



NOTICE OF REQUEST FOR PROPOSAL (RFP)

GREEN INFRASTRUCTURE MAINTENANCE

PEORIA, ILLINOIS

STATEMENTS DUE: 2:00PM THURSDAY, SEPTEMBER 26, 2024

PRESUBMITTAL MEETING: 11:00AM MONDAY, SEPTEMBER 16, 2024

The City of Peoria is requesting Proposals from ecological restoration, full-service restoration, sustainable native landscaping, sustainable green infrastructure, and/or stewardship firms with extensive knowledge and experience with native plants in an urban environment to assist the City with restoration stewardship and maintenance of vegetative green infrastructure sites throughout the City.

The City of Peoria's Engineering Division will accept sealed proposals submitted to the Office of the City Engineer, 3505 N Dries Lane, Peoria, Illinois, until **2:00 PM THURSDAY, SEPTEMBER 26, 2024** for establishing a contract with a qualified firm. The city may select one or two firms.

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 returned unopened. Firms are responsible for ensuring that a public works Administrative Assistant receives their Statements before the deadline indicated. Firms should submit **Four (4) hard copies and One (1) electronic copy (via USB or similar)** of a Statement of Interest and Qualifications. E-mail submissions will not be accepted

GREEN INFRASTRUCTURE MAINTENANCE

1.0 INTRODUCTION.

The City of Peoria has numerous green infrastructure projects throughout the city of native, non-native plantings, and permeable pavement. The vegetative locations have had different levels of maintenance performed since implementation and need to be brought to a high standard to be positive examples of native planting.

This project will assess the condition of the site, prepare recommendations for restoration of the native plantings, provide maintenance and stewardship plans, and perform the restoration and maintenance of these areas.

The City plans 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 negotiations with the selected firm(s). The negotiations will be to establish a detailed scope of services and total cost for services. Should the selected firm(s) and the City of Peoria not be able to reach an agreement, the City will terminate negotiations with that firm and open negotiations with the next high ranked firm.

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 City of Peoria is looking for a firm to help the City restore and maintain multiple green infrastructure types including bioretention, bioswales, rain gardens, and prairie sites located across the city on public land. The project also includes a maintenance period of 3 to 5 years.

2.2 PROJECT COMPONENTS

2.2.1 GENERAL SCOPE OF SERVICES

The scope of services sought by the City of Peoria shall include the provision for all required labor, materials, equipment, and expertise related to native plant stewardship.

The following should be included, but not limited in the scope of services:

1. Perform a site-specific evaluation of each planting area.
 - a. Plant Schedule
2. Provide a site-specific recommendation for each planting area to bring to newly installed quality.
 - a. Maintenance Schedule
3. Prepare a report detailing the site evaluation and recommendations.
 - a. Measurable performance standards
 - i. Native Mean C-value of 2.7 or greater
 - ii. Floristic Quality Index (FQI) Value of 20 or greater
 - iii. Less than 15% of invasive or noxious species
 - iv. Pollinator Sightings
4. Meet with City staff to review the evaluation and recommendations report and agree on work to be performed.
5. Implementation of recommendations agreed to by the city.
 - a. Seasonal Maintenance Plan
 - b. Seasonal Maintenance Schedule
6. Remove dead plant material.
7. Remove Invasive Species.
8. Remove Litter.
9. Implementation of Integrated Pest Management (IPM)
10. Install new plant material as needed.
11. Perform native plant stewardship.
 - a. Seasonal maintenance
 - b. Spring cleaning.
12. Prepare final report which will include long term stewardship and maintenance activities (if needed) for each area.

2.2.2 MEETINGS, PRESENTATIONS, PUBLIC INVOLVEMENT, AND REPORTS

An initial kick off meeting, various project meetings, and a final report will be required. During the 3-5 year maintenance period a minimum of an annual kick off meeting, monthly update meeting and end of year wrap up meeting will be required.

2.2.3 DELIVERABLE PRODUCTS

The selected firm 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.

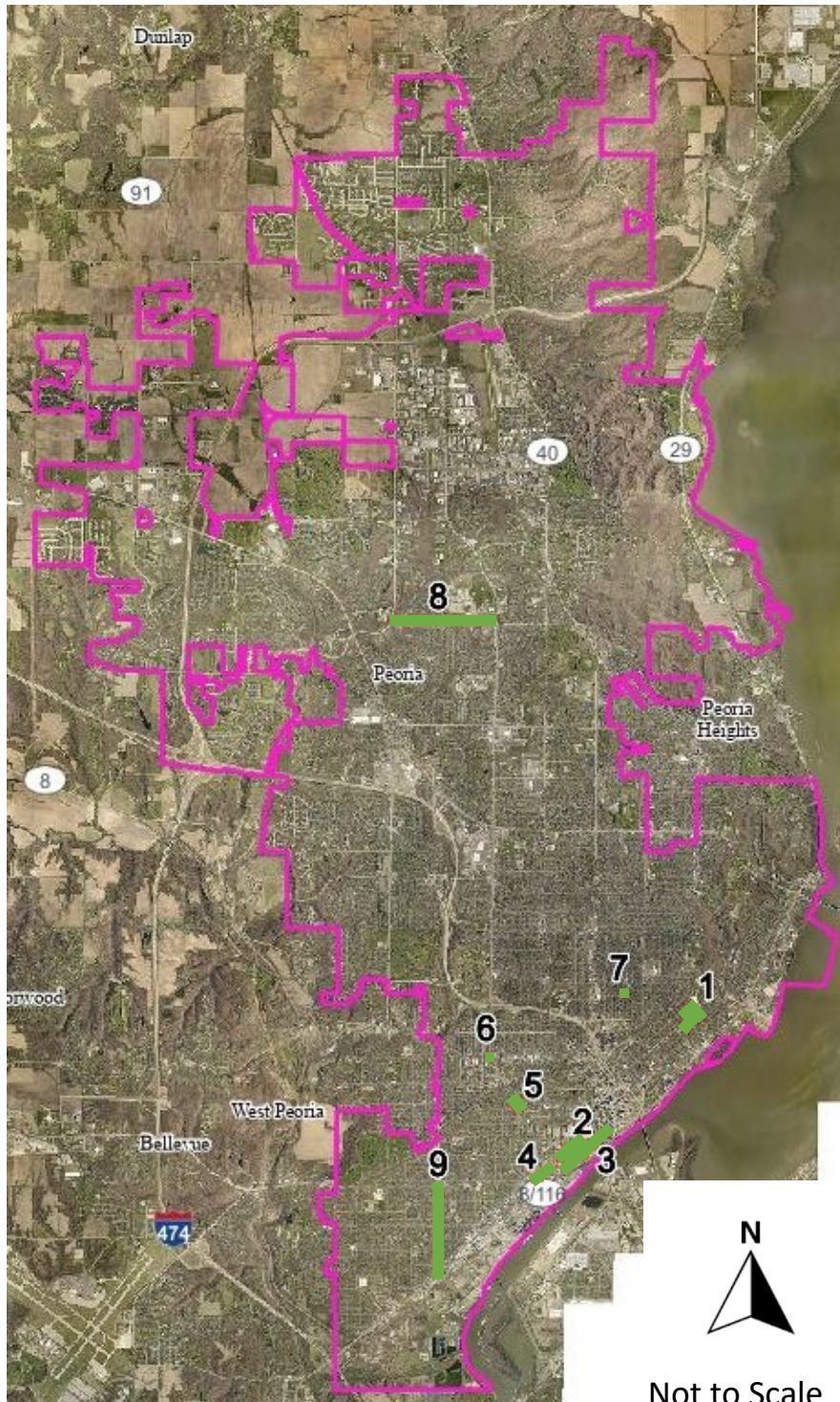
1. Monthly check in during maintenance visits
2. Stewardship Plan
3. Stewardship / Site Schedule
4. Annual FQI Reports
5. End of Year Annual Report

2.2.4 PROVISIONS BY THE CITY OF PEORIA

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

1. Available plans and specifications from construction of green infrastructure sites.
2. Aerial photography and topography in an electronic format.
3. ROW information available through the City of Peoria records.
4. Current GIS information.
5. Designation of a person from the engineering 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 Engineer.

2.3 LOCATION MAP



1. CSO YR 1 (0.25 Acres)
 - a. NE Perry Avenue
 - b. NE Madison Avenue
 - c. NE Monroe Street
 - d. Mary Street
 - e. Caroline Street
 - f. Lavielle Street
2. Warehouse District (6.00 Acres)
 - a. SW Adams Street
 - b. SW Washington Street
 - c. Oak Street
 - d. State Street
3. SW Washington Street Prairie (0.21 Acres)
4. SW Adams Green Street (0.9 Acres)
5. N MacArthur Highway Bioswale (0.81 Acres)
6. W Main Street & N University Street (0.15 Acres)
7. W Nebraska Avenue (0.01 Acres)
8. W Northmoor Road (0.65 Acres)
9. S Western Avenue (6.92 Acres)

2.4 PROJECT SCHEDULE

Selection will be made according to the following table:

RFP advertised.....	September 5-6, 2024
Virtual Pre-submittal meeting at 11:00AM	September 16, 2024
Due date for Statement of Interest and Qualifications at 2:00PM	September 26, 2024
Committee informs highest ranked firm.....	October 2, 2024
City Council Meeting at which Contract is Recommended for Approval.....	October 22, 2024
Notice to Proceed Sent to Approved Firm.....	November 1, 2024

Questions will be accepted until September 20, 2024.

2.5 VIRTUAL PRE-SUBMITTAL MEETING

A questions and answers session will be held at a pre-submittal meeting on Monday **September 16, 2024 at 11:00 AM**. The meeting is voluntary, you do not have to attend so submit a response. Please e-mail publicworks@peoriagov.org by 3:00pm Friday, September 13, 2024 to request an invitation to attend the meeting virtually.

2.6 PROJECT DURATION

The city anticipates the project to have a duration of 3 to 5 years stewardship period.

2.7 EXPECTED PROBLEMS

The City staff does not expect any problems with the project.

2.8 ESTIMATED BUDGET

The total estimated budget for Green Infrastructure Maintenance is \$800,000 but will be based on the stewardship needed; \$400,000 for the first year and \$100,000 per year for the remaining years of stewardship.

3.0 PUBLIC NOTICE

The notice of Public Advertisement for Green Infrastructure Maintenance will appear in the local Peoria Journal Star newspaper, posted to the City of Peoria's Webpage (www.peoriagov.org), and posted to the City of Peoria's e-alerts notification system on September 5, 2024. The advertisement will more than 21 calendar days' notice until all proposals are due on September 26, 2024.

4.0 CONFLICT OF INTEREST

Submit one disclosure statement with the response. The disclosure statement shall be the Consultant's Disclosure Statement form attached to this document.

5.0 SUSPENSION AND DEBARMENT

Peoria uses SAM Exclusions, IDOT's CPO's website and the three other state CPO's website 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, but will not be limited to, qualifications, comparable recent experience, utilization of local professionals, 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. Cover Letter that Includes:
 - a. 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
3. One copy of the Consultant's Disclosure Statement form, adjusted for City of Peoria, attached to this solicitation.

Offerors will need to address each of the evaluation criteria set forth in Section 7 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.

6.1 SUBMITTAL FORMAT

The submittal should be as concise as possible. Limit the number of pages of the request to 12 pages not including the cover letter and individual resumes. Additional, promotional information should be avoided. **Four (4) hard copies and one (1) electronic copy of the submittal will be required.**

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

7.0 EVALUATION FACTORS

A) Technical Approach (15%):

1. Approach to the planning, organizing, and management of the project
2. Project understanding
3. Communication plan
4. Name, size and brief description of the firm, including the same information for any proposed sub-consultants.
5. Qualifications and experience of the firm and sub-consultants (if any)
6. If subconsultants are anticipated, describe the role proposed for each firm or consultant involved in the project, and the approximate percentage of work assigned to each.

B) Specialized Expertise and Past Performance (30%):

1. Description of specialized expertise needed for the project and who will provide it
2. Quality of recent projects of similar size and scope
3. Demonstrate meeting schedules and budgets on similar projects
4. A summary of any specialized experience, qualifications, or unique capabilities applicable to this project. (stormwater runoff management, sustainable landscape management and creating/maintaining pollinator habitats)

5. Descriptions of related project experience with client names and contact information of at least three (3) previous clients on similar projects.
- C) Staff Capabilities (30%):**
1. Qualifications and experience of the key team member(s)
 2. Qualifications and experience of team members
 3. Resumes of key personnel anticipated being available for this project
 4. An organizational chart showing the proposed role of staff on the project and firm affiliation (if more than one firm is involved)
 5. Demonstrate experience with the following:
 - i. Plant identification of native/non-native and invasive plant material
 - ii. Best Management Practices (erosion control, stormwater runoff management, invasive species management)
 - iii. Integrated Pest Management (wildlife)
- D) Project Cost (15%):**
1. Ability to provide resources for the project efficiently and effectively
 2. Cost for scope of work
 3. Cost for maintenance per year
 4. Cost and schedule for equipment, materials, supplies.
- E) Other (10%):**
1. Ability to staff project locally
 2. Commitment to EEO goals

8.0 SELECTION PROCEDURE

<u>Criteria</u>	<u>Max Points</u>
Technical Approach	15
Specialized Expertise and Past Performance	30
Staff Capabilities	30
Project Cost	15
Other	10
Total Maximum Points	100

A total point value for each submittal will be determined by the composite evaluation of the Selection Committee. The Selection Committee will determine the best qualified firm or firms by consensus based on the Scored Statement of Interest and Qualifications. The team with the highest overall point total will be ranked first. The City reserves the right to interview, if deemed necessary by the selection committee, after reviewing the written submittals. The same criteria above will be used to evaluate the interviews. The City reserves the right to waive all technicalities and to reject any or all Statements of Interest and Qualifications.

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

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 request on-line from the City's website following this link: <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 Room 203
Peoria, IL 61602
(309) 494-8530 Voice
(309) 494-8532 TTY

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.

EEO CERTIFICATION* (Check one):

We are presently applying for the EEO Certification. Employer Report Form (Form CC-1) is completed and enclosed.

Presently, we have the Employer Report Form (Form CC-1) on file with the City of Peoria, Office of Equal Opportunity and have a current Certificate of

Compliance Number.

Certificate of Compliance Number: _____

**Please note there is a \$50.00 processing fee for new and renewal certification requests.*

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 firms 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 RFP.

13.0 QUESTIONS

A site visit to the project area is strongly recommended. 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 Green Infrastructure Coordinator, Darren Graves at dgraves@peoriagov.org. Questions will be accepted until September 20, 2024.

APPENDIXES

I. Site Location Map Reference

II. Agreement for Engineering Services Template

III. Consultant's Disclosure Statement

APPENDIX I

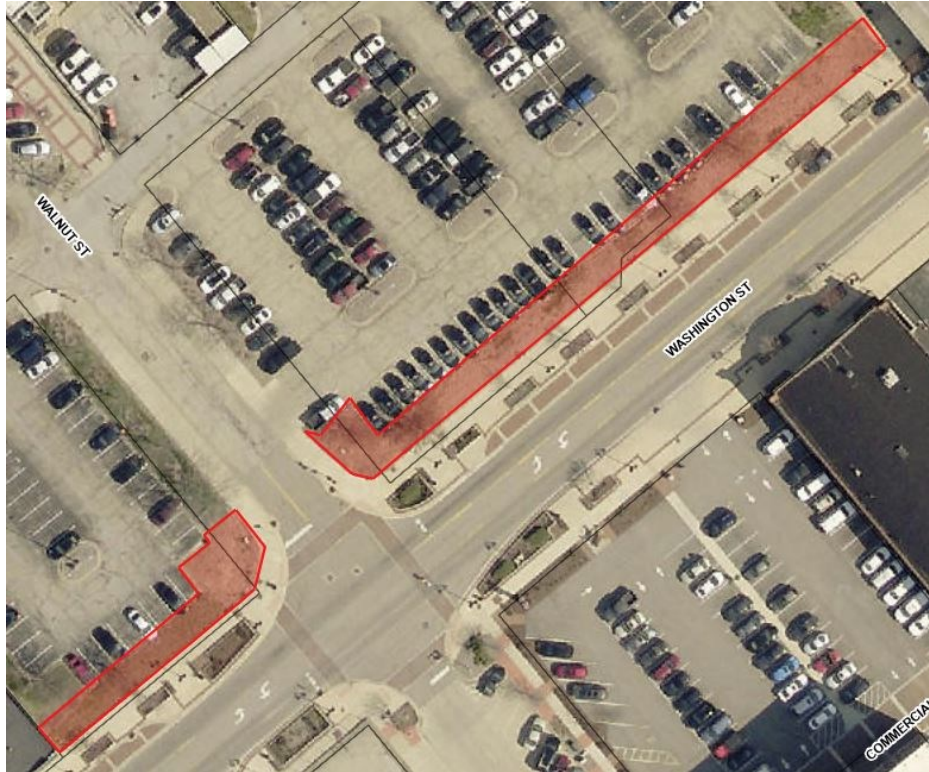
- 1) CSO YR 1 (7 plant species) Residential, Commercial, Institutional



- 2) Warehouse District (55 plant species) Residential, Commercial, Recreational



3) SW Washington Street Prairie (34 plant species) Commercial



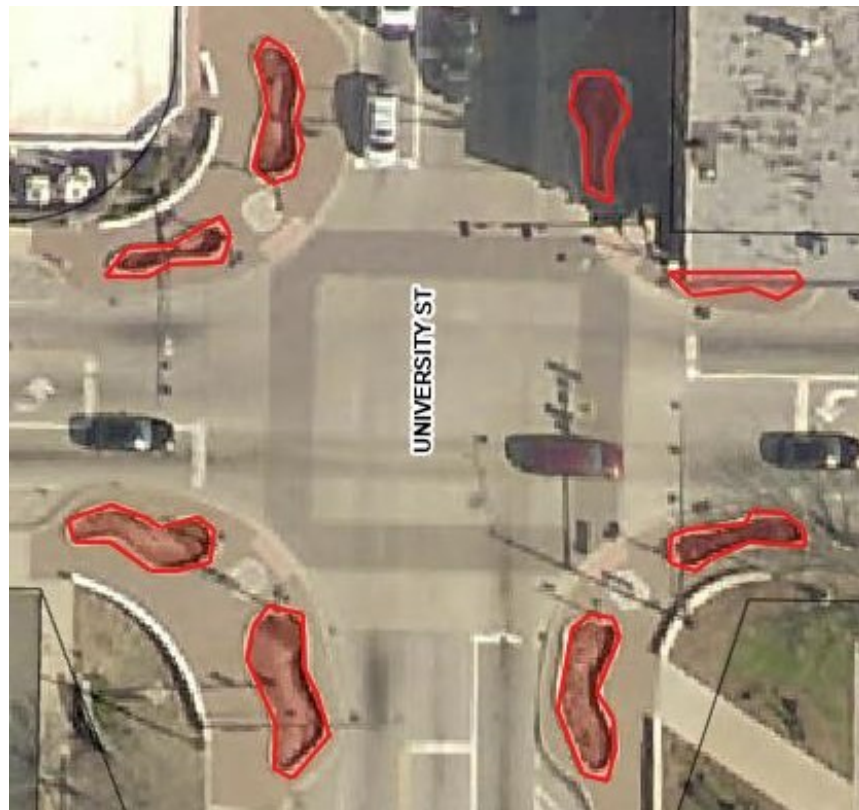
4) SW Adams Green Street (34 plant species) Commercial



5) N MacArthur Highway Bioswale (38 plant species) Residential, Institutional



6) W Main Street & N University Street (25 plant species) Residential, Commercial, Institutional



7) W Nebraska Avenue (22 plant species) Residential



8) W Northmoor Road (5 plant species) Residential, Commercial, Institutional, Fair Grounds



- 9) S Western Avenue (26 plant species) Residential, Commercial



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 Green Infrastructure Maintenance.

Consultant submitted a response and statement of qualifications.

The City Council of the City of Peoria (“City Council”) accepted Consultant’s selection on October 22, 2024, 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 \$XXXXXXXXXX. 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 30 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. Notwithstanding the foregoing, the City's right to inspect, copy and audit shall not extend to the composition of the Consultant's rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.
- 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. The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to the Consultant before receipt of same from the City; or (b) becomes publicly known other than through the Consultant; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order.

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, provided that Consultant shall be entitled to mention the project and the Services provided in future proposals as proof of Consultant's experience with this type of work.

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.

- 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 for the purpose of analyzing or submitting a claim, 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.
- 14.3. The total amount of all claims the City may have against the Consultant under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation, and breach of contract, shall be strictly limited to the limits set forth in section 13. As the City's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against the Consultant and not against any of the Consultant's employees, officers, or directors. Neither the City nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

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 upon 7 days' 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.
 - 15.4.5. 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



APPENDIX III

Consultant's Disclosure Statement RETURN WITH STATEMENT OF INTEREST

PTB #: _____

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.



Consultant's Disclosure Statement RETURN WITH STATEMENT OF INTEREST

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.

	Yes	No
1. Is your firm a Subsidiary and owned by a Parent entity(ies)?	☐	☐
If your answer is "Yes", please disclose the Parent entity(ies) on Form A.		
2. Will the individuals that will be submitted on Form A equal 100% ownership?	☐	☐
If your answer is "No", please verify by answering the following question.		
a) Is any of the remaining ownership held by individuals receiving or holding less than 5% of the offering entity's or parent entity's total distributive income, or less than 60% of the annual salary of the Governor? (If you feel the answer is No, please add an explanation.)	☐	☐

Identifying Financial Information & Potential Conflicts of Interest

	Yes	No
3. Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the offering entity or parent entity?	☐	☐
4. Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than 60% of the annual salary of the Governor?	☐	☐
5. Does anyone in your organization receive more than 60% of the annual salary of the Governor of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)	☐	☐
6. Does anyone in your organization receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than 60% of the annual salary of the Governor?	☐	☐

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.

	Yes	No
1. City of Peoria State employment , currently or in the previous three years, including contractual employment of services?	☐	☐
If your answer is "Yes", please answer each of the following questions, and provide description in the space(s) below to those you answer yes to.		
a) Are you currently an officer or employee of <u>the City of Peoria</u> either the Capital Development Board or the Illinois State Toll Highway Authority?	☐	☐
b) Are you currently appointed to or employed by <u>the City of Peoria</u> any agency of the State of Illinois? If you are currently appointed to or employed by <u>the City of Peoria</u> any agency of the State of Illinois , and your annual salary exceeds 60% of the annual salary of the Governor, provide the name of the state agency for which you are employed and your annual salary:	☐	☐
c) If you are currently appointed to or employed by <u>the City of Peoria</u> any agency of the State of Illinois , and your 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 the salary of the Governor?	☐	☐
d) If you are currently appointed to or employed by <u>the City of Peoria</u> any agency of the State of Illinois , and your 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?	☐	☐
2. City of Peoria State employment of spouse, father, mother, son, or daughter, including contractual employment services in the previous two years?	☐	☐
If your answer is yes, please answer each of the following questions, and provide description in the space(s) below to those you answer yes to.		

Yes No



Consultant's Disclosure Statement

RETURN WITH STATEMENT OF INTEREST

a) Is your spouse or any minor children currently an officer or employee of the <u>City of Peoria Capital Development Board or the Illinois State Toll Highway Authority?</u>	☐	☐
b) Is your spouse or any minor children currently appointed to or employed by the <u>City of Peoria</u> any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by the <u>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.	☐	☐
c) If your spouse or any minor children is/are currently appointed to or employed by the <u>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, 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?	☐	☐
d) If your spouse or any minor children are currently appointed to or employed by the <u>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, 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?	☐	☐
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?	☐	☐
4. Relationship to anyone holding elective office currently or in the previous two years: spouse, father, mother, son or daughter?	☐	☐
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?	☐	☐
6. Relationship to anyone holding appointive office currently or in the previous two years: spouse, father, mother, son or daughter?	☐	☐
7. Employment, currently or in the previous three years, as or by any registered lobbyist of the state government?	☐	☐
8. Relationship to anyone who is or was a registered lobbyist in the previous two years: spouse, father, mother, son, or daughter?	☐	☐
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?	☐	☐
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	☐	☐



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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.***

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

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

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:

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 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 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



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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</u> DOT or any other State of Illinois agency?	☐	☐

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: ☐ _____
Signature of Individual or Authorized Representative Date