

7-1

**RESOLUTION TO APPROVE
THE EXECUTION OF A CONTRACT BETWEEN
THE LAKOTA GROUP AND
THE SPRINGFIELD-SANGAMON COUNTY REGIONAL PLANNING COMMISSION**

WHEREAS, the Springfield-Sangamon County Regional Planning Commission wishes to hire The Lakota Group, to provide certain professional planning services in connection with the development of Phase IV of a regional comprehensive plan for the Sangamon County region; and

WHEREAS, the Springfield-Sangamon County Regional Planning Commission will provide \$38,852.00 to The Lakota Group for this service; and

WHEREAS, funding for this contract is available using State of Illinois Comprehensive Regional Planning funds.

NOW THEREFORE BE IT RESOLVED by the members of the Finance Committee of the Sangamon County Board in session this 25th day of September, 2012, that the execution of a contract between the Springfield-Sangamon County Regional Planning Commission and The Lakota Group is hereby approved.

Respectfully Submitted,

Andy Johnson

Bob Beards

Jim Montalbano

John Taylor

Roe Ruzic

[Signature]

Sarah Musgrave

Sue Dawsko

[Signature]

[Signature]

Paul DiIorio
Sangamon County Clerk

SEP 26 2012

FILED

NOW THEREFORE BE IT RESOLVED, by the Sangamon County Board in session this 9th day of October, 2012, that the execution of a contract between the Springfield-Sangamon County Regional Planning Commission and The Lakota Group is hereby approved.

RECEIVED

SEP 21 2012

Paul Palazzolo
SANGAMON COUNTY AUDITOR

Andy Van Meter
Chairman, Sangamon County Board

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**AGREEMENT BETWEEN
THE LAKOTA GROUP
AND THE
SPRINGFIELD-SANGAMON COUNTY REGIONAL PLANNING COMMISSION
FOR PROFESSIONAL SERVICES ASSOCIATED WITH
THE SANGAMON REGIONAL COMPREHENSIVE PLAN PROJECT PHASE 4**

THIS AGREEMENT is made and entered into this _____ day of _____, 2012, between THE LAKOTA GROUP, hereinafter referred to as "Consultant", and the SPRINGFIELD-SANGAMON COUNTY REGIONAL PLANNING COMMISSION, hereinafter referred to as "Commission", and covers certain professional planning services in connection with the development of Phase IV of a regional comprehensive plan for Sangamon County, hereinafter referred to as the "Project".

I. INDEPENDENT CONTRACTOR

The Consultant shall serve as an independent contractor insofar as the performance of services hereunder is concerned. The Consultant shall comply with all laws, rules, ordinances and regulations set forth by municipal, state and federal bodies of government.

II. ASSIGNMENT

No assignment of this contract shall be made without the express written consent of the Commission. In the event that the Consultant becomes unable to fulfill the terms of the contract, written notice will be given to the Commission within 30 days, at which time the Consultant may request written consent for the assignment of the remaining contract. Assignment of the contract shall be at the discretion of the Commission.

III. KEY PERSONNEL

The Consultant agrees that upon commencement of this agreement it shall specify those in its employ who will make up the project team. The Consultant agrees that the identified members of the project team are key personnel, and that any changes in the project team involving these key personnel shall be made only with the approval of the Commission.

III. SCOPE OF SERVICES

The Consultant agrees to assist the Commission in conducting Phase IV of the Sangamon Regional Comprehensive Plan Project as described in RFP SSCRPC 01/11, which is included in this agreement as Attachment A and made part of it. Among the services the Consultant agrees to provide are those necessary to successfully complete the activities and tasks described in the Consultant's "Professional Services Agreement", dated September 20, 2012, which is included in this agreement as Attachment B and made part of it.

RECEIVED

SEP 24 2012

Paul Palazzolo
SANGAMON COUNTY AUDITOR

1 The Consultant understands and agrees that the funding of activities and tasks
2 associated with the project is contingent upon the availability of Illinois Comprehensive
3 Regional Planning Funds to the Commission through the Illinois Department of
4 Transportation in an amount necessary for the conduct of the project as per the
5 Consultant's Professional Services Agreement, the availability of these funds for this
6 purpose, and approval by the Sangamon County Board, if necessary.

7
8 **V. IDOT REQUIREMENTS**

9 The Consultant agrees to comply with any relevant provisions of the Intergovernmental
10 Agreement for Comprehensive Planning Services, or any successor agreements
11 relevant to the funding of Phase IV activities and tasks, made between the Illinois
12 Department of Transportation and the Commission, hereinafter referred to as the
13 "Intergovernmental Agreement", which is included as Attachment C of this Agreement
14 and made part of it.

15
16 **VI. SCHEDULE OF WORK AND TERM OF AGREEMENT**

17 The Consultant shall complete the work described in the Scope of Services for Phase IV
18 of the project within twelve (12) months of approval of this agreement. This period may
19 be extended with the approval of both parties.

20
21 The term of this agreement shall be from the effective date specified in the opening
22 paragraph herein and shall run through the completion of all services described herein
23 and the full acceptance of the Comprehensive Plan summarizing all activities and
24 outcomes as described in the Professional Services Agreement (Attachment B) by the
25 Commission.

26
27 **VII. FORCE MAJEURE**

28 Neither party shall be deemed in default of this Agreement to the extent that any delay or
29 failure in the performance of its obligations results from any cause beyond its reasonable
30 control and without negligence.

31
32 **VIII. INDEMNIFICATION**

33 The Commission and the Consultant each agree to hold harmless, and their respective
34 officers, employees, agents, and representatives, from and against liability for all claims,
35 losses, damages, and expenses, including reasonable attorney's fees, to the extent such
36 claims, losses, damages, or expenses are caused by the indemnifying party's negligent
37 acts, errors, or omissions. In the event claims, losses, damages, or expenses are
38 caused by the joint or concurrent negligence of the Commission and the Consultant,
39 they shall be borne by each party in proportion to its negligence.

40
41 **IX. INSURANCE**

42 The Consultant shall minimally maintain insurance as follows and provide the
43 Commission with documentation of same: General Liability in the amount of \$1,000,000
44 per occurrence and \$2,000,000 aggregate; Workers Compensation in the amount of
45 \$1,000,000; Automobile in the amount of \$1,000,000; and Professional Liability in the
46 amount of \$2,000,000 per occurrence and \$4,000,000 aggregate. This requirement may
47 be waived all or in part by the Commission at its sole discretion. A request for waiver by
48 the Consultant and its acceptance by the Commission must be offered and accepted in
49 writing as per Section XIII of this Agreement.

1 **X. GOVERNING LAW**

2 This agreement and the rights and obligations of the parties identified in it shall be
3 governed by, and construed according to, the laws of the State of Illinois.
4

5 **XI. ENTIRE AGREEMENT**

6 This agreement and its attachments contain the complete and entire agreement, in
7 terms of obligations, responsibilities, duties and services to be provided to the
8 Commission by the Consultant. Any additional statements of promises, verbal
9 agreements, or commitment of additional services not identified in this agreement shall
10 be presented in writing, signed by both parties, and committed to this document in their
11 entirety. Any agreed modifications or amendments to this agreement shall be in effect
12 until such time as termination of the agreement is reached.
13

14 **XII. TERMINATION**

15 This agreement may be terminated for cause by either party after a minimum of 30 days
16 notice is provided to the other party. This agreement may be terminated without cause
17 by either party after a minimum of 90 days notice provided to the other party. The parties
18 may agree to waive the notice of termination period. However, such agreement must be
19 in writing and signed by both parties.
20

21 Upon such termination the Consultant shall cause to be delivered to the Commission all
22 such work product as was produced prior to the agreement's termination with the
23 understanding that this work product becomes the property of the Commission. The
24 Consultant shall be paid for any services completed based upon the percentage of tasks
25 under the scope of work that have been completed up to the date of termination.
26

27 **XIII. MODIFICATION/AMENDMENT**

28 Any modification or amendment of this agreement must be in writing and signed by both
29 parties to this agreement.
30

31 **XIV. COMPENSATION**

32 The Commission agrees to pay \$38,852 for the services to be performed by the
33 Consultant as described in the Professional Services Agreement [Project Terms]. This
34 shall include all costs.
35

36 Compensation shall be paid in monthly installments based upon an invoice detailing
37 expenses incurred to be submitted by the Consultant to the Commission on the last day
38 of each month. Invoices shall be submitted to:
39

40 Ms. Mary Jane Niemann
41 Springfield-Sangamon County Regional Planning Commission
42 200 South 9th Street, Room 212
43 Springfield, IL 62701-1629
44

45 The Consultant shall not be compensated for any work performed in addition to that set
46 forth in Attachment B unless the parties specifically so agree in writing.
47

48 **XV. NOTICE**

49 All notices given or so sent hereunder shall be sent by United States mail, postage
50 prepaid, addressed to the respective party at the address set forth in the signature

1 section hereof, or to such other address as the parties may designate in writing from
2 time to time.

3
4 **XVI. SPECIAL PROVISIONS**

5 In acceptance of this agreement, the Consultant agrees to the following special
6 provisions:

7
8 A. Any data or other intellectual products and properties developed by and for this
9 project shall be the property of the Commission and may be used by the
10 Commission without fee or other limitation.

11
12 B. The Consultant agrees to provide such project status and expense reports as the
13 Commission may from time-to-time require and request.

14
15 **XVII. PROJECT COORDINATION AND OVERSIGHT**

16 The project manager and point of contact for the Consultant shall be:

17
18 Name: Mr. Scott Freres
19 Title: Principal
20 Address: The Lakota Group
21 212 West Kinzie Street, 3rd Floor
22 Chicago, IL 60654
23 Phone Number: 312.467.5445

24
25 The project coordinator and point of contact for the Commission shall be:

26
27 Name: Mr. Jeff Fulgenzi
28 Title: Senior Planner, Strategic and Comprehensive Planning
29 Address: Springfield-Sangamon County Regional Planning Commission
30 200 South 9th Street, Room 212
31 Springfield, IL 62701
32 Phone Number: 217.535.3110

33
34
35 **IXX. EXECUTION**

36 This agreement shall be executed by the duly authorized representatives of the
37 Commission and the Consultant as indicated below:

38
39
40 **For the Commission**

41
42 NAME: E. Norman Sims

43
44 TITLE: Executive Director

45
46 SIGNATURE: _____

47
48 DATE: _____

49
50 ADDRESS: SSCRPC, 200 S. 9th Street, Room 212, Springfield, IL 62701

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For the Consultant

NAME: Mr. Scott Freres

TITLE: Principal

SIGNATURE: _____

DATE: _____

ADDRESS: 212 West Kinzie Street, 3rd Floor, Chicago, IL 60654

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ATTACHMENT A
RFP SSCRPC 01/11

REQUEST FOR PROPOSALS

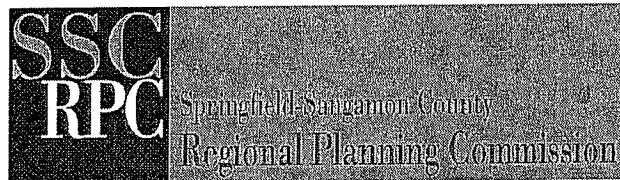
for the

PHASE III and IV of the SANGAMON REGIONAL COMPREHENSIVE PLAN PROJECT SANGAMON COUNTY, ILLINOIS

RFP SSCRPC 01/11

from the

SPRINGFIELD-SANGAMON COUNTY
REGIONAL PLANNING COMMISSION



200 South 9th Street, Room 212
Springfield, Illinois 62701-1629
Telephone: 217.535.3110

**SPRINGFIELD-SANGAMON COUNTY REGIONAL PLANNING COMMISSION
REQUEST FOR PROPOSALS FOR
PHASES III and IV
OF THE
SANGAMON REGIONAL COMPREHENSIVE PLAN PROJECT
RFP SSCRPC 1/11**

I. INTRODUCTION

A. General

Springfield-Sangamon County Regional Planning Commission (SSCRPC) is soliciting proposals from qualified firms, groups of firms, or individuals (the "consultant") to assist in the development of a REGIONAL COMPREHENSIVE PLAN for Sangamon County, Illinois. The planning area covers all of Sangamon County, which has 26 Villages and Cities as well as the unincorporated area.

The project is intended to address the need for a long-range planning document that will guide local decision making in Sangamon County.

Technical proposals must be prepared and submitted in accordance with the requirements, format, and guidelines presented in this Request for Proposals.

The resulting contract will be coordinated and managed by the SSCRPC. The SSCRPC is the joint planning body for the City of Springfield and Sangamon County. Along with its on-going responsibilities to Sangamon County and Springfield, the Commission works with many other municipalities, public agencies and public-private organizations throughout the area to promote orderly growth and redevelopment. To achieve this end, the SSCRPC conducts numerous research studies, analytic reviews and planning projects each year. It also acts in regional capacities, for example serving as the Metropolitan Planning Organization for transportation planning through the Springfield Area Transportation Study (SATS). Additional information concerning the Commission can be found at www.sscrpc.com.

B. Submission

Interested firms must submit three (3) copies of their proposal no later than **3:00 p.m.**, prevailing time, **Monday, April 11, 2011**. Proposals submitted after this time will not be considered. The SSCRPC shall not be held responsible for timeliness of mail or messenger delivery.

Submittals should be addressed to:

**Jeff Fulgenzi, Senior Planner
Springfield-Sangamon County Regional Planning Commission
200 S. 9th Street - Room 212
Springfield, IL 62701-1629**

Envelopes and packages containing submittals made by mail or messenger shall be marked: **"ATTN: RFP SSCRPC 01/11"**.

Limited copies of this RFP may be obtained from the office of the SSCRPC, Room 212, 200 South 9th Street, Springfield, IL 62701-1629, on or after February 17th, 2011, by contacting Mr. Jeff Fulgenzi. Interested firms or individuals may also download the RFP from the SSCRPC website (www.sscrpc.com).

The SSCRPC reserves the right to reject any submission for failure to adhere to these requirements, and to waive irregularities therein. All submitting firms grant to the SSCRPC a non-exclusive right to use, or cause others to use, the contents of the submission for any purpose. All submissions will become the sole property of the SSCRPC.

Additional consulting firms as subconsultants, subcontractors, and joint ventures are permitted for the purposes of this proposal.

C. Interpretations and Addenda

All questions, requests for interpretations and comments must be submitted in writing to the SSCRPC and to the attention of either Norm Sims, Executive Director, or Jeff Fulgenzi, Senior Planner, at the above address. Faxes are acceptable (217/535-3111) for the purpose of requesting interpretations and comments. Responses, interpretations or clarifications to questions or comments received from prospective consultants will be posted on the SSCRPC website. Only written clarifications from the SSCRPC will be binding; oral and other interpretations or clarifications will be without legal effect.

Please check the SSCRPC website at www.sscrpc.com during the RFP response period for any addenda to the RFP and for questions and answers.

D. Anticipated Consultant Selection Schedule:

Anticipated Sequence	Date
Proposal Distribution	February 17, 2011
End of RFP Question Period	April 4, 2011
Proposal Due Date	April 11, 2011
Proposal Opening	April 12, 2011
Possible Consultant Interviews	April 18-20, 2011
Proposal Review Action	April 25, 2011
Anticipated Notice to Proceed	May 1, 2011

E. Background information

The following data/information will be available to the selected consultant:

1. Aerial photography and general mapping data for the study area.
2. Socio-demographic and traffic data. The SSCRPC can also provide access to its Travel Demand Model if needed.
3. Any relevant planning reports, including but not limited to: The Proposed Regional Plan Outline and phase proposal; Study Group reports developed over the last year for the purposes of developing a regional long-range plan; lists of Study Group members; list

of members of the Municipal Officials Committee (Regional Mayors Caucus); existing local comprehensive plans and similar planning documents held by the SSCRPC or available to it. It should be noted that the planning process for this effort is underway and a significant portion of the data gathering has been completed during Phase II of this project and will be made available to the prospective consultants.

4. Other relevant data or information noted by the consultant in the consultant's submitted RFP if that data or information is available through the SSCRPC.

F. Preparation Costs

All costs incurred for proposal preparation, presentation or contract negotiations are the responsibility of the consulting firm. The SSCRPC is not responsible for the cost of any information solicited or received.

G. Prime Consultant Responsibilities

The consultant selected will be required to assume responsibility for all services offered in the proposal, regardless of who provides them. The selected consultant shall be the sole point of contact regarding contractual matters.

The SSCRPC expects that this project will be conducted primarily by the consultant, with help from the SSCRPC staff as needed and agreed upon between the SSCRPC and the consultant in the final scope of work.

Any agreement resulting from this solicitation is subject to financial assistance from the Illinois Comprehensive Regional Planning Fund (CRPF). Due to the timing related to the availability of these funds, this project is being conducted in phases.

Phase I involved organization of the communities into a planning alliance and establishment of five (5) study groups addressing the study region's strengths and weaknesses related to: Environment & Natural Resources; Economy & Technology Development; Transportation & Public Infrastructure; Housing & Neighborhoods; and Heritage, Recreational & Cultural Amenities.

Phase II involved the development of background information through the work of the Study Groups, as well as the development of draft goals.

Phase III involves the establishment of priorities for the region, and is expected to primarily involve public engagement and input activities.

Phase IV involves the establishment of joint strategies to achieve the priorities identified in Phase III.

It is anticipated that a sixth study group will be established in Phase V of this effort to address Land Use & Development in the unincorporated areas, taking into account the work done in the first four phases. As the SSCRPC expects to conduct this final phase using internal resources, it is not seeking proposals for Phase V at this time. However, the SSCRPC reserves the right to enter into a contract with the successful proposer for Phases III and IV for this work as well.

H. Funding Availability and Project Phases

CRPF funds are available in the amount noted below for Phase III activities in FY2011. It is anticipated that funding will be available in FY2012 for Phase IV efforts. It is the intention of the Commission to identify a consultant for Phase III activities, continuing the project into FY2012 to complete Phase IV activities subject to the availability of CRPF in that fiscal year. The consultant is, then, proposing for both Phases III and IV, understanding that work to be conducted in Phase IV is subject to fund availability.

I. Limitations on Agreement and Other Requirements

The consultant will be required to comply with all applicable local, state and federal laws and regulations. This includes, but is not limited to, compliance with regulations relative to nondiscrimination in federally assisted programs, Equal Employment Opportunity laws and regulations, and the Drug Free Workplace Act (24 CFR Part 21). This includes: Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d – Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR Part 1; prohibitions against handicapped individuals under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8; the requirements of 24 CFR 5.105(a) regarding equal opportunity as well as the requirements of Executive Order 11246 (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR Chapter 60; Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise). The selected consultant will be required to provide all necessary local and federal certificates of compliance prior to final award.

J. Proposal Mistakes or Withdrawal

A consultant who seeks to rescind their proposal or correct an error in the proposal may do so no later than two business days after proposal submission: C.O.B. April 13, 2011.

After the proposals are opened, they may not be withdrawn for ninety (90) calendar days. However, prior to the date and time set for the proposal opening, proposals may be withdrawn by the consultant's authorized representative if such request is made in writing (not including facsimile, telegram, email or other form of electronic communication). The written notification is to be an original document, on the consultant's firm letterhead, and signed by the authorized representative.

K. SCOPE OF WORK

a. Project Goal and Overview

The SSCRPC seeks assistance in the conduct of Phases III and IV, as described above, of a regional comprehensive plan and related implementable strategies. In doing so, the SSCRPC expects that the plan will take into account not only the area of focus, but also current comprehensive plans for the jurisdictions within Sangamon County, including local corridor or neighborhood plans where they exist.

b. Project Scope

The successful proposer is expected to carry out the following general tasks. *We note these as general tasks as the SSCRPC desires to not provide proposers with specifics as to how these tasks might be approached, but to leave this to the creativity and expertise of those proposing.* The consultant's proposed approach to carrying out these tasks and experience with similar projects, will be a critical element in consultant selection.

- 1) Review of data and information pertaining to the project area previously developed. We anticipate that this may include:
 - a. Review and analysis of the information developed by and for the Study Groups. This includes: land use, transportation, capital improvement, traffic circulation, zoning, recent development proposals, demographic and economic trends, and current and historic data regarding tax generation.
 - b. Review and analysis of existing county and local comprehensive plans, as well as other existing plans that the proposer may find relevant to the activities to be conducted under Phases III and IV.
- 2) Public and stakeholder outreach and engagement activities. We anticipate that this may include:
 - a. Multiple local citizen "workshops" and public engagement activities.
 - b. Review and analysis of this input so as to finalize proposed priorities for the region based upon a 20-year planning horizon.
- 3) Creation of the regional plan. We anticipate that this may include:
 - a. Drawing from the final priorities, the development of goals for the region and strategies to achieve them.
 - b. Working with the jurisdictions making up the planning alliance, identification of local strategies or actions they may take to implement the regional strategies in order to achieve the long-range goals for the region.

The SSCRPC wishes to specifically note that while aspects of this project may lead to consideration of local plans for targeted areas, its primary focus is on the effective development of the region as a whole and the creation of an actionable plan for this purpose. Proposers must take this intended outcome into account in the development of their proposals and approach to the tasks, and be able to demonstrate expertise that will lead to such an outcome.

L. PROPOSAL CONTENT. The proposal shall contain the following:

- a. **Cover Letter.** Each RFP submission should be accompanied by a cover letter, which includes:
 - i. The consultant's name and address.
 - ii. A clearly identified point-of-contact for the consultant, including their name, title, telephone number, and email address.
 - iii. A statement that the proposal is in response to this RFP.

- b. **Work Plan.** The proposal shall include a detailed work plan that indicates the consultant's understanding of the project and the proposed scope of services. This shall include, but is not limited to, the following:
- i. Description of tasks, activities and/or procedures, and the approach to be undertaken by the consultant for each.
 - ii. A description of any deliverables to be provided as an outcome of each task.
 - iii. Data updates or information that would be required to be provided by the SSCRPC for each task.
 - iv. Any issues or problems expected to be encountered and an approach to resolving them.
 - v. Schedule for consultation with or progress reports to SSCRPC staff and the project steering committee throughout the project.
- c. **Schedule of Project Activities.** The consultant shall provide a schedule for the work tasks and deliverables. The SSCRPC wishes that each phase of the project to be completed within nine (9) months of project initiation, allowing for both Phases III and IV to be completed within 18 months. Should the consultant wish to suggest a different time-frame, this may be considered if it is judged to be reasonably consistent with the proposer's approach and fund availability.
- d. **Preliminary Budget.** Budget information should be provided in a line-item format that includes direct labor (itemized by hourly direct salaries and estimated hours), overhead (as a percent of direct salaries), and other direct costs (including travel, lodging, meals, sub-contracting, printing, etc.) for both Phases III and IV. Please provide a summary tabulation as well as estimated costs per task or activity. **PLEASE NOTE:** The SSCRPC estimates that the work contemplated will require a financial commitment on its part of no more than **\$50,000** for this fiscal year, which encompasses the work to be conducted for Phase III only. Different consideration may be given to Phase IV activities that occur in the second fiscal year, and any remaining phases of the project. The SSCRPC intends to fund Phase III activities in this fiscal year with the contractual opportunity to fund the consultant for Phase IV activities in the next.
- e. **Proposed Deliverables.** The consultant should provide a list of deliverables intended to be produced during Phases III and IV. Specific note should be made concerning deliverables related to the results of public outreach and engagement activities, priorities for the region, and strategies to achieve these priorities, as noted above. While the nature and number of deliverables is dependent upon the approach to be taken by the proposer, these might also include:
- i. Activity reports to be provided to the SSCRPC at the conclusion of each task.
 - ii. An overview of the region and discussion of findings.
 - iii. Recommendations related to the long term planning goals developed by the study groups and resulting from their surveys.
- f. **Statement of Consultant Qualifications.** The consultant selected is expected to: have recently (within the last 3 years) been engaged in a similar assignment; have specific personnel experienced in similar projects assigned to the project; and have the ability to work well with local governments. The following consultant information shall be included in the proposal:

- The principal in charge and project manager for this project with current contact information.
- Any additional consulting firms/individuals to be involved in this project and the work they will perform as well as the percentage of the entire project for which they will be responsible.
- A list of and a detailed resume for each professional or technical person assigned to the project (including personnel of additional consulting firms) which includes experience or expertise that qualifies the person for this project.
- An organizational chart identifying members of the project team assigned to this project. The chart should clearly delineate roles and responsibilities of the various team members.
- A summary of final reports or work products from similar projects prepared by the personnel assigned to this project. Include contact information for the principal user for these projects.
- At least three references with contact information regarding recent relevant work. The consultant should specify its role in each of these projects.

M. **SUBMISSION FORMAT.** The proposal shall be stapled or bound with no loose pages: ***Faxed and electronic submittals will not be accepted.*** Proposals should provide a straightforward, concise description of the proposed work to be done and the consultant's ability to meet the requirements of this RFP. Economy of words and paper will be appreciated. This proposal is not a public relations document. All information provided shall relate directly to this project.

An officer of the offering firm, or a designated agent empowered to bind the firm in a contract, shall sign the proposal and any clarifications to that proposal.

We remind proposers that the length of a proposal or the graphics it includes are not as important in consultant selection for this engagement as the suggested approach, creativity and expertise the proposer can bring to this project.

N. PROPOSAL REVIEW & CONSULTANT SELECTION

a. General:

No late proposals will be considered.

Firms may be requested to provide additional information or clarifications.

The SSCRPC reserves the right to reject any and all proposals.

- b. **Review & Selection Criteria.** A proposal committee will be established by the SSCRPC Executive Director for the purpose of proposal review and evaluation. The proposal committee will evaluate all complete proposals submitted pursuant to this solicitation. The review and selection is for a professional service and will not be reviewed on a cost basis to the extent that proposers submit within the guidance

provided concerning the "Preliminary Budget", as noted above. The following criteria will be used in evaluating proposals:

- i. The consultant's demonstrated understanding of the project's purpose and intended outcomes;
- ii. The consultant's proposed work plan – *approach* – and the degree to which it meets the requirements of this RFP;
- iii. The qualifications of the firm and *expertise* of the personnel assigned to this project; and
- iv. Experience with similar projects and the *creativity* of the consultant as demonstrated through them.

Knowledge of the area under study would be beneficial but is not required.

The SSCRPC reserves the right to accept any proposal or any part or parts thereof, or to reject any and all proposals. All proposers must agree that any rejection shall be without liability on the part of the SSCRPC, Sangamon County, and the Illinois Department of Transportation for any penalty brought by the proposer because of such rejections, nor shall the proposer seek any recourse of any kind against the SSCRPC, Sangamon County, or the Illinois Department of Transportation because of such rejections, and that the filing of any proposal in response to this solicitation shall constitute an agreement of the proposer to these conditions.

The SSCRPC also reserves the right to obtain clarification of any point in a consultant's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a consultant to respond to such a request for additional information or clarification may result in rejection of the consultant's proposal.

- c. **Consultant Interviews.** The SSCRPC reserves the right to invite one or more consultants to appear for an interview with the SSCRPC staff and/or proposal committee if it appears that would be beneficial to consultant selection. However, the proposal may be the sole basis for the selection. If interviews involving travel are required, the SSCRPC is under no obligation to reimburse a consultant or consultants for these costs.
- d. **Contract Award.** Taking into account the recommendations and advice of the proposal committee, the SSCRPC Executive Director shall select a consultant and forward that recommendation for contract negotiation and funding. The SSCRPC has the right to accept or reject any and all proposals for any reason deemed appropriate.
- e. **Proposal Obligations.** The contents of the proposal and any clarifications to the contents submitted by the successful applicant shall become part of the contractual obligation and shall be incorporated by reference into the contract.
- f. **Term of Agreement.** The term of any agreement will be negotiated. The successful consultant will be expected to commence the provision of services immediately upon full execution of the agreement.

ATTACHMENT B

THE LAKOTA GROUP

September 20, 2012

212 West Kinzie Street, 3rd Floor

Chicago, Illinois 60654

312.467.5445, 312.467.5484 (fax)

SANGAMON COUNTY REGIONAL COMPREHENSIVE PLAN: PHASE 4 (ACTION PLAN).

**PROFESSIONAL SERVICES AGREEMENT between The Lakota Group (Lakota) and the
Springfield-Sangamon County Regional Planning Commission (SSCRPC)**

PROJECT SCOPE:

The Springfield-Sangamon County Regional Planning Commission would like the Lakota Group to complete Phase 4, Action Plan (Comprehensive Plan) and Implementation Strategy, of the Sangamon County Regional Comprehensive Plan. It is understood that Phase 4 will focus on creating the necessary planning policies, action steps and strategies for implementing key regional planning goals and objectives determined during planning process completed thus far. The Action Plan and Implementation Strategy will be used by the SSCRPC and each of the participating communities in the region in assisting and guiding decision-making, policy creation and the advancement of goals for overall positive, beneficial growth of the Sangamon County region. Lakota will review the proceedings of the Phase 3 community workshop and engagement activities, discuss critical planning issues with SSCRPC staff, produce a draft regional Comprehensive Plan, meet with a Steering Committee to garner additional feedback, and complete a Final Comprehensive Plan document. Lakota recognizes that time is of the essence and will complete Phase 4 by the end of November 2012. Lakota will prepare the Comprehensive Plan based on the following:

- The firm's experience in land/district planning, comprehensive planning and implementation strategies;
- Experience working with municipalities and counties on similar projects;
- Previous working knowledge and experience in Springfield, Illinois;
- Experience in community engagement processes; and,
- Direct involvement of the firm's principals and senior staff.

PROJECT TASKS:

Task 1. Document/Workshop Proceedings Review

Lakota will review all proceedings from the Phase 3 community workshops and other relevant

1 documents and plans in order to move forward with the development of the Comprehensive
2 Plan and Implementation Strategy.

3
4 **Task 2. Staff Review Meeting, Research and Field Work (Visit #1)**

5 Lakota will conduct any additional fieldwork and research necessary for developing the
6 Comprehensive Plan and Implementation Strategy, including all necessary illustrative maps and
7 graphics. Fieldwork may focus on important transportation corridors and gateways leading into
8 the City of Springfield, catalytic sites, and other planning concerns/issues as identified by the
9 Commission. Prior to the fieldwork, Lakota will meet with SSRPC to discuss regional planning
10 issues, opportunities, potential implementation strategies and action steps. Project schedule,
11 deliverables and final format of the County Comprehensive Plan will also be discussed.

12 Fieldwork will occur over two days.

13
14 **Task 3: Draft Comprehensive Plan and Implementation Strategy**

15 Lakota will prepare a Draft Comprehensive Plan and Implementation Strategy that outlines
16 specific regional planning goals and objectives as well as key implementation actions, key tasks,
17 time frames, funding sources, and respective roles and responsibilities of the SSRPC and other
18 public and private sector partners. The Comprehensive Plan will be a policy plan in format and
19 content and will include the following elements:

- 20
21 Land Use Plan (land use, transportation, infrastructure)
22 Regional/Area Context Diagrams including Future County Land Use Diagrams
23 Specific Site Studies/Springfield Corridor-Gateways
24 County and Local Zoning/Development Regulations/Policy Refinements
25 Catalytic public sector and private sector projects
26 Organizational capacity building and partnerships

27
28 **Task 4: County Land Use Map**

29 Lakota will prepare a County Land Use Map to be included as part of the Draft and Final
30 Comprehensive Plan using the SSRPC's GIS mapping system.

31
32 **Task 5: Steering Committee Review (Visit #2)**

33 Meet with the SSRPC and Steering Committee, composed of representatives from the County's
34 municipalities and other governmental units to review the Draft Comprehensive Plan,
35 Implementation Strategy and Land Use Map. Lakota will prepare revisions and refinements as
36 necessary based on comments and feedback from the Steering Committee.

37
38 **Task 6: Second Draft Comprehensive Plan and Implementation Strategy**

39 Prepare the Second Draft Comprehensive Plan and Implementation Strategy for review by the
40 Commission.

41
42 **Task 7: SSRPC Staff Plan Review (Conference Call)**

43 Lakota will conduct a conference call with SSRPC staff to review the Second Draft
44 Comprehensive Plan document and determine any additional changes and revisions.

45
46 **Task 8: Final Comprehensive Plan**

47 Lakota will complete revisions and submit a Final Comprehensive Plan document to the
48 Commission.

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4 **PROJECT TERMS:**

5
6 Lakota will work closely with the SSCRPC to refine the project approach and schedule/manage
7 the project. All planning analysis will be based on data and resources provided by the SSCRPC
8 and other relevant entities. Lakota has the resources, experience and expertise to conduct a
9 planning assignment of this scope and will complete this project by the end of November 2012.

10
11 **Professional Fees + Expenses**

12
13 The budget for professional fees and reimbursable expenses is as follows:

14
15 **Comprehensive Plan including Action Plan + Implementation Strategy** \$ 35,320
16 **Expenses** \$ 3,592
17 **Total:** \$ 38,852

18
19 The above fee estimate can be adjusted based on clarifications or changes to the work scope
20 made by the SSRPC. The fee estimate includes all the meetings outlined in the Project Tasks. It
21 does not include any additional meetings, project reviews, presentations, studies, plans or
22 designs other than those outlined above. If requested for budgeting purposes, our team will
23 provide fee estimates for additional tasks.

24
25 The above fee/expense estimates include 10-bound color, hard copies of the Final
26 Comprehensive Plan. If additional report copies are requested, printing cost estimates will be
27 provided. An electronic copy of the final report will also be furnished to the SSCRPC for future
28 reproduction. Our hourly rates, which are listed on the budget sheet, include our direct labor
29 and overhead costs combined into a single rate. Our direct costs are included the fee and
30 expenses listed above. Any additional services requested will be billed on an hourly rate basis
31 according to the firm's current hourly rates.

32
33 **Lakota Billing Rates (2012):**

34 Principal \$240
35 Associate Principal \$220
36 Vice President \$190
37 Senior Associate \$170
38 Project Planner/Designer/Manager \$140
39 Planner/Urban Designer/Landscape Arch. \$110 - \$130
40 Research/Operations Staff \$90

41
42 Overall, this proposal does not include the following tasks:

- 43
44 Site/Landscape/Streetscape Design Documents
45 Capital Improvement Programming
46 Traffic or Transit Studies/Engineering
47 Civil or Environmental Studies/Engineering
48 Financial Feasibility or Fiscal Impact Studies

- 1 Property or Legal Surveys
- 2 Master Plans for Sub-Areas

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Please indicate acceptance of this agreement by signing one copy and returning it to our office listed above. Lakota will begin work after receiving written authorization to proceed via fax, email, mail or messenger. **The Lakota Group appreciates the opportunity to provide the SSCRPC with Professional Planning Services.**

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**ATTACHMENT C
INTERGOVERNMENTAL AGREEMENT**



Governmental Body Name Springfield-Sangamon County Regional Planning Commission			
Address 200 South 9th Street, Room 212			
City, State, Zip Springfield, Illinois 62701-1629			
Remittance Address (if different from above)			
City, State, Zip			
Telephone Number 217/535-3110	Fax Number 217/535-3111	FEIN/TIN 37-6017953	DUNS 831081000
Brief Description of Service (full description specified in Part 5) To complete the regional transportation plan and to assist communities in local planning effort.			
Compensation Method (full details specified in Part 6) Lump Sum			Agreement Term From: execution
Total Compensation Amount \$107,992	Advance Pay	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	To: 24 months after execution

REQUIRED SIGNATURES

By signing below, the GOVERNMENTAL BODY and the DEPARTMENT agree to comply with and abide by all provisions set forth in Parts 1-7 herein and any Appendices thereto.

FOR THE GOVERNMENTAL BODY:

[Signature]
Exec. Director
Signature and Job Title of Authorized Representative

E. Norman Sims
Type or Print Name of Authorized Representative
Date: 9/15/2011

FOR THE DEPARTMENT:

Keith M. Sherman
Keith M. Sherman, Bureau Chief, Urban Program Planning

[Signature]
Ellen Schanzle-Haskins, Chief Counsel
(Approved as to form)
Date: 9-26-11

Charles J. Ingersoll
Charles J. Ingersoll, Director, Office of Planning & Programming

By: *Matthew R. Hughes*
Matthew R. Hughes, Director, Finance & Administration
Date: 9/26/11

Date: 9-21-11

By: *Ann L. Schneider*
Ann L. Schneider, Acting Secretary of Transportation
Date: 9/27/11

By: _____

By: Susan Wolfsberger,
-AA II

Print Name

Print Title

INTERGOVERNMENTAL AGREEMENT
FOR
COMPLETION OF REGIONAL TRANSPORTATION PLAN AND LOCAL PLANNING ASSISTANCE

This Agreement is by and between

**Springfield-Sangamon County Regional Planning
Commission**

Please type or print legibly the GOVERNMENTAL BODY'S legal name and

200 South 9th Street, Room 212

Springfield, IL 62701-1629

Attn: Linda Wheeland

E-mail: lindaw@co.sangamon.il.us

hereinafter called the GOVERNMENTAL BODY, and the State of Illinois, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT.

Part 1	Scope/Compensation/Term
Part 2	General Provisions
Part 3	Federally Funded Agreements
Part 4	Specific Provisions
Part 5	Scope of Services/Responsibilities
Part 6	Compensation for Services
Part 7	Agreement Award Notification

PART 1

SCOPE / COMPENSATION / TERM

- A. **Scope of Services and Responsibilities.** The DEPARTMENT and the GOVERNMENTAL BODY agree as specified in Part 5.
- B. **Compensation.** Compensation (if any) shall be as specified in Part 6.
- C. **Term of Agreement.** The term of this Agreement shall be from execution to 24 months after execution.
- D. **Amendments.** This Agreement may not be amended.
- E. **Renewal.** This Agreement may not be renewed.

PART 2
GENERAL PROVISIONS

A. Changes. If any circumstance or condition in this Agreement changes, the GOVERNMENTAL BODY must notify the DEPARTMENT in writing within seven days.

B. Compliance/Governing Law. The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.

C. Availability of Appropriation. This Agreement is contingent upon and subject to the availability of funds. The Department, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason, (2) the Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. GOVERNMENTAL BODY will be notified in writing of the failure of appropriation or of a reduction or decrease.

D. Records Inspection. The DEPARTMENT or a designated representative shall have access to the GOVERNMENTAL BODY's work and applicable records whenever it is in preparation or progress, and the GOVERNMENTAL BODY shall provide for such access and inspection.

E. Records Preservation. The GOVERNMENTAL BODY, shall maintain for a minimum of **three years** after the completion of the Agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement.

F. Subcontracting/Procurement Procedures/Employment of Department Personnel

1. Subcontracting. Subcontracting, assignment or transfer of all or part of the interests of the GOVERNMENTAL BODY concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the DEPARTMENT.

2. Procurement of Goods or Services – Federal Funds. For purchases of products or services with any Federal funds that cost more than \$3,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C 403(11), (currently set at \$100,000.00) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Federal funds that are in excess of the simplified acquisition threshold fixed at 41 U.S.C. 403(11), (currently set at \$100,000.00) will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used, provided that the procurement procedures conform to the provisions in Part 3(K) below. The GOVERNMENTAL BODY may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) after solicitation of a number of sources, competition is determined inadequate.

3. Procurement of Goods or Services – State Funds. For purchases of products or services with any State of Illinois funds that cost more than \$10,000.00, (\$5,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at \$34,000.00 and \$20,000.00 for professional and artistic services) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any State of Illinois funds in excess of the small purchase amount (currently set at \$34,000.00 for goods and services and \$20,000.00 for professional and artistic services) will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used. The GOVERNMENTAL BODY may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) after solicitation of a number of sources, competition is determined inadequate.

The GOVERNMENTAL BODY shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

4. EMPLOYMENT OF DEPARTMENT PERSONNEL. The GOVERNMENTAL BODY will not employ any person or persons currently employed by the DEPARTMENT for any work required by the terms of this Agreement.

PART 3
FEDERALLY FUNDED AGREEMENTS
[Not applicable to this Agreement]

PART 4
SPECIFIC PROVISIONS

A. **Invoices.** GOVERNMENTAL BODY will submit one invoice to the DEPARTMENT to conduct the scope of services listed in Part 5. Any funds remaining at the end of the 24 months shall be returned to the DEPARTMENT via a check made out to the State of Illinois and mailed to the address below within 45 days of the end of the AGREEMENT.

The invoice shall be signed and sent to the following address:

Illinois Department of Transportation
Urban Program Planning
Attn: Nancy Dial
2300 S. Dirksen Parkway, Room 311
Springfield, Illinois 62764

GOVERNMENTAL BODY WILL ISSUE ONE INVOICE TO THE DEPARTMENT FOR A LUMP SUM PAYMENT OF \$107,992.

B. **Billing and Payment.** All invoices for services performed and expenses incurred by the GOVERNMENTAL BODY prior to July 1st of each year must be presented to the DEPARTMENT no later than July 31 of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the DEPARTMENT shall not be obligated to make payment to the GOVERNMENTAL BODY on invoices presented after said date. Failure by the GOVERNMENTAL BODY to present such invoices prior to said date may require the GOVERNMENTAL BODY to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this Agreement. The DEPARTMENT will send all payments to the GOVERNMENTAL BODY's remittance address listed in this Agreement.

C. **Termination.** If the DEPARTMENT is dissatisfied with the GOVERNMENTAL BODY'S performance or believes that there has been a substantial decrease in the GOVERNMENTAL BODY'S performance, the DEPARTMENT may give written notice that remedial action shall be taken by the GOVERNMENTAL BODY within seven (7) calendar days. If such action is not taken within the time afforded, the DEPARTMENT may terminate the Agreement by giving seven (7) days written notice to the GOVERNMENTAL BODY. Additionally, the DEPARTMENT may terminate the Agreement by giving **thirty (30)** days written notice. In either instance, the GOVERNMENTAL BODY shall be paid for the value of all authorized and acceptable work performed prior to the date of termination, based upon the payment terms set forth in the Agreement.

D. **Location of Service.** Service to be performed by the GOVERNMENTAL BODY shall be performed as described in Part 5.

E. **Ownership of Documents/Title to Work.** All documents, data and records produced by the GOVERNMENTAL BODY in carrying out the GOVERNMENTAL BODY'S obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of the DEPARTMENT. The DEPARTMENT shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to the GOVERNMENTAL BODY. All documents, data and records utilized in performing research shall be available for examination by the DEPARTMENT upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of the DEPARTMENT, be appropriately arranged, indexed and delivered to the DEPARTMENT by the GOVERNMENTAL BODY.

F. **Software.** All software and related computer programs produced and developed by the GOVERNMENTAL BODY (or authorized contractor or subcontractor thereof) in carrying out the GOVERNMENTAL BODY'S obligation hereunder, without limitation and whether preliminary or final, shall become and remain the property of both the DEPARTMENT and the GOVERNMENTAL BODY. The DEPARTMENT shall be free to sell, give, offer or otherwise provide said software and related computer programs to any other agency, department, commission, or board of the State of Illinois, as well as any other agency, department, commission, board, or other governmental entity of any country, state, county, municipality, or any other unit of local government, or to any entity consisting of representatives of any unit of government, for official use by said entity. Additionally, the DEPARTMENT shall be free to offer or otherwise provide said software and related computer programs to any current or future contractor.

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

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

H. **Reporting/Consultation.** The GOVERNMENTAL BODY shall consult with and keep the DEPARTMENT fully informed as to the progress of all matters covered by this Agreement.

I. **Travel Expenses.** Expenses for travel, lodging, or per diem could possibly be paid by the DEPARTMENT pursuant to this Agreement. The GOVERNMENTAL BODY shall follow the Travel Guide for State Employees issued by the Illinois Department of Central Management Services on any travel covered under this Agreement.

J. **Indemnification.** Unless prohibited by State law, the GOVERNMENTAL BODY agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on any alleged injury or damage of any type arising from the actions or inactions of the GOVERNMENTAL BODY and/or the GOVERNMENTAL BODY'S employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.

K. **Equal Employment Opportunities, Affirmative Action, Sexual Harassment.** The GOVERNMENTAL BODY will comply with the Illinois Human Rights Act with respect to public contracts, including equal employment opportunity, refraining from unlawful discrimination and having a written sexual harassment policy.

L. **Tax Identification Number.**

GOVERNMENTAL BODY certifies that:

1. The number shown on this form is a correct taxpayer identification number (or it is waiting for a number to be issued.), and
2. It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the GOVERNMENTAL BODY that it is no longer subject to backup withholding, and
3. It is a U.S. entity (including a U.S. resident alien).

NAME OF GOVERNMENTAL BODY: Springfield-Sangamon County Regional Planning Commission

Taxpayer Identification Number: 37-6017953

Legal Status (check one):

Tax-exempt

Government

Nonresident Alien

Other _____

M. International Boycott. The GOVERNMENTAL BODY certifies that neither GOVERNMENTAL BODY nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).

N. Forced Labor. The GOVERNMENTAL BODY certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the DEPARTMENT under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583)

PART 5 SCOPE OF SERVICE/RESPONSIBILITIES

The DEPARTMENT will provide funding to the GOVERNMENTAL BODY to do the following activities:

- a.) Complete Phase IV of the Regional Plan for Sangamon County, a development of a long-range, comprehensive plan for the region targeted toward sustainability regarding the environment and natural resources, economic and technology development, transportation and infrastructure, housing and neighborhood, local and public amenities, and land use and development;
- b.) Assist in the funding and development of transportation planning projects submitted by smaller communities (general units of government with populations of less than 10,000) by conducting a one-year pilot program jointly with Springfield Area Transportation Study (SATS) to provide micro-grants for transportation-related planning activities, such as conducting inventories of existing routes to determine their physical condition and capacity; determining the types and volumes of vehicles using these routes; predicting the level and location of future population, employment, and economic growth; using such information to determine current and future transportation needs; and other projects that would advance efforts to achieve the goals and objectives listed in the SATS Long Range Transportation Plan;
- c.) Assist local communities with the development of the transportation component of their planning by providing short-term funds as match dollars on eligible planning projects; and
- d.) Coordinate and manage the comprehensive regional planning activities; update the regional performance indicator system; and provide local communities with information on best planning practices.

Deliverables: The GOVERNMENTAL BODY will provide the DEPARTMENT with the following:

- 1.) Regional Plan for Sangamon County;
- 2.) Report on the micro-grant program;
- 3.) Report on the local match funding to communities; and
- 4.) Quarterly reports on the status of regional planning activities

The GOVERNMENTAL BODY will make available, at the DEPARTMENT's request, copies of all work products prepared through this Agreement.

**PART 6
COMPENSATION FOR SERVICES**

State Fund(s)		
Appropriation Code: 011-49401-1900-2000	\$107,992	100%

Prior to termination of this Agreement the GOVERNMENTAL BODY will submit a complete accounting for all funds expended pursuant to this Agreement. In addition, Office of Planning and Programming staff will monitor GOVERNMENTAL BODY's progress in fulfilling the terms of this Agreement which may include site visits and records' reviews. Any money remaining or unaccounted for at the end of 24 months from the date of execution will be returned to the State via a check made out to the State of Illinois and sent to the DEPARTMENT within 45 days to the address in Part 4, Paragraph A.

PART 7

AGREEMENT AWARD NOTIFICATION

REQUIRED FOR ALL PROJECTS

Does this project receive Federal funds? Yes No

Amount of Federal funds: N/A

Federal Project Number: N/A

Name of Project: State Metropolitan Planning annual apportionment to Springfield Sangamon County Regional Planning Commission

CFDA Number*, Federal Agency, Program Title: N/A

*For CFDA (Catalog of Federal Domestic Assistance) Number, refer to original Federal Award/Grant Agreement.

ANNUAL CERTIFICATION FOR COMPLIANCE WITH FEDERAL OMB-CIRCULAR A-133

NOTICE

- The certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending federal funds for this project. It does not apply to for-profit public or private entities.
- If OMB Circular A-133 applies to your organization, submit the certification or a copy of your OMB A-133 single audit to the department at the end of your fiscal year for any fiscal year in which you expended any federal funds related to this contract.

NOTE: ANNUAL COMPLIANCE WITH THIS REQUIREMENT IS MANDATORY FOR EVERY YEAR IN WHICH FEDERAL FUNDS ARE EXPENDED FOR THIS PROJECT BY ANY STATES, LOCAL GOVERNMENTS OR NONPROFIT ORGANIZATIONS. FAILURE TO COMPLY WITH THE ANNUAL CERTIFICATION TO THE DEPARTMENT WILL RESULT IN THE SUSPENSION OF PAYMENTS TO REIMBURSE PROJECT COSTS.

In accordance with OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, such non-federal entities that expend \$500,000 or more in federal awards in a year are required to have a single audit performed in accordance with OMB Circular A-133. The Illinois Department of Transportation (IDOT) is required by federal law to obtain and review the single audit of all entities that had any federally participating funds pass through it, irrespective of the amount provided by IDOT. It is the responsibility of the agencies expending federal funds to comply with the requirements of OMB Circular A-133 and determine whether they are required to have a single audit performed.

In order to comply with this requirement, your agency must provide the following information to the department on an annual basis for every year in which you expended funds for costs associated with this project:

1. If your agency expended \$500,000 (or the current OMB Circular A-133 qualifying amount) or more in federal awards from all sources, including other agencies, in a year, you are required to have a single audit performed in accordance with OMB Circular A-133 and submit a copy of the report to the

department within the earlier of 30 days after completion of the single audit or no more than nine months after the end of your fiscal year end.

This is an annual requirement for every year in which you expended funds for this project.

2. If your agency did not expend \$500,000 (or the current OMB Circular A-133 qualifying amount) or more in federal awards from all sources, including other agencies, in any fiscal year for which you expended funds for project costs and were not required to conduct a single audit, you must complete and return the certification statement.

This is an annual requirement for every year in which you expended funds for this project.

3. If your agency receives multiple awards from the department, only one annual submittal of this information is required.

Please submit a copy of your OMB Circular A-133 single audit or the Single Audit Not Required Certification to:

Illinois Department of Transportation
Audit Section, Rm. 303
2300 South Dirksen Parkway
Springfield, IL 62764

Attn: Sam Frioli

The single audit must be comprised of four parts. You have the option of including the four parts in one report or a combination of reports. The four parts are commonly known as:

1. Comprehensive Annual Financial Report (Financial Statements).
2. Schedule of Expenditures of Federal Awards and Independent Auditor's Report thereon.
3. Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and other matters based on an Audit of Financial Statements performed in accordance with Government Auditing Standards.
4. Independent Auditor's Report on Compliance with Requirements Applicable to each Major Program and on Internal Control over Compliance in accordance with OMB Circular A-133.

Additional information which should be submitted:

1. Corrective Action Plan(s), if applicable.
2. Management Letter, if applicable.
3. Status of Prior Year Findings, if applicable.

For your convenience, you may also submit the information via email to Julie Brooks at Sam.Frioli@illinois.gov or via fax at 217/782-5634. If you have any questions, please contact Sam Frioli at 217/557-4166 or Lori Beeler at 217/782-6467.