Qualification and experience of the firm and subconsultants (if any)
3. If subconsultants are anticipated, describe the role proposed for each firm or subconsultant involved and the approximate percentage of work assigned.
4. Firm's experience providing services to municipalities.
5. Experience with FRA guidelines
6. Experience with FRA grant programs, specifically the Corridor ID program.
7. Name and contact information of three applicable references from previous clients on similar work for the firm and subconsultant (if any)

C. Staff Capabilities (20%)

- 1. Qualifications and experience of the key team member(s)
- 2. Qualifications and experience of team members
- 3. Resumes of key personnel anticipated being assigned to the project(s)
- 4. An organizational chart showing the proposed role of staff on the projects and firm affiliation (if more than one firm is involved)

D. Workload Capacity (15%)

- 1. Ability to provide resources for the project efficiently and effectively.
- 2. Present and anticipated future commitments of key staff expected to be assigned to this project.

E. Local Presence and DBE Goals (10%)

- 1. Points under this criterion will be awarded to firms that propose to have a local office during the performance of this contract and commit to the DBE goals.

8.0 SELECTION PROCEDURE

A total point value for each submittal will be determined by the composite evaluation of the Selection Committee. The team with the highest overall point total will be ranked first. The Selection Committee will determine the best qualified team by consensus and will interview firms if deemed necessary. If interviews are required, they will be scheduled on May 3, 2024. The interviews will include a short presentation, no more than 30 minutes followed by questions from the interview panel. Future steps of the program will go through the quality-based selection (QBS) process. The consultant selected to complete step 1 will be eligible to compete for future steps of the CID program.

The City reserves the right to waive all technicalities and to reject any or all Statements of Interest and Qualifications.

<u>Criteria</u>	<u>Possible Points</u>
Technical Approach	30
Firm Experience	25
Staff Capabilities	20
Workload Capacity	15
Local Presence and DBE Goals	10
Total Maximum Points	100

9.0 INVOICES AND PAYMENT

The firm shall submit invoices at the end of each calendar month; such statements shall be inclusive of a detailed breakdown of all charges incurred. The detail shall indicate the personnel name, title, rate of pay, hours charged, and task worked. All direct costs shall be itemized. Multipliers will be clearly indicated and applied to total man-hours summated for the period. Invoices shall be based upon actual hours of performance.

Invoices shall be accompanied by progress reports. The invoices will not be considered complete without a progress report and will be deemed unpayable. The progress report will be inclusive of rates of completion for all tasks scoped and for rates of completion for all deliverable products.

10.0 EEO AND VENDOR REGISTRATION

To be awarded a contract, all Suppliers, Vendors, and Contactors to the City of Peoria must be registered in the City of Peoria’s Contract Compliance Program and have a current EEO Certification number. This program is unrelated to any State and Federal program. The number is secured by completing and submitting, under notary seal, an Employer report form CC-1 (with required sexual harassment policy attached) to the City’s Equal Opportunity Office. Please note that the Certificate of Compliance is valid for one year and must

be annually renewed. The form may be requested on-line from the City's Website at <https://www.peoriagov.org/845/Vendor-Forms>. The forms can also be obtained by writing or calling:

City of Peoria
Equal Opportunity Office
419 Fulton Street Suite 303
Peoria, IL 61602
(309) 494-8530 Voice
eo@peoriagov.org

In accordance with Chapter 17 of the Peoria Municipal Code, a fifty-dollar (**\$50.00**) processing fee will be charged with each original submission of the Employer Report Form CC-1 that results in an approved certificate as well as the Annual Renewal Application. The only exception to payment of the processing fee is neighborhood associations.

Although all vendors are encouraged to obtain Equal Employment Opportunity Certification, vendors do not need an Equal Opportunity Certification to respond to a submittal. The EEO Certification Number is only required prior to the award of the contract.

10.1 SUBCONSULTANT UTILIZATION

The City of Peoria is committed to promoting equal opportunity and has established the following sub-consultant utilization goals for City funded projects: 10% MBE and 5% WBE. The selected team will have an obligation to make a good faith effort to advance the City's commitment to increase diversity among the teams working on City projects.

11.0 EMPLOYEE/EMPLOYMENT RESTRICTIONS- THE CONSULTANT:

THE CONSULTANT, (hereinafter referred to as "SERVICE PROVIDER") agrees, as a condition of accepting this contract with the City of Peoria, that, for a period of one (1) year following completion of this contract, it shall be prohibited from hiring, directly or indirectly, any City employee or official who was involved, directly or indirectly in: (1) the selection and/or recommendation to select the SERVICE PROVIDER for performance of this contract; (2) coordinating the efforts of the SERVICE PROVIDER in the consummation or completion of this contract; or (3) monitoring or determining the performance of the SERVICE PROVIDER. The SERVICE PROVIDER further acknowledges and agrees that, upon the City's determination that a violation of this provision has occurred, the penalty imposed, at the sole discretion of the City, may include one or more of the following: (1) cancellation of any other contract(s) between the City of Peoria and the SERVICE PROVIDER; (2) disqualification of the SERVICE PROVIDER from bidding or being awarded future contracts with the City of Peoria for a period of two [2] years; and/or (3) payment of liquidated damages to the City of Peoria in the amount of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00). *This section shall not apply to any City Employee involved in the 2020-2021 reduction in force, furlough or early retirement incentive offered by the city within 2020-2021.* **For more information see Ordinance Section 2-342 Procurement: revolving door prohibition.**

12.0 OMISSION OF SCOPE

Please indicate if you believe a major item(s) is (are) missing from scope of services outlined in RFQ.

13.0 QUESTIONS

All information regarding the project is contained within the contents of this request. Questions or comments regarding the request or the process related to the request should be submitted via email to the Assistant City Engineer, Paola Mendez-Silvagnoli at pmendez@peoriagov.org.

Appendix

1. Attachment 2: Project-Specific Terms and Conditions
2. City of Peoria Agreement Template
3. Consultant Disclosure Statement

Attachment 2

PROJECT-SPECIFIC TERMS AND
CONDITIONS

NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION

Project-Specific Terms and Conditions
Table of Contents

ARTICLE 1: PROJECT-SPECIFIC DESIGNATIONS..... 4

1.1 Recipient 4

1.2 Project and Purpose..... 4

1.3 Program Designations..... 4

ARTICLE 2: SPECIAL TERMS AND CONDITIONS 4

ARTICLE 3: ADMINISTRATIVE INFORMATION 4

3.1 Application 4

3.2 FRA Awarding Official..... 5

3.3 Federal Award Date 5

3.4 Program Name and Assistance Listings Number 5

3.5 Recipient’s Unique Entity Identifier 5

3.6 Federal Award Identification Number 5

ARTICLE 4: STATEMENT OF WORK..... 5

4.1 General Project Description..... 5

4.2 Project Location 6

4.3 Project Scope 8

4.4 Implement Required Environmental Commitments..... 12

ARTICLE 5: AWARD DATES AND ESTIMATED PROJECT SCHEDULE 12

5.1 Award Dates..... 12

5.2 Estimated Project Schedule 12

ARTICLE 6: AWARD AND PROJECT FINANCIAL INFORMATION 13

6.1 Award Amount..... 13

6.2 Federal Obligation Information 13

6.3 Federal Authorization and Funding Source. 13

6.4 Funding Availability..... 13

6.5 Approved Project Budget..... 13

6.6 Pre-Award Costs..... 15

6.7 Phased Funding Agreement..... 15

ARTICLE 7: PERFORMANCE MEASUREMENT INFORMATION 15

NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION

ARTICLE 8: ENVIRONMENTAL COMPLIANCE..... 15

ARTICLE 9: CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS..... 16

9.1 Consideration of Climate Change and Environmental Justice Impacts 16

9.2 Supporting Narrative..... 17

ARTICLE 10: RACIAL EQUITY AND BARRIERS TO OPPORTUNITY 18

10.1 Efforts to Improve Racial Equity and Reduce Barriers to Opportunity..... 18

10.2 Supporting Narrative..... 19

ARTICLE 11: LABOR AND WORK 19

11.1 Efforts to Support Good-Paying Jobs and Strong Labor Standards 19

11.2 Supporting Narrative..... 21

NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION

ARTICLE 1: PROJECT-SPECIFIC DESIGNATIONS

1.1 Recipient

This Agreement (Agreement) is between the Federal Railroad Administration (FRA) and the City of Peoria (the Recipient).

1.2 Project and Purpose

The purpose of this award is to fund a Corridor Identification and Development (CID) Program Step 1 grant for the Peoria to Chicago Passenger Rail Service (the Project¹), as described in Article 4 of this Attachment 2, to help achieve the goals identified in the “Notice of Solicitation of Corridor Proposals and Funding Opportunity for the Corridor Identification and Development Program” published on December 20, 2022. FRA and the Recipient will accomplish that purpose by timely completing the Project and ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Application.

1.3 Program Designations

- (a) Research and Development. This award is not for research and development.
- (b) Project Size. This award is for a non-Major Project as that term is defined in FRA Guidance on Development and Implementation of Railroad Capital Projects, January 11, 2023 (Railroad Capital Projects Guidance).
- (c) Phased Funding. This award is not a phased funding agreement as further discussed in Section 6.7 of this Attachment 2.
- (d) Grant or Cooperative Agreement. This award is made as a Cooperative Agreement.
- (e) Security Risk. This award is for a Project that has a low security risk.

ARTICLE 2: SPECIAL TERMS AND CONDITIONS

There are no special terms for this award.

ARTICLE 3: ADMINISTRATIVE INFORMATION

3.1 Application

Application Title: Peoria to Chicago Passenger Rail Service

Application Date: 3/22/2023

¹ For purposes of this Agreement, the term “Project” refers to the scope of this grant.

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3.2 FRA Awarding Official

FRA Office of Railroad Development
Federal Railroad Administration
1200 New Jersey Ave, SE
Washington, DC 20590
FRA-Grants@dot.gov

3.3 Federal Award Date

The “Federal Award Date” is the effective date of this Agreement, as defined under Section 24.4 of Attachment 1 of this Agreement.

3.4 Program Name and Assistance Listings Number

For the CID Program, the Assistance Listings Number is 20.326 and the Assistance Listings Title is “Federal-State Partnership for Intercity Passenger Rail”.

3.5 Recipient’s Unique Entity Identifier

The Recipient’s Unique Entity Identifier, as defined at 2 C.F.R. § 25.415, is listed in Section 1B on the Agreement cover sheet.

3.6 Federal Award Identification Number

The Federal Award Identification Number is listed in Section 2 on the Agreement cover sheet as the “Agreement Number.”

ARTICLE 4: STATEMENT OF WORK

4.1 General Project Description

Instructions: Provide a concise description of the Project funded under this Agreement. Section 4.1 should state the objective of the Project and the benefits that the Project is intended to achieve. Project objectives and benefits inform—and should be consistent with—the Performance Measures in Article 7 of this Attachment 2, Performance Measurement Information.

Objective:

The objective of this Project is to bring passenger rail from downtown Peoria to Chicago Union Station (CUS) which will connect with Amtrak’s rail network via a new connection somewhere on the Metra RI district. The new corridor would provide service for round trips daily to serve Peoria, Peru/LaSalle, Ottawa, Morris, Joliet and CUS, with a flag stop at Utica for Starved Rock State Park. Under the Corridor ID program structure, this agreement is to complete Step 1 of the Corridor ID program to develop a Step 2 Statement of Work (SOW), Project Budget, and Project Schedule to develop a Service Development Plan (SDP) in Step 2 of the program.

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Benefits:

The main goal of the Peoria to Chicago Passenger Rail Project is to provide for an alternative mode of travel to a large segment of Central Illinois that currently has no access to passenger or commuter rail. The proposed Corridor involves the counties of Peoria, Tazewell, Marshall, Putnam, Bureau, LaSalle, Grundy, Will, and Cook in the State of Illinois. New stations are proposed for the communities of Peoria, LaSalle-Peru, a flag stop at Utica for Starved Rock State Park, Ottawa, and Morris, along with connections in Joliet and Chicago Union Station.

Development of this Corridor addresses existing barriers to opportunities through enhanced geographic and economic diversity, reduced auto dependency, supportive of transit-oriented development, and expanded employment opportunities to the cities along the Corridor. Overall Corridor benefits are expected to include supporting economic vitality of local businesses, expanding multi-modal travel options, and enhancing competitiveness of rail travel, all of which can lead to enhanced regional equity and geographic diversity. Specific benefits are anticipated to include travel time savings, vehicle operating cost savings, and accident reduction, along with non-quantifiable benefits, such as transportation diversity, economic input due to the vast construction dollars introduced to the local economy, appreciation of commercial property values at and around stations, job creation in area around stations, and livability and equity due to the extended access to employment centers and medical service.

The Corridor would provide direct connections to the Amtrak national rail system. Chicago Union Station (CUS) is the center of Amtrak's national system. Connecting to CUS would create benefits for other passenger rail routes across the Midwest, including the existing four Amtrak routes operating in Illinois and national Amtrak routes.

4.2 Project Location

Instructions: Provide information related to the geographic scope of the project, as well as identify important related intercity corridors or service. The project location should be specific and detailed, including GPS location(s) and mileposts where possible. Planning projects should identify the study area and provide a map identifying, at a minimum, the major markets intended to be served. If the project route has been determined, the Recipient will identify any relevant host railroads.

This new Peoria to Chicago passenger locally preferred corridor can be described as the 1937-1978 former Rock Island Peoria Rocket passenger route. It will originate in downtown Peoria and will terminate at Chicago Union Station (CUS) to connect with Amtrak's rail network via a new connection at a point to be determined on the Metra Rock Island district. This corridor would bring passenger rail service to other communities including LaSalle-Peru (commonly known as), Ottawa, and Morris, that currently do not have rail service as a transportation option. The City of Peoria, the 8th largest city in Illinois by population, is the largest metropolitan area in the state without passenger rail service. Currently the railroads involved are the Tazewell & Peoria Railroad, the Iowa Interstate Railroad, CSX Transportation (CSX), Metra, and Amtrak (CUS). The new corridor would provide service for 5 round trips daily to serve Peoria, LaSalle-Peru, Ottawa, Morris, Joliet and CUS, with a flag stop at Utica for Starved Rock State Park.

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Section VI Corridor Location Table				
Station/Hand-off	Railroad	MP	Latitude	Longitude
Peoria	TZPR	1.85	40.68762°N	89.59050°W
RR change	TZPR/IAIS	5.09/158.05	40.72516°N	89.55321°W
RR change	IAIS/CSX	98.18/98.18	41.32751°N	89.08425°W
Peru-LaSalle	CSX	99.05	41.32741°N	89.10129°W
Utica	CSX	94.07	41.34266°N	89.00947°W
Ottawa	CSX	84.80	41.35490°N	88.84507°W
Morris	CSX	61.87	41.36404°N	88.42452°W
RR change	CSX/Metra	40.67/40.5	41.52192°N	88.08602°W
Joliet	Metra	40.20	41.52439°N	88.07743°W
RR change	Metra/Amtrak	TBD		
Chicago Union Station	Amtrak	0.00	41.87863°N	87.64033°W

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4.3 Project Scope

The project scope will compile an FRA approved Service Development Plan (SDP) (known in the CID Program as Step 1) by completing a detailed financial estimate and schedule to perform the following:

Instructions: In this Section, divide the Project scope into discrete and delineable tasks. If the project funded under this agreement is part of a larger effort, describe that larger effort, but link tasks

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specifically to the FRA-funded portion of the Project. Clearly define the work to be performed in each task and be sure tasks are linked to deliverables and incorporated into the Project Schedule.

The Recipient will notify FRA in writing of any requested changes in Project Scope and will not proceed with the changed scope unless approved by FRA in writing. If approved, changes to Project Scope may require additional environmental review or an amendment to this Agreement.

Task 1: Step 1 Project Administration and Management

Subtask 1.1: Project Administration

Instructions: Identify all Project partners and other entities responsible for implementing the Project. Identify all actions the Recipient will perform to ensure the effective management and oversight of the Project

The Recipient will perform all tasks required for the Project through a coordinated process, which will involve affected railroad owners, operators, and funding partners, including:

- Funding Partners
 - FRA
 - Illinois Department of Transportation (IDOT)
 - City of Peru, IL
 - City of LaSalle, IL
 - City of Utica, IL
 - City of Ottawa, IL
 - City of Morris, IL
 - Peoria County, IL
 - Tri-County Regional Planning Commission
 - North Central Illinois Council of Governments
- Railroad Owners and operators
 - Iowa Interstate Railroad
 - CSX Transportation (CSX)
 - Tazewell and Peoria Railroad (TZPR)
 - Metra
 - Amtrak

The Recipient will facilitate the coordination of all activities necessary for implementation of the Project. The Recipient will:

- complete necessary steps to hire a qualified consultant/contractor to perform required Project work, as necessary;
- execute on the approved Project Management Plan required in Subtask 1.2;
- hold regularly scheduled Project meetings with FRA;
- inspect and approve work as it is completed; and
- participate in other coordination, as needed.

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Subtask 1.2: Step 1 Project Management Plan

The Recipient will prepare a Project Management Plan (PMP) for Step 1 that describes how the Project will be implemented and monitored to ensure effective, efficient, and safe delivery of the Project on time and within budget. The PMP will describe the activities and steps necessary to complete the tasks outlined in this Statement of Work.

The PMP will include a Project Schedule and Project Budget for the work to be performed under this Agreement. The Project Schedule will be consistent with the Estimated Project Schedule in Section 5.2 of Attachment 2, but provide a greater level of detail. Similarly, the Project Budget should be consistent with the Approved Project Budget in Section 6.5 of Attachment 2, but provide a greater level of detail.

The Recipient will submit the PMP to FRA for review and approval. The Recipient will implement the Project as described in the approved PMP. The Recipient will not begin work on subsequent tasks until FRA has provided written approval of the PMP, unless FRA has provided pre-award authority for such work under Section 6.6 of this Attachment 2. FRA will not reimburse the Recipient for costs incurred in contravention of this requirement.

FRA may require the Recipient to update the PMP. The Recipient will submit any such updates to FRA for review and approval, and FRA will determine if updates to the PMP require an amendment to this Agreement. The Project Budget and Project Schedule may be revised consistent with Article 5 of Attachment 1 of this Agreement without amending this Agreement.

Subtask 1.3: Project Closeout

The Recipient will submit a Final Performance Report as required by Section 7.2 of Attachment 1 of this Agreement, which should describe the cumulative activities of the Project, including a complete description of the Recipient’s achievements with respect to the Project objectives and milestones.

Task 1 Deliverables:

Deliverable ID	Subtask	Deliverable Name
1.1	1.2	Project Management Plan
1.2	1.3	Final Performance Report

Task 2: STEP 2 STATEMENT OF WORK (SOW), APPROVED PROJECT BUDGET, AND APPROVED PROJECT SCHEDULE

The Recipient will prepare a SOW, Project Budget, and Project Schedule for Step 2 of the CID Program. The Step 2 SOW will include the tasks required for preparing a new or updating an existing SDP for the

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corridor. A Step 2 SOW Framework document is available for the Recipient to reference in preparing the SOW².

The Step 2 SOW Framework document includes instructions to help the Recipient understand the intent of the tasks associated with the SDP and to tailor the SOW to the specific and unique circumstances of the individual corridor. The document provides a comprehensive description of tasks and subtasks that may be required to prepare a new or update an SDP.

Subtask 2.1: Existing Planning and Development Materials

The Recipient will provide FRA with existing materials of planning and development efforts in support of the corridor that may fulfill the SDP requirements as described in 49 U.S.C. § 25101(d) and identified in the CID Program Step 2 Draft Statement of Work Framework. The existing materials may include, but are not limited to, prior SDPs, reports, data, memoranda, Geographical Information Systems (GIS) data, analyses, correspondence, and/or prior NEPA documentation. The Recipient will provide documentation on both methodologies and completed analyses from any relevant prior efforts.

The Recipient will provide an annotated list, based on an index provided by FRA, of the materials including a brief summary of the principal conclusions from the work already completed. The annotated list should demonstrate how work already completed fulfills the corresponding requirement of the SDP. The Recipient will coordinate with FRA to support the FRA's review and understanding of the materials. FRA will review these materials to support the review of the SOW for the SDP. FRA maintains the discretion to determine whether existing materials fulfill the objectives of the SDP.

Subtask 2.2: Statement of Work

The Recipient will submit a Draft Step 2 SOW to FRA for review. FRA will review and coordinate with the Recipient to revise as needed. Upon addressing all comments from FRA, the Recipient will submit a Final Step 2 SOW. Upon FRA review and acceptance of the Final Step 2 SOW, the Step 2 SOW will be used in preparing a Grant Agreement for Step 2 of the CID Program.

Subtask 2.3: Project Schedule

The Recipient will submit a Draft Project Schedule for completing the Step 2 SOW for FRA for review. FRA will review and coordinate with the Recipient to revise as needed. Upon addressing all comments from FRA, the Recipient will submit a Final Project Schedule. Upon FRA review and acceptance, the Approved Project Schedule will be used in preparing a Grant Agreement for Step 2 of the CID Program.

Subtask 2.4: Project Budget

The Recipient will submit a Draft Project Budget for completing the Step 2 SOW to FRA for review. The Draft Project Budget will present the estimated cost for each task and subtask within the Step 2 SOW including the breakdown of FRA and Non-Federal Contributions including the sources of Non-Federal Contributions. FRA will review and coordinate with the Recipient to revise as needed. Upon addressing all comments from FRA, the Recipient will submit a Final Step 2 Project Budget. Upon FRA review and

² https://railroads.dot.gov/sites/fra.dot.gov/files/2023-08/CIDP%20Step%202_SDP_SOW_Template_Draft_082224_PDFa.pdf

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approval, the Approved Project Budget will be used in preparing a Grant Agreement for Step 2 of the CID Program.

Task 2 Deliverables:

Deliverable ID	[Subtask]	Deliverable Name
2.1	Existing Planning and Development Materials	Annotated List of Existing Planning and Development Materials
2.2	Statement of Work	SDP (Step 2) Statement of Work
2.3	Approved Project Schedule	SDP (Step 2) Approved Project Schedule
2.4	Approved Project Budget	SDP (Step 2) Approved Project Budget

4.4 Implement Required Environmental Commitments

The Recipient will implement the Project consistent with the documents and environmental commitments identified below.

None.

ARTICLE 5: AWARD DATES AND ESTIMATED PROJECT SCHEDULE

5.1 Award Dates

Budget Period End Date: [This is the same as the date in Section 5 on the Agreement cover sheet]
August 31, 2025

Period of Performance End Date: [This is the same as the end date in Section 4 of the Agreement cover sheet] August 31, 2025

5.2 Estimated Project Schedule

Milestones associated with this Agreement are identified in Table 5-A: Estimated Project Schedule. The Recipient will complete these milestones to FRA's satisfaction by the Schedule Date, subject to Article 5 of Attachment 1 of this Agreement. The Recipient will notify FRA in writing when it believes it has achieved the milestone.

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Note: The Estimated Project Schedule should identify significant milestones in Project advancement, such as completion of tasks. It should not include incremental steps toward meeting those milestones, which should instead be included in the detailed schedule provided as part of the PMP. Section 5.3 of Attachment 1 of this Agreement provides that the Recipient will request an amendment to update the Estimated Project Schedule if the Recipient’s estimate for a milestone changes to a date that is more than six months after the date listed.

Instructions: Illustrative milestones are identified in the below table. Provide additional or alternative milestones as appropriate for the Project.

Table 5-A: Estimated Project Schedule

Milestone	Schedule Date
Project Performance Plan (Task 1.1)	June 30, 2024
Existing Planning and Development Materials (Task 2.1)	June 30, 2024
Statement of Work (Task 2.2)	February 28, 2025
Approved Project Schedule (Task 2.3)	May 31, 2025
Approved Project Budget (Task 2.4)	May 31, 2025

ARTICLE 6: AWARD AND PROJECT FINANCIAL INFORMATION

6.1 Award Amount

Agreement Federal Funds: \$500,000 of Federal funds obligated under this Agreement.

6.2 Federal Obligation Information

Federal Obligation Type: Single

6.3 Federal Authorization and Funding Source.

Authorizing Statute: 49 U.S.C. § 25101(a)

Appropriation: Infrastructure Investment and Jobs Act, Public Law 117–58, div. J, title VIII (Nov. 15, 2021)

6.4 Funding Availability

Program funding that is obligated under this Agreement remains available until expended.

6.5 Approved Project Budget

The estimated total Project cost under this Agreement is up to \$500,000

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FRA will contribute a maximum of 100 percent of the total Project cost, not to exceed the Agreement Federal Funds in Section 6.1 of this Attachment 2.

The Recipient will contribute \$0 in Agreement Non-Federal Funds.

The Recipient will complete the Project to FRA’s satisfaction within the Approved Project Budget, subject to Article 5 of Attachment 1 of this Agreement.

Instructions: Complete Tables 6-A and 6-B to identify the Approved Project Budget by Task and by Source. Remove any rows or columns that are not applicable or note in the table that those rows/columns are not applicable. Both tables may need to be modified or expanded for more complex projects, or, for example, to identify more than one source of non-Federal funds.

Table 6-A: Approved Project Budget by Task

Task #	Task Title	Agreement Federal Funds	Agreement Non-Federal Funds	Total
1	Project Administration and Management	\$75,000	\$0	\$
2	Step 2 Statement of Work, Project Budget, and Project Schedule	\$425,000	\$0	\$
Total		\$500,000	\$0	Total Project Cost: \$500,000

Table 6-B: Approved Project Budget by Source

Funding Source	Total Amount	Percentage of Total Project Cost
Federal Share	\$500,000	100%
Agreement Federal Funds	\$500,000	100%
Corridor ID Program	\$500,000	100%
Agreement Non-Federal Funds	\$0	0%

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6.6 Pre-Award Costs

None. Consistent with 2 C.F.R. part 200, costs incurred before the date of this Agreement are not allowable costs under this award. FRA will neither reimburse those costs under this award nor consider them as a non-Federal cost-sharing contribution to this award.

6.7 Phased Funding Agreement

Not applicable.

ARTICLE 7: PERFORMANCE MEASUREMENT INFORMATION

Table 7-A: Performance Measurement Table identifies the performance measures that this Project is expected to achieve. These performance measures will enable FRA to assess the Recipient’s progress in achieving grant program goals and objectives. The Recipient will report on these performance measures in accordance with the frequency and duration specified in Table 7-A.

Upon Project completion, the Recipient will submit reports comparing the actual Project performance of the new and or improved asset(s) against the pre-Project (baseline) performance and expected post-Project performance as described in Table 7-A. The Recipient will submit the performance measures report to the Project Manager in accordance with Table 7-A.

Table 7-A: Performance Measurement Table

Goal	Objective	Performance Measure	Description of Measure	Reporting
Goal 1	Applicant complete Step 2 Statement of Work, Project Budget, and Project Schedule (Deliverable 2.1 to 2.4)	<i>Completion of Step 2 Statement of Work, Project Budget, and Project Schedule (Deliverable 2.1 to 2.4)</i>	<i>Approved Step 2 Statement of Work, Project Budget, and Project Schedule (Deliverable 2.1 to 2.4)</i>	Upon Completion

ARTICLE 8: ENVIRONMENTAL COMPLIANCE

In accordance with the National Environmental Policy Act (NEPA; 42 U.S.C. § 4321 et seq.), other environmental statutes, related regulatory requirements, and FRA’s NEPA-implementing regulations (23 C.F.R. part 771), FRA has determined that the actions funded under this Agreement as described in this Attachment 2, Section 4.3, Tasks 1 and 2, are categorically excluded from detailed environmental review pursuant to 23 C.F.R. § 771.116 (c)(1) and (3). In accordance with Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108; 36 C.F.R. part 800), FRA has also determined that the actions funded under this Agreement have no potential to cause effects to historic properties. The actions do not require the use of property protected by Section 4(f) of the Department of Transportation Act (49 U.S.C. § 303; 23 C.F.R. part 774).

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Categorical exclusions (CEs) are actions identified in an agency’s NEPA-implementing procedures that do not normally have a significant impact on the environment and therefore do not require either an environmental assessment (EA) or environmental impact statement (EIS). See 40 C.F.R. § 1508.1(d). In analyzing the applicability of a CE, FRA also considered whether unusual circumstances are present that would warrant a more detailed environmental review through the preparation of an EA or EIS. In accordance with 23 C.F.R. § 771.116 (a) and (b), FRA has further concluded that no unusual circumstances exist with respect to development of the activities funded under this grant that might trigger the need for a more detailed environmental review.

Should conditions or the scope of the action change, the Recipient must notify FRA and receive written response and notice to proceed before proceeding. FRA will evaluate whether this determination remains applicable or if additional environmental review is necessary.

ARTICLE 9: CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

9.1 Consideration of Climate Change and Environmental Justice Impacts

Instructions: Insert an “X” in the left column in all applicable rows of the table below. For each row marked, follow the relevant instructions to complete the supporting narrative in Section 9.2 of this Attachment 2. FRA expects the Recipient to mark at least one row in Section 9.1, 10.1, or 11.1 of this Attachment 2. FRA will work with the Recipient prior to obligation to understand and document the how the Recipient has or will consider climate change and environmental justice impacts in developing and implementing the Project.

This Section identifies how the Project addresses climate change and environmental justice priorities. The Recipient certifies that rows marked with “X” in the following table are accurate:

	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Recipient or a Project partner used environmental justice tools, such as the EJSCREEN, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i>
X	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i>

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X	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i>
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i>
	The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i>
	The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i>
	The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i>
	The Project improves disaster preparedness and resiliency. <i>(Describe how in the supporting narrative below.)</i>
	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. <i>(Describe how in the supporting narrative below.)</i>
X	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i>
	The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i>
	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. <i>(Describe the materials in the supporting narrative below.)</i>
X	The Project includes other actions or attributes that address climate change and environmental justice. <i>(Describe those actions in the supporting narrative below.)</i>
X	The Project does not include actions or attributes that address climate change and environmental justice but, before beginning construction of the Project, the Recipient will take relevant actions described below to address climate change and environmental justice impacts of the Project. <i>(Identify the relevant actions in the supporting narrative below.)</i>

9.2 Supporting Narrative

Instructions: Provide a brief supporting narrative as indicated in the table above.

Step 1 of the Corridor ID program serves as the planning effort for the prospective Peoria to Chicago Passenger Rail Service project. As such, no actions or attributes that address climate change and

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environmental justice occurs within this Agreement. However, the future efforts of the Project supports shifting passengers from vehicles trips between Peoria-LaSalle-Chicago to passenger rail trips. Shifting trips to passenger rail will reduce demand and emissions from vehicles traveling between these destinations for business, medical or leisure reasons because less vehicles will be on the roads. The new passenger rail trips will move along an existing, underutilized rail corridor between Peoria and Morris. The existing corridor will be improved to increase reliability, speeds and bring crossings and bridges to a state of good repair. Additionally, in many of the station communities, abandoned or underutilized structures will be transformed into a modern train station. These efforts will bring more activity to the downtown business districts of Peoria, LaSalle/Peru, Utica, Ottawa, and Morris and makes these communities more vibrant.

ARTICLE 10: RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

10.1 Efforts to Improve Racial Equity and Reduce Barriers to Opportunity

Instructions: Insert an “X” in the left column in all applicable rows of the table below. For each row marked, follow the relevant instructions to complete the supporting narrative in Section 10.2 of this Attachment 2. FRA expects the Recipient to mark at least one row in Section 9.1, 10.1, or 11.1 of this Attachment 2. FRA will work with the Recipient prior to obligation to help the Recipient understand and document the how the Recipient has or will consider efforts to improve racial equity and reduce barriers to opportunity in developing and implementing the Project.

This Section identifies how the Project addresses efforts to improve racial equity and reduce barriers to opportunity. The Recipient certifies that rows marked with “X” in the following table are accurate:

	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
X	The Recipient or a Project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>

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	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the Project, the Recipient will take relevant actions described below to improve racial equity and reduce barriers to opportunity. <i>(Identify the relevant actions in the supporting narrative below.)</i>

10.2 Supporting Narrative

Instructions: Provide a brief supporting narrative as indicated in the table above.

The City of Peoria Equal Opportunity Office (EOO), under the direction of the Chief Diversity and Inclusion Officer, works to ensure fair and equitable practices within the City of Peoria. Please visit <https://www.peoriagov.org/249/Equal-Opportunity-Office> to discover more detail about how the EOO develops, implements strategies that prevent discrimination and improve access to minority and woman owned businesses across all industries that would be involved with the Project.

Additionally, the Recipient is working with the Illinois Department of Transportation (IDOT). IDOT also ensures the implementation of equitable and fair opportunities through its Disadvantaged Business Enterprise (DBE) program which is enforced during planning, engineering, and construction activities on IDOT projects.

ARTICLE 11: LABOR AND WORK

11.1 Efforts to Support Good-Paying Jobs and Strong Labor Standards

Instructions: Insert an "X" in the left column in all applicable rows of the table below. For each row marked, follow the relevant instructions to complete the supporting narrative in Section 11.2 of this Attachment 2. FRA expects the Recipient to mark at least one row in Section 9.1, 10.1, or 11.1 of this Attachment 2. FRA will work with the Recipient prior to obligation to help the Recipient understand and document the how the Recipient has or will consider efforts to support good-paying jobs and strong labor standards in developing and implementing the Project.

This Section identifies the Recipient’s efforts to support good-paying jobs and strong labor standards related to the Project. The Recipient certifies that rows marked with “X” in the following table are accurate:

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	The Recipient or a Project partner has adopted the use of project labor agreements in the overall delivery and implementation of the Project. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>
	The Recipient or a Project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project, subject to all applicable State and local laws, policies, and procedures. <i>(Describe the relevant provisions in the supporting narrative below.)</i>
X	The Recipient or a Project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. <i>(Describe the use of registered apprenticeships in the supporting narrative below.)</i>
X	The Recipient or a Project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a Project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. <i>(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)</i>
	The Recipient or a Project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. <i>(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)</i>
X	The Recipient or a Project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>

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X	<p>The Recipient or a Project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hiring and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including:</p> <ul style="list-style-type: none"> a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law; b. proactive partnerships with the U.S. Department of Labor’s Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements; c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements; d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin; e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and f. maintaining robust anti-retaliation measures covering employees and contractors. <p><i>(Describe the equal opportunity plan in the supporting narrative below.)</i></p>
	<p>The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i></p>
	<p>The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take the relevant actions described below. <i>(Identify the relevant actions in the supporting narrative below.)</i></p>

11.2 Supporting Narrative

Instructions: Provide a brief supporting narrative as indicated in the table above.

Step 1 of the Corridor ID program serves as the planning effort for the prospective Peoria to Chicago Passenger Rail Service project. As such, no actions have been taken for the creation of good-paying jobs at this stage. However, before beginning construction of the Project, the City of Peoria will work with the Illinois Department of Transportation’s (IDOT) Illinois Works Job Program to hire trainees and apprentices for the construction of projects.

The Recipient will also ensure fair and equitable hiring practices and workforce development through the City of Peoria Equal Opportunity Office (EOO), which mandate requirements related to City hiring practices as well as the procurement of consultant and construction firms. Please visit <https://www.peoriagov.org/249/Equal-Opportunity-Office> for more specific information.

###

Agreement for Engineering Services

Dated _____.

**Between
City of Peoria
and**

Agreement for Engineering Services

This Agreement is dated _____ (“Agreement”) and is between the City of Peoria, an Illinois home-rule municipal corporation, located at 419 Fulton Street, Peoria, Illinois 61602 (“City”) and _____, a corporation, located at _____ (“Consultant”).

The City issued a request for qualifications for engineering services to be performed in or on behalf of the City of Peoria for the Spring Street Reconstruction to Complete Green Street project.

Consultant submitted a response and statement of qualifications.

The City Council of the City of Peoria (“City Council”) accepted Consultant’s selection on September 26, 2023, at its regularly scheduled City Council meeting.

The parties therefore agree as follows:

1. Term.

- 1.1. The term of this Agreement begins on the date set forth in the introductory clause and continues through _____.

2. Services to be performed by Consultant.

- 2.1. Engineer shall provide, or cause to be provided, if part of its scope, the services set forth herein and in the attached Exhibits (collectively, the “Services”), attached hereto and incorporated as though fully set forth herein.
- 2.2. Consultant is not authorized to undertake any project without a duly executed agreement, which will specify the Services to be performed and the time for Services to be completed. Consultant recognizes that the City may employ several different consultants to perform the Services described and that Consultant has not been employed as the exclusive agent to perform any such Services.
- 2.3. The Consultant agrees to make their best commercially reasonable effort to pursue the work contracted for by the City in the most cost-effective manner while preserving the quality of product to be delivered and subject to the provisions of § 5 herein.
- 2.4. This Agreement shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction or any phase of professional services performed by others based upon Services or Service product provided by the Consultant. All obligations of the Consultant accepted under this Agreement shall cease if construction or subsequent professional Services are not commenced within 5 years after final delivery of professional Services or work product pursuant to this Agreement.
- 2.5. At any time during construction or during any phase of professional services performed by others based on Services or Service product provided by the Consultant, including after the expiration or cancellation of this Agreement, the Consultant will have a continuing obligation to

confer with the City and others upon request for the purpose of interpretation or providing clarification of the Services or work product provided by the Consultant.

- 2.6. Consultant may be required to complete documents and comply with conditions required based on the funding source for the project, to be included in the Scope of work attached to this agreement.

3. Compensation

- 3.1. The total fee of all projects completed under this Agreement shall not exceed \$_____. The City retains the option to extend the time of this Agreement and/or increase the fee limit with City Council approval. The City is not liable for the payment for any Services performed by personnel in a job classification that is not listed on the Schedule of Hourly Charges.
- 3.2. The Consultant agrees to provide the Services and the City agrees to compensate the Consultant for these Services on a time and expense basis in accordance with the attached Schedule of Hourly Charges. The attached Schedule of Hourly Charges is subject to a maximum 3% increase on January 1 of each year of the Agreement. Reimbursable direct expenses and subcontractor services performed by another firm will be invoiced at cost. Hours in excess of 8 hours per day or 40 hours per week will only be compensated at the rates in the attached Schedule of Hourly Charges. There will be no overtime or premium hourly rate charges awarded. If the assigned engineering services are for agency sponsored or funded projects, the hourly charges may be dictated by the sponsoring or funding agency. Travel reimbursements shall not exceed those limits posted by the State of Illinois Department of Central Management Services for agencies. See the Travel Reimbursement Schedule at <https://cms.illinois.gov/employees/travel/travelreimbursement.html>.
- 3.3. A Scope of Work (attached to this agreement) describing the project limits and proposed improvements shall establish the compensation terms and schedule, if hourly then the attached Schedule of Hourly Charges will be used for compensation. The compensation terms shall be the result of negotiations between the City and Consultant and be signed by representatives of both parties. Compensation may be negotiated as a not-to-exceed price on a per-project basis.
- 3.4. Projects to be partially or entirely paid with Motor Fuel Taxes (MFT) dispersed by the Illinois of Transportation (IDOT) will require compliance with IDOT's MFT policies. This will include using form BLR 05530, or successor forms as amended by IDOT, as the documentation. Projects not utilizing MFT or Federal Funds will be of a form acceptable to both parties.
- 3.5. Payment for Consultant's services will be due to Consultant upon the completion of the Services or phase of Services as set forth in the Scope of Work and upon the tender of an itemized invoice to the City. The invoice must describe the Services rendered and must reference the date of the Services, the person performing each Service, and the fee for each time Service is rendered and for each type of Service rendered.

3.6. The City shall render payment within 45 days after receipt, but in the event of any dispute as to any invoice, the City will pay the amount that is not in dispute and will undertake discussions and negotiations with Consultant to resolve any discrepancy or dispute in any invoice and will, upon resolution of any discrepancy or dispute, pay the agreed-upon amount as soon as reasonably possible. Consultant waives, to the extent allowed by law, the provisions of the Local Government Prompt Payment Act.

4. Access and audits; public records

- 4.1. Consultant shall maintain adequate records to justify all charges and costs incurred in performing the Services for at least three years after the completion of any Services. All invoices submitted are subject to audit and demand for refund of over payment up to three years following completion of all Services related to this Agreement. The City will have access to the books, record, and documents for the purpose of inspection or audit during normal business hours at Consultant's place of business.
- 4.2. If any examination or audit by the City or its agents determines misrepresentations of billable time or reimbursable expenses, then those misrepresentations will result in the recovery on any resulting overpayments. The Consultant will reimburse the City for all reasonable cost of recovery, including accounting and legal fees, court costs, and administrative expenses within thirty (30) days from receipt of City's written notice.
- 4.3. Intentional misrepresentations of billable hours and of reimbursable expenses will be referred for criminal prosecution. The City will cooperate with the prosecution of any criminal referral under this section.
- 4.4. Consultant acknowledges that certain records generated under this Agreement may be subject to disclosure under the Illinois Freedom of Information Act ("FOIA")(5 ILCS 140/). Consultant agrees to cooperate with the City with and take all steps necessary concerning the timely disclosure of records in Consultant's possession that may be disclosable under Section 7(2) of FOIA (5 ILCS 140/7(2)). Consultant will provide documents to comply with FOIA requests at no charge to the City beyond what the City recovers from the requester.

5. Standard of care

- 5.1. Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge, and resources under similar circumstances.
- 5.2. Consultant shall, at no additional cost to the City, reperform services that fail to satisfy the standard of care set forth under §5.1 or otherwise fail to meet the requirements of this Agreement.

6. Subcontracting

- 6.1. The parties acknowledge that this is a professional-services Agreement and that Consultant was selected based upon its qualifications, reviewed through the request-for-qualifications process. Consultant may not subcontract any Services under this Agreement without the prior consent of the City.
- 6.2. The City reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.
- 6.3. If a subcontractor fails to perform or make progress as required by this Agreement, and it is necessary to replace the subcontractor to complete the Services in a timely fashion, Consultant shall promptly do so, subject to acceptance of the new subcontractor by the City. Failure of a subcontractor to timely or properly perform its obligations will not relieve Consultant of its obligations hereunder.

7. Authority to practice. Consultant represents that it shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the Services for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the Services, all subject to City approval.

8. Compliance with laws. In the performance of the Services, Consultant shall comply with applicable regulatory requirements, including federal, State of Illinois, special district, and local laws, rules, regulations, orders, codes, criteria, and standards in effect at the time services are rendered. Consultant must pay all required taxes and obtain all licenses, certificates, or other authorization required in connection with the performance of its obligation hereunder, and Consultant must require all subcontractors to also do so. Failure to do so may result in termination of this Agreement with Consultant. By entering into an Agreement with the City, Consultant represents that to the best of its knowledge, its employees and any subcontractor used in the performance of this Agreement meet City requirements and have not violated any City ordinance, code, state, federal, or local rules or regulations, and have not been subject to any debarment, suspension, or other disciplinary action by any government agency. Additionally, if at any time Consultant becomes aware of such information, it must immediately disclose it to the City.

9. Confidentiality. Consultant shall hold confidential the business and technical information obtained or generated in performance of the services under this Agreement and all information identified in writing by the City as confidential.

10. Documents.

- 10.1. All documents generated by the Consultant as the result of this Agreement, whether produced on paper or electronically and whether stored in paper form, electronically or by any other method, will become the property of the City upon completion or termination of the Services and upon final payment to the Consultant. Consultant is liable to the City for the cost of replacement for loss or damage of any documents belonging to the City while in the

possession or control of Consultant. Nothing in this §10.1 prohibits the Consultant from using standard details specifications, processes, and other design features on other projects.

10.2. Work products shall be properly sealed by a licensed professional as required by law.

10.3. All project documents shall be produced by the Consultant and delivered to the City electronically in a format compatible and acceptable with the City. All files received are required to function in the chosen software environment without need for post-processing or any adjustments. Any supporting resource files or libraries shall be noted and provided with the submission.

10.4. Consultant will not be liable for any damages, injury, or costs associated with the City's use, modification or distribution of these documents for any purpose other than the purpose anticipated under this agreement under which the document was generated. City shall indemnify and hold harmless the Consultant as to any modifications made by the City to the documents produced by the Consultant following delivery of the documents to the City.

11. Copyright. Consultant waives any action against the City to enforce Consultant's Copyright on documents produced and delivered to the City pursuant to this agreement.

12. Use of City name or logo. Consultant may publish the fact and nature of this engagement without further permission of the City. Consultant may not use the City's name or logo in any advertisements without prior written City permission.

13. Insurance

13.1. During the term of this Agreement, Consultant shall, at all times and at its own cost, maintain insurance in the type and minimum amounts as follows:

13.1.1. General liability: Limits of at least \$1,000,000 per occurrence, and not less than \$2,000,000 aggregate limit. General liability insurance must include all of the following:

13.1.1.1. Products and completed operations coverage

13.1.1.2. Contractor's Protective coverage

13.1.1.3. Personal Injury Liability coverage.

13.1.2. Professional liability: \$1,000,000.00 for design errors and omissions per claim, \$2,000,000 aggregate limit. Consultant shall provide continuing Professional Liability Insurance to cover each project for a period of two years after the project is completed. Insurance requirements may vary depending on projects as determined by the City Engineer. The City may require Consultant to provide a higher level of coverage for a specific project and time frame.

13.1.3. Workers' compensation: Workers' compensation insurance as required by the laws and regulations of the State of Illinois.

- 13.1.4. Automotive insurance. Combined single limits of at least \$1,000,000 per occurrence, and not less than \$2,000,000 general aggregate limit. Auto liability must include hired and non-owned autos.
- 13.1.5. Umbrella Liability with limits of not less than \$1,000,000.00, to be in excess of all other coverages. Such coverage must be at least as broad as the primary coverages above, with any excess umbrella layers written on a strict following form basis over the primary coverage. This Section 13.1.5 does not pertain to Professional Liability insurance or Workers' compensation insurance.
- 13.2. All policies, except policies for professional liability, must be written on an occurrence basis. All policies must be written with insurance carriers who are qualified to do business in the State of Illinois and who are rated A-VII or better in the latest Best's Key Rating Guide. All policies must be written on the most current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) form or a manuscript form if coverage is broader than the ISO or NCCI form.
- 13.3. The City of Peoria and its officers and employees must be named as an additional insured party on the general liability policy, automobile liability policy, and umbrella policy. The City's interest as an additional insured party must be on a primary and non-contributory basis on all policies and be noted as such on the insurance certificates.
- 13.4. Upon demand, the Consultant or Service Provider must provide the City with a copy of each insurance policy maintained under §13.1. In addition, the Consultant or Service Provider must provide the City with certificates of insurance showing evidence that the insurance policies required under §13.1 are in full force and effect and endorsing notification to the City at least 30 days' notice prior to any cancellation or non-renewal. Any renewal certificate of insurance must be automatically provided to the City at least 30 days prior to the policy expiration. If a self-insured retention or a deductible is maintained on any of the policies, then the amount of the retention or deductible is subject to approval by the City. The Service Provider represents that there is no conflict in coverage as disclosed between any certificate of insurance submitted to the City and the insurance policy.
- 13.5. The Consultant waives the right to limit its liability to the City to the amount of the workers compensation benefits paid to an injured employee of the Consultant under the Illinois Worker's Compensation Act, and shall include in the General Liability or the Workers' Compensation insurance an Illinois Amendatory endorsement limiting policy exclusions, with language similar to the following:

This exclusion also does not apply to your liability to a third party by reason of a claim or suit against you by that third party for contribution under the Illinois Joint Tortfeasor Contribution Act for damages claimed against such third party as a result of injury to your employee if such liability is otherwise covered under this Part Two of the policy, and you have that liability because you have waived, in a written contract, your right to limit such liability to the amount of the workers compensation benefits paid for that

injured employee under the Illinois Workers Compensation Act. This exception only applies to bodily injury by accident that occurs after that contract was made and to bodily injury by disease caused or aggravated by conditions to which the injured employee's last day of exposure occurs after that contract was made.

- 13.6. Nothing in this §13 will be construed as a limitation of liability for Consultant or any other Service Provider.

14. Indemnification

- 14.1. Indemnification for Professional Liability Claims: For liability arising out of professional services, the Consultant shall indemnify but shall have no duty to defend the City and the City's officers, elected officials, appointees and employees against liability for damages for which they may be liable to the extent such damages are actually caused by the negligent acts, errors or omissions of Consultant, or any of its employees or subconsultants negligent acts or omissions under this Agreement.
- 14.2. Indemnification for All Other Claims: The Consultant shall hold harmless, defend, and indemnify, for damages arising out of bodily injury, death and property damage, the City, and the City's officers elected officials, appointees and employees against claims, demands, actions and suits (including reasonable post-tender attorney's fees and costs) brought against any of them arising from the Consultant's work or any of its subconsultant's work under this Agreement other than professional services.

15. Termination

- 15.1. Consultant may terminate this Agreement upon 30 days prior written notice to the City in the event of substantial failure by the City to perform in accordance with the term of this Agreement through no fault of Consultant.
- 15.2. The City may terminate this Agreement with or without cause immediately upon written notice to Consultant.
- 15.3. Unless Consultant is in material breach of this Agreement, the City will pay Consultant for services rendered to the City's satisfaction through the date of termination.
- 15.4. Upon receipt of a termination notice, and except as otherwise directed by the City, Consultant shall:
- 15.4.1. Stop work on the date and to the extent specified.
 - 15.4.2. Terminate and settle all orders and subcontracts related to the performance of the terminated Services.
 - 15.4.3. Transfer all Services in process, competed Services, and other material related to the terminated Services to the City, to include, but not limited to, investigations, preliminary designs, reports, studies, surveys, drawings, estimates and data.

15.4.4. Continue and complete all parts of the Services that have not been terminated.

15.5. Consultant is responsible for all costs incurred by the City to enforce any provision of this Agreement or to remedy any material breach by Consultant of this Agreement, including all reasonable court costs and reasonable attorneys' fees.

16. Binding Agreement. The City and the Consultant each binds itself, its partners, successors, executors, administrators, and assignees to each other party hereto in respect to all the covenants and Agreements herein and, except as above, neither the City nor the Consultant shall assign, sublet or transfer any part of his interest in this Agreement without the written consent of the other party hereto.

17. Waivers

17.1. The parties may waive any provision in this Agreement only by a writing executed by the party against whom the waiver is sought to be enforced.

17.2. No failure or delay in exercising any right or remedy or in requiring the satisfaction of any condition under this Agreement, operates as a waiver of any right, remedy, or condition.

17.3. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver, once given, is not to be construed as a waiver on any future occasion or against any other person.

18. Time for performance. Time is of the essence in this Agreement. If any date specified in this Agreement as a date for taking action falls on a day that is not a Business Day, then that action may be taken on the next Business Day. Consultant will begin work upon receipt of a fully executed copy of the agreement. City and Consultant are aware that many factors outside Consultant's control may affect its ability to complete the services to be provided under the Agreement. Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices.

19. Force majeure

19.1. Neither the City nor Consultant will be considered to be in default of this Agreement if delays in or failure of performance is due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. "Uncontrollable Forces" means any event that results in the prevention or delay of performance by a party of its obligations under this Agreement and that is beyond the reasonable control of the nonperforming party. It includes flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. It does not include labor disturbances or material shortages.

19.2. Neither party will, however, be excused from performance if nonperformance is due to forces that are preventable, removable, or remediable and that the nonperforming party could

have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch.

- 19.3. The nonperforming party will, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.

20. Choice of law; jurisdiction

- 20.1. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois.
- 20.2. Any litigation filed by Consultant or the City against the other party and involving this Agreement must be filed in the Circuit Court of Peoria County, Illinois.

21. Status as independent contractor

- 21.1. Consultant undertakes performance of the Services as an independent contractor and will be wholly responsible for the methods of performance.
- 21.2. The City will have no right to supervise the methods used, but the City has the right to observe that performance.
- 21.3. Consultant shall not pledge the City's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. Consultant has no authority to speak for or bind the City in any manner.

22. Conflict of Interest. The Consultant represents that, to the best of its knowledge, (1) no City employee or agent is interested in the business of the Consultant or this Agreement; (2) as of the date of this Agreement neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

23. Equal Employment Opportunity. Consultant shall comply with all applicable equal employment opportunity statutes, regulations, and ordinances including but not limited to the City's ordinances prohibiting discrimination in employment (Sec. 17-116, et seq.) and rules and regulations of the City's Fair Employment Commission (Sec. 17-26, et seq.); the Illinois Human Rights Act (775 ILCS 5/101 et seq.), the Illinois Department of Human Rights (IDHR) Rules and Regulations for Government Contracts (44 Ill. Admin. Code, Chapter X, Section 750), the Discrimination in Public Contracts Act (775 ILCS 10/0.01 et seq.), Title VII of the Civil Rights Act of 1964, as amended (§ 7, 42 U.S.C. § 2000e et seq.); the Age Discrimination in Employment Act of 1967, as amended (29 USC §.621 et seq.); Title I of the Americans with Disabilities Act of 1990, as amended (42 USC 12111-

12117); the Equal Pay Act of 1963, as amended; and the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended (38 USC §§ 4301-4335).

Pursuant to IDHR's Rules and Regulations and the City's ordinances, the Consultant shall comply with the following terms and conditions during the performance of this Agreement:

- (a) Consultant will not discriminate against any employee, including apprentices, or applicant for employment, including training programs, because of race, color religion, sex, sexual orientation, gender identity, marital status, order of protection status, status as a survivor of domestic violence or human trafficking, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or unfavorable discharge from military service; and, further, that Consultant will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- (b) If Consultant hires additional employees in order to perform this Agreement or any portion of this Agreement, Consultant will determine the availability (in accordance with Section 750) of minorities and women in the areas from which Consultant may reasonably recruit and will make a reasonable effort to hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- (c) In all solicitations and advertisements for employees placed by Consultant on its behalf, Consultant will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, gender identity, marital status, order of protection status, status as a survivor of domestic violence or human trafficking, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service.
- (d) Consultant will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Consultant's obligations under the Illinois Human Rights Act and Section 750 of the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Consultant in its efforts to comply with the Act and Part 750, Consultant will promptly notify the Illinois Department of Human Rights and the City and will recruit employees from other sources when necessary to fulfill its obligations under the Agreement.
- (e) Consultant will submit reports as required by Part 750, furnish all relevant information that may be requested by the Illinois Department of Human Rights or the City, and in all respects comply with the Act, the Department's Rules and Regulations, and the City's ordinances.
- (f) Consultant will permit access to all relevant books, records, accounts, and work sites by personnel of the City and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Act, IDHR's Rules and Regulations, and City ordinances.
- (g) Consultant will include verbatim or by reference the Equal Employment Opportunity Clause (44 Ill. Admin. Code, Chapter X, Appendix A) in every agreement under which any portion of the Agreement obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of

this Agreement, Consultant will be liable for compliance with applicable provisions of this clause by subcontractors. Further, Consultant will promptly notify the City and the Illinois Department of Human Rights if any subcontractor fails or refuses to comply with the provisions of sections (a) through (f) of this paragraph. Consultant shall not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

- (h) The Consultant represents that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 512-105(A)(4).
- (i) The Consultant shall obtain and maintain an EEO certification from the City.

24. Non-solicitation. The Consultant represents that it has not employed or retained any company or person other than bona fide employee working solely for the Consultant to solicit or secure the Consultant, and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the Consultant any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of the Agreement. For breach or violation of its representation, the City shall have the right to annul the Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee. The Consultant represents that it has no public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of their Services under the Agreement.

25. Employee/employment restrictions. The Consultant agrees, as a condition of accepting this Agreement with the City, that, for a period of one (1) year following completion of this Agreement, it shall be prohibited from hiring, directly or indirectly, any City employee or official who was involved, directly or indirectly in: (1) the selection and/or recommendation to select the Consultant for performance of this Agreement; (2) coordinating the efforts of the Consultant in the consummation or completion of this Agreement; or (3) monitoring or determining the performance of the Consultant. (Sec. 2-342.) The Consultant further acknowledges and agrees that, upon the City's determination that a violation of this provision has occurred, the penalty imposed, at the sole discretion of the City, may include one or more of the following: (1) cancellation of any other Agreement(s) between the City and the Consultant; (2) disqualification of the Consultant from bidding or being awarded future Agreements with the City for a period of two (2) years; and/or (3) payment of liquidated damages to the City in the amount of TWENTY FIVE THOUSANDS DOLLARS (\$25,000.00). This section shall not apply to any City Employee involved in the 2020-2021 reduction in force, furlough or early retirement incentive offered by the city within 2020-2021.

26. Third parties. Nothing in this Agreement is intended to confer any right or remedy on any person other than the City and Consultant, nor is anything in this Agreement intended to affect or discharge any obligation or liability of any third persons to the City or to Consultant, nor to give any such third person any right of action or subrogation against the City or Consultant.

- 27. No personal liability.** No Representative of the City is personally liable to Consultant for any obligation under the terms of this Agreement. No Consultant’s individual employees, officers or directors shall be personally liable to City for any obligation under the terms of this Agreement.
- 28. Amendments.** This Agreement may be amended only by a written agreement of the City and Consultant that identifies itself as an amendment to this Agreement.
- 29. Notices.** All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement must be in writing and must be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, by overnight courier, or by electronic mail, or as of the third day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as set forth in the introductory clause or as otherwise instructed by a party in writing.

In lieu of other direction, notice to the City shall be provided to:

**City Manager
419 Fulton Street
Peoria, IL 61602**

30. Authorized representative

- 30.1. From time to time, Consultant shall designate an authorized representative who is responsible for communicating with the City on behalf of Consultant and who, unless applicable laws require action by the board of directors, members, or manager of Consultant, has the authority to make or grant requests, demands, approvals, consents, agreements, and other action required or described in this Agreement for and on behalf of Consultant.
- 30.2. The City Manager shall, from time to time, designate an authorized representative who is responsible for communicating with Consultant on behalf of the City. The City Manager, or his or her designee, has the authority to make or grant requests, demands, approvals, consents, agreements, and other action required or described in this Agreement for and on behalf of the City. Any amendment must be approved by the City Council.

31. Drafting conventions

- 31.1. The words “include,” “includes,” and “including” are to be read as if they were followed by the phrase “without limitation.”
- 31.2. The headings in this Agreement are provided for convenience only and do not affect its meaning.
- 31.3. Any reference to an agreement means that agreement as amended or supplemented, subject to any restrictions on amendment contained in that agreement.

- 31.4. Unless specified otherwise, any reference to a statute, ordinance, or regulation means that statute, ordinance, or regulation as amended or supplemented from time to time and any corresponding provisions of successor statutes, ordinances, or regulations.
- 31.5. All references to a time of day are references to the time in Peoria, Illinois.
- 31.6. The words “party” and “parties” refer only to a party to this Agreement named in the introductory clause.
- 31.7. Each party has participated in negotiating and drafting this Agreement, so if any ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the parties had drafted it jointly, as opposed to being constructed against a party because it was responsible for drafting one or more provisions of this Agreement.

32. Severability. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, then the remaining provisions remain in full force and effect if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

33. Surviving provisions. Any term of this Agreement that, by its nature, extends after the end of the agreement, whether by expiration or termination, remains in effect until fulfilled. All duties to indemnify under this agreement survive the expiration or termination of this agreement and remain effective until the resolution or expiration of any actual or potential claims or losses subject to the duty to indemnify.

34. Final agreement. This Agreement constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties’ agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of prior trade usage or a prior course of dealing. In entering into this Agreement, neither party has relied upon any statement, representation, warranty, or agreement of the other party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated in this Agreement.

35. Counterparts. This Agreement may be executed in two or more counterparts, each of which together will be deemed an original, but all of which, together, constitute the same instrument. If any signature is delivered by facsimile or by email of a “.pdf” format data file, then that signature creates a valid and binding obligation of that party with the same force and effect as if the facsimile or “.pdf” signature page were an original.

[Remainder of page intentionally blank]

Signature Page

The Parties are signing this Agreement as of the date set forth in the introductory clause.

CONSULTANT

By: _____
[Name]
[Title]

CITY OF PEORIA

By: _____
Patrick Urich
City Manager

Attest:

By: _____
Stephanie Tarr
City Clerk

Approved as to form:

By: _____
Patrick Hayes
Corporation Counsel



Consultant's Disclosure Statement
RETURN WITH STATEMENT OF INTEREST

PTB #: _____

Form with fields: Consultant Name, Legal Address, City, State, Zip, Telephone Number, Email Address

The telephone number and email address supplied above must be a contact readily available if the City of Peoria Illinois Department of Transportation (IDOT) has questions.

The disclosures hereinafter made by the firm are each a material representation of fact upon which reliance is placed should the City of Peoria IDOT enter into the contract with the firm. The firm further certifies that the City Department has received the disclosure forms for each Statement of Interest.

Section 50-35 of the Illinois Procurement Code provides that all offers of more than \$50,000 and all subconsultant agreements with an annual value of more than \$50,000 shall be accompanied by disclosure of the financial interests of the firm. This disclosed information for the successful firm will be maintained and subject to release by request pursuant to the Freedom of Information Act, filed with the Procurement Policy Board, and shall be incorporated as a material term of the contract. Furthermore, pursuant to Section 5-5, the Procurement Policy Board may review a proposal, bid, or contract and issue a recommendation to void a contract or reject a proposal or bid based on any violation of the Procurement Code or the existence of a conflict of interest as provided in subsections (b) and (d) of Section 50-35.

Prime Consultant's Responsibility

The City of Peoria IDOT Chief Procurement Officer (CPO) may void the offer or contract if it is later determined that the prime or subconsultant rendered a false or erroneous disclosure. A prime consultant or subconsultant may be suspended or debarred for violations of the Procurement Code. If a false certification is made by the subconsultant, then the prime consultant's submitted offer and the executed contract may not be declared void, unless the prime consultant refuses to terminate the subconsultant upon the State's request after a finding that the subconsultant's certification was false.

Instructions

The following packet includes three sections that must be completed and returned with the Statement of Interest, or the firm may be considered nonresponsive and the Statement of Interest will not be accepted:

- 1. Qualifying Questions for Form A,
2. Form A: Financial Information & Potential Conflicts of Interest Disclosure, and
3. Form B: Other Contracts & Procurement-Related Information Disclosure.

Form A and Form B must be signed and dated by a person that is authorized to execute contracts for your organization. Photocopied or stamped signatures are not acceptable. The person signing can be, but does not have to be, the person for which the form is being completed. The firm is responsible for the accuracy of any information provided.

Checking the NOT APPLICABLE STATEMENT on Form A does not allow the firm to ignore Form B. Form B must be completed, checked, and dated.



Consultant's Disclosure Statement RETURN WITH STATEMENT OF INTEREST

Form A: Financial Information & Potential Conflicts of Interest Disclosure

Form A pertains to the individuals meeting the ownership or distributive share requirements as stated below.

The financial interests to be disclosed shall include:

- Any ownership or distributive income share that is in excess of 5% or an amount greater than 60% of the annual salary of the Governor, of the offering entity or its parent entity, whichever is less, **the current annual salary of the Governor is \$177,412.00.**
- If the firm is owned by an Employee Stock Ownership Plan (ESOP) please check the appropriate box on Form A and provide the % of ownership.
- If the firm is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure.
- If the firm is a privately held entity that is exempt from Federal 10K reporting, but has more than 100 shareholders, it may submit the information that Federal 10K companies are required to report and list the names of any person or entity holding any ownership share that is in excess of 5%.
 - *If this is true for your firm, check "Other" box on Form A and designate the firm is a 10K and supply the 10K documents as additional attachments within the disclosure.*
- The names, addresses, and dollar or proportionate share of ownership of each person making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each person making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.

A button is supplied on Form A called "Add another Form A", which once clicked will copy Form A. Click the button as many times as you need to identify individuals who meet the above criteria.

If your firm has over 50 pages of Form A's, please provide a summary of the disclosures at the end of Form B as an attachment.

Additionally, if your firm has an abundance of individuals with the same Form A information, you can fill out one (1) Form A and provide an attached listing of those individuals to save time.

Form B: Other Contracts & Procurement-Related Information Disclosure

The firm shall identify, by checking "Yes" or "No" on Form B any other current or pending contracts, proposals, leases, or other ongoing procurement relationships the offering entity has with the City of Peoria IDOT and any other unit of state government and shall clearly identify the unit and the contract, proposal, lease, or other relationships.

If "Yes" is checked, the firm must identify each such relationship by listing the State of Illinois agency name and other descriptive information such as project number, title, contract, etc.

If "No" is checked, the firm only needs to check the box, sign and date at the bottom of Form B.



Qualifying Questions for Form A

The following six questions must be answered in order to determine how Form A is to be completed. Answer all six questions before going on to Form A.

Ownership Certification

The following clarifies the ownership structure of your firm for IDOT's review.

Table with 3 columns: Question, Yes, No. Contains questions 1, 2, and a) regarding ownership structure.

Identifying Financial Information & Potential Conflicts of Interest

Table with 3 columns: Question, Yes, No. Contains questions 3, 4, 5, and 6 regarding financial information and conflicts of interest.

If the answer to questions 2 - 6 are "Yes", the completion of Form A is required, and the APPLICABLE STATEMENT must be signed and dated.

If the answer to questions 2 - 6 are "No", then the NOT APPLICABLE STATEMENT of Form A must be signed and dated.



Add another Form A

Consultant's Disclosure Statement
RETURN WITH STATEMENT OF INTEREST

Form A: Financial Information & Potential Conflicts of Interest Disclosure

Disclosure of the information contained in this form is required by Section 50-35 of the Illinois Procurement Code (30 ILCS 500). Firms desiring to enter into a contract with the City of Peoria State of Illinois must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form.

Disclosure of Financial Information

The individual named below has an interest in the FIRM (or its Parent) in terms of ownership or distributive income share that is in excess of 5%, or an interest which has a value of more than 60% of the annual salary of the Governor.

FOR INDIVIDUAL
Name:
Address:
Stock with % or \$ value of ownership/distributable income share:
Employee Stock Ownership Plan (ESOP):
Other (explain):

Disclosure of Potential Conflicts of Interest

Firm must check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If the answer to any question is "Yes", please describe and attach additional pages if needed.

Table with 3 columns: Question, Yes, No. Contains questions 1 and 2 regarding City of Peoria State employment and spouse/family employment.



Consultant's Disclosure Statement RETURN WITH STATEMENT OF INTEREST

a) Is your spouse or any minor children currently an officer or employee of the City of Peoria Capital Development Board or the Illinois State Toll Highway Authority? <u>City of Peoria</u> ?	<input type="checkbox"/>	<input type="checkbox"/>
b) Is your spouse or any minor children currently appointed to or employed by the City of Peoria any agency of the State of Illinois? <u>the City of Peoria</u> any agency of the State of Illinois , and his/her annual salary exceeds 60% of the annual salary of the Governor, provide the name of your spouse and/or minor children, the name of the state agency for which he/she is employed and his/her annual salary.	<input type="checkbox"/>	<input type="checkbox"/>
c) If your spouse or any minor children is/are currently appointed to or employed by the City of Peoria any agency of the State of Illinois , and his/her annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive (i) more than 7 ½% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 100% of the annual salary of the Governor?	<input type="checkbox"/>	<input type="checkbox"/>
d) If your spouse or any minor children are currently appointed to or employed by the City of Peoria any agency of the State of Illinois , and his/her annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15% in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor?	<input type="checkbox"/>	<input type="checkbox"/>
3. Elective status: the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous three years?	<input type="checkbox"/>	<input type="checkbox"/>
4. Relationship to anyone holding elective office currently or in the previous two years: spouse, father, mother, son or daughter?	<input type="checkbox"/>	<input type="checkbox"/>
5. Appointive office: the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of the expenses incurred in the discharge of that office currently or in the previous three years?	<input type="checkbox"/>	<input type="checkbox"/>
6. Relationship to anyone holding appointive office currently or in the previous two years: spouse, father, mother, son or daughter?	<input type="checkbox"/>	<input type="checkbox"/>
7. Employment, currently or in the previous three years, as or by any registered lobbyist of the state government?	<input type="checkbox"/>	<input type="checkbox"/>
8. Relationship to anyone who is or was a registered lobbyist in the previous two years: spouse, father, mother, son, or daughter?	<input type="checkbox"/>	<input type="checkbox"/>
9. Compensated employment, currently or in the previous three years, by any registered election or re-election committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No
10. Relationship to anyone; spouse, father, mother, son, or daughter; who was a compensated employee in the last two years by any registered election or re-election committee registered	<input type="checkbox"/>	<input type="checkbox"/>



Consultant's Disclosure Statement
RETURN WITH STATEMENT OF INTEREST

with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?

11. Communication Disclosure. Disclose the name and address of each lobbyist and other agent of the firm or offeror who is not identified in Form A, who has communicated, is communicating, or may communicate, with any state officer or employee concerning the statement of interest, bid or offer. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the contract. If your firm uses (lobbyist firm), lobbyists that were either hired to work on this specific SOI, bid or offer OR to assist your firm with this PTB, then answer Yes and indicate specifics, else please mark No.

Two empty checkboxes for Yes and No.

If yes, supply name and address of person(s) and firm name below and:

- a) Disclose all lobbyist costs, fees, compensation, reimbursements, or other remunerations paid, or to be paid related to this PTB Item.
b) Agree Consultant will not bill to the State any lobbyist costs, fees, compensation, reimbursements, or other remunerations.

Two horizontal lines for providing name and address information.

12. Suspension or Debarment Disclosure. For each of the persons identified under Form A, disclose whether any of the following has occurred within the previous 10 years: suspension or debarment from contracting with any governmental entity; professional licensure discipline; bankruptcies; adverse civil judgments and administrative findings; and criminal felony convictions. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the procurement process and term of the contract, if the bid or offer is successful. If yes, supply information below:

Two empty checkboxes for Yes and No.

Name of person(s):
Nature and date of disclosure:

If the answers to questions 2 - 6 are "Yes" under "Qualifying Questions for Form A", check the box, sign and date below under "Applicable Statement":

Applicable Statement

This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page. Under penalty of perjury, I certify the contents of this disclosure to be true and accurate to the best of my knowledge.

Completed by: [Signature line] [Date line]
Signature of Individual or Authorized Officer Date

If the answers to questions 2 - 6 are all "No", under "Qualifying Questions for Form A", check the box, sign and date below under "Not Applicable Statement":

Not Applicable Statement

Under penalty of perjury, I have determined that no individuals associated with this organization meet the criteria that would require the completion of this Form A.

This Disclosure Form A is submitted on behalf of the FIRM listed on the first page.

Completed by: [Signature line] [Date line]
Signature of Individual or Authorized Officer Date

The firm has a continuing obligation to supplement these disclosures under Sec. 50-35 of the Procurement Code.

Form B: Other Contracts & Procurement-Related Information Disclosure

Disclosure of the information contained in this form is required by Section 50-35 of the Illinois Procurement Code (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for



Consultant's Disclosure Statement RETURN WITH STATEMENT OF INTEREST

Statements of Interest in excess of \$50,000, and for all open-ended contracts. This Form B must also be completed for subconsultant agreements with an annual value of more than \$50,000 from subconsultants identified in Section 20-120 in the Illinois Procurement Code and for all open-ended subconsultant agreements.

Disclosure of Other Contracts and Procurement-Related Information

Answer the following question.

	Yes	No
1. Does the firm have any pending contracts (including leases), statements of interest, bids, proposals, or other ongoing procurement relationship with <u>the City of Peoria IDOT or any other State of Illinois agency?</u>	<input type="checkbox"/>	<input type="checkbox"/>

If your answer is "No", the firm only needs to complete the signature box and date on the bottom of this page.

If your answer is "Yes", identify each such relationship by showing the agency name, PTB/PSB if applicable, Project name and the role of your firm as either a Prime or Sub (attach additional pages as necessary).

AGENCY	PTB/PSB	PROJECT NAME	ROLE (PRIME/ SUB FIRM)

Add A Row

This Disclosure Form B is submitted on behalf of the INDIVIDUAL named on previous pages. Under penalty of perjury, I certify the contents of this disclosure to be true and accurate to the best of my knowledge.

Completed by: _____ Date _____
Signature of Individual or Authorized Representative
Date