



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

**PROGRAM MANAGER MUNICIPAL ENGINEERING SERVICES  
PEORIA, ILLINOIS**

**OPTIONAL PRE-SUBMITTAL CONFERENCE: 2:00PM WEDNESDAY, AUGUST 13, 2025**

**STATEMENTS DUE: 2:00PM WEDNESDAY August 27, 2025**

The City of Peoria invites qualified professional engineering Firms to submit their Qualifications for Program Manager Municipal Engineering Services in the areas of transportation, stormwater, sewer/combined sewer, construction and Solid Waste – Landfill. Program management will consist of recommending future projects, program budgets, and overseeing consultants that are performing planning, design, construction engineering and other engineering services, with strong focus on the following as overarching responsibilities:

Oversee and coordinate a group of related projects within the department, ensuring they align with the strategic goals by managing resources, tracking progress, and facilitating collaboration across different inter-city departments/divisions and achieve the overall program objectives, taking a broader view compared to a project manager who focuses on individual projects alone; essentially, they act as a strategic leader for complex initiatives within the Department.

Key aspects of the role:

- **Strategic planning:** Develop high-level program plans, timelines, and success metrics aligned with our objectives.
- **Project coordination:** Manage dependencies and interactions between multiple projects within a program.
- **Resource allocation:** Assist in allocating budget and provide input toward qualified firms across different projects within the program.
- **Stakeholder management:** Communicate program progress and address concerns with key stakeholders.
- **Risk management:** Identify and mitigate potential risks across the program.
- **Performance monitoring:** Track project progress, identify issues, and implement corrective actions.

- **Cross-functional collaboration:** Foster communication and teamwork between different teams involved in the program.
- **Reporting and analysis:** Provide regular updates on program status and key performance indicators to leadership.

The City of Peoria’s Engineering Division will accept sealed proposals submitted to the Office of the City Engineer, Public Works Building, 3505 Dries Lane, Peoria, Illinois, 61604, until **2:00pm., Wednesday, August 27, 2025**, for establishing a contract with qualifying 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.

For the purpose of this RFQ “City” means the City of Peoria and “Firm” means the engineering firm submitting a response to this RFQ. Qualified Firms shall provide services based on the Project Scope and Submittal Requirements sections provided below.

## **TRANSPORTATION, STORM WATER, SEWER/COMBINED SEWER, SOLID WASTE – LANDFILL, AND CONSTRUCTION PROGRAM MANAGERS**

### **1. INTRODUCTION**

The existing agreements for Program Managers will expire at the end of 2025. The city is seeking program management services for sewer/combined sewer, stormwater, transportation, solid waste – landfill and construction. Further contained within the core functions outlined above, program management will consist of recommending future projects, program budgets, and overseeing consultants that are performing planning, design, construction engineering and other engineering services.

The City plans to award a contract for these services to the best-qualified firms. 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 top-ranked firm. The City anticipates selecting up to five (5) firms but will make the selections based on the top-ranked firms. The negotiations will be to establish a detailed scope of services and total cost for services. Should the top-ranked firm and the City not be able to reach an agreement, the City will terminate negotiations with that firm and open negotiations with the second-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 RFQ. 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 not to compensate a consultant for any time or expenses incurred during the selection and negotiation processes.

## **2. PROGRAM DESCRIPTION**

### **2.1 PROGRAM NEED, PURPOSE AND OBJECTIVE**

The purpose of the Program Manager Consultant will be to collaborate with Public Works engineering staff and function in an advisory capacity to the Public Works Director and City Manager.

The program managers objectives will be to oversee planning, budgeting, design, construction engineering, and other engineering work done by consultants. Project work will be carried out by consultants employed under Master Service Agreements (MSAs) or through independent Requests for Qualifications (RFQs). City staff will select consultants to perform the project engineering and other engineering work under the MSA or RFQ processes. The program managers will act as the city staff program and projects advisor to oversee the work, answer routine questions, process invoices, track the schedule and budget and report to the city engineering staff. See Section three for more details on the scope of services.

To eliminate possible conflicts of interest, a program manager will not be assigned to oversee their own firm's projects. Instead, one of the other program managers or city staff will be assigned to act as the program manager for that project.

The program manager format allows the consultant to be flexible using their staff to perform the needed tasks. Some services may require engineering expertise, but engineering technicians, administrative staff, fiscal staff, and other areas of expertise may perform other duties. This format will help the program managers to provide a high-quality product in an efficient manner that is on schedule and on budget.

### **2.2 PROGRAM COMPONENTS**

#### **2.2.1 GENERAL SCOPE OF SERVICES**

The City of Peoria requires program management services in the areas of transportation, stormwater, sewers/combined sewers, solid waste – landfill, and construction. Program management will consist of assisting Public Works staff with asset management, long range planning, project selection, planning/estimating program and project budgets, grant applications and management, as well as being Public Works technical subject matter experts. The program managers will also oversee other consultants that will be performing planning, design, construction engineering and other engineering services. The selected consultants will also assist the city in implementing asset management software, OpenGov.

See Appendix 2: Program Manager Tasks for more details. This document identifies some of the expected tasks that the Program Managers will complete. The Program Manager role is flexible. Additional tasks will be identified as city needs change. The Program Managers and city engineering staff will develop roles together based on the available budget. The consultants will be responsible for tracking their budget and ensuring that they can complete the tasks as requested. Funding is limited and prioritization of tasks may be necessary. Public Works will be responsible for making the final decisions on task assignments and prioritizations of work. The consultants will be responsible for completing tasks according to the schedule mutually set by department leadership/city engineering staff and the Consultant.

### **2.2.2 MEETINGS, PRESENTATIONS, PUBLIC INVOLVEMENT, AND REPORTS**

The Program Managers will act as contract employees, similar to City staff and will need to maintain regular communication with Public Works Engineering staff. It is anticipated that the Program Manager or their representative will spend at least one day a week, preferably two, working in the Public Works Office. Use of local staff is recommended. Non-local staff can be used for routine service; however, travel expenses would not be reimbursable. Travel expenses for specialized expertise could be eligible with prior approval from staff. Expected meetings will include an initial kickoff meeting, periodic staff meetings, monthly program meetings, City Council meetings, Commission meetings (such as Transportation Commission), public meetings related to programs and projects, neighborhood meetings, and meetings for program planning and budgeting, as well as any other necessary meetings to fulfill the Program Manager's responsibilities. These meetings may take place during regular working hours, after hours, or weekends.

Presentations will be required at City Council, Commission, neighborhood and public meetings, and for City staff.

Reports include an annual program report, preparing information for the Community Investment Plan, budget, and annual engineering metrics reporting, the end of the year budgeting for outcomes reporting and other reports and data as requested.

### **2.2.3 DELIVERABLE PRODUCTS**

The firm selected shall provide all deliverable products to the City Engineer for approval and dissemination. Electronic copies of the deliverables will be required. If hard copies are required, the number of hard copies will depend upon the deliverable. Electronic format for all submittals shall be compatible with the current City software. All work products and work files will be considered property of the City. Final documents will be certified by the required licensed professionals in the State of Illinois if required. Freedom of Information Act (FOIA) requests may be submitted to the city that would require consultant emails, text messages, reports and other documentation be submitted within the FOIA timeframe.

## 2.2.4 PROVISIONS BY THE CITY OF PEORIA

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

1. Current GIS Data
2. Community Investment Plan 2026-2030
3. Designation of a person from the engineering staff to act as the City’s Project Manager with respect to the flow of information and for the purposes of having direct access to the 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 all phases of this program shall reside with the Department Director or City Engineer.
4. Access to City’s electronic files
5. Access to Public Works and City software systems as appropriate
6. Workspace and office equipment in Public Works
7. Annual Work Order

## 2.3 PROGRAM SCHEDULE

Selection will be made according to the following table:

RFQs Advertised.....	July 31, 2025
OPTIONAL Pre-Submittal Meeting at <b>2:00PM</b> .....	August 13, 2025
Due date for submittals from interested firms <b>2:00PM</b> .....	August 27, 2025
Selection Committee ranks submittals and meets.....	August 27 – September 17, 2025
Committee informs highest ranked firm and begins negotiations.....	September 17, 2025
Contracts submitted for City Council Agenda process.....	October 1, 2025
City Council Meeting at which Contract is recommended for Approval.....	October 14, 2025
Work Order Sent to Approved Firm (approximately).....	November 15, 2025
Work begins .....	January 2026

### 2.3.1 OPTIONAL PRE-SUBMITTAL MEETING

A questions and answers session will be held at the Public Works Department at 3505 N Dries Ln Peoria, IL on Wednesday August 13, 2025, at 2:00pm. If you are unable to attend in person email [publicworks@peoriagov.org](mailto:publicworks@peoriagov.org) by 4:00 p.m. on August 12, 2025, to request a link to join to the conference remotely.

### **2.3.2 PROGRAM DURATION**

The city anticipates authorizing the agreement so that engineering services can begin in January 2026. Each year, City Engineering staff will issue a work order for that year's program management. The City reserves the right to cancel a work order or not issue the next year's work order. If possible, the city will give up 90 days' notice to the consultant. This Program Manager Master Service Agreement will continue through December 31, 2028. The contract may be extended in one-year increments two times.

### **2.4 ANTICIPATED CHALLENGES**

The program manager and City staff will define the duties and responsibilities together to accomplish the program goals.

### **2.5 ESTIMATED BUDGET**

The total dollar value for each Program Manager Master services agreement will vary, however, in general, a (5) five-year agreement will range from \$1,250,000 to \$2,000,000. Public Works will issue annual work orders for the Program Manger work. The total value of the work will depend on the proposed projects and available funding.

## **3. PUBLIC NOTICE**

The notice of Public Advertisement for Program Manager Municipal Engineering Services will appear in the local Peoria Journal Star newspaper on Thursday July 31 and Friday August 1, 2025, will be posted to the City of Peoria's Webpage ([www.peoriagov.org](http://www.peoriagov.org)), and will be posted to the City of Peoria's e-alerts notification system. The advertisement will allow over 21 calendar days' notice until proposals are due on Wednesday, August 27, 2025, at 2:00pm.

## **4. CONFLICT OF INTEREST**

Submit one disclosure statement with the response. The disclosure statement shall be the Consultant's Disclosure Statement form in Appendix 2.

## **5. 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. SUBMITTAL OF QUALIFICATIONS**

Firms are to submit a written response of qualifications, 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 program. Firms interested in submitting should have recent specific experience with this type of program.

The submission should include:

1. A cover letter that includes:
  - a. Name, address, email address and phone number of a contact person responsible for and knowledgeable of the submittal
  - b. A section that clearly identifies which program management category/categories (transportation, stormwater, sewer/combined sewer, solid waste - landfill or construction) are to be evaluated. Each consultant may only be selected for one program management category.
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.

Firms 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.

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

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

## **7. EVALUATION FACTORS**

- A. **Technical Approach (25%) maximum of 2 pages per each Program Management Category:**
  1. Approach to the planning, organizing and management of the program including tracking of schedules and budgets
  2. Program Understanding
  3. Innovative concepts
  4. Communication Plan
  5. Staffing Plan: identify which staff will perform anticipated duties, will they work virtually or in person, and the office location where they are based

**B. Firm Experience (15%) maximum of 2 pages per firm:**

1. Name, size, and brief description of the firm, including the same information for any proposed sub-consultants.
2. Qualifications and experience of the firm and sub-consultants (if any)
3. If sub-consultants are proposed, describe the role proposed for each firm or sub-consultant involved in the program management, and the approximate percentage of work assigned
4. Descriptions of related program management experience including client name for each firm or sub-consultant
5. Names and contact information for three references from previous clients on similar work for the firm
6. Demonstrate meeting schedules and budgets on similar work

**C. Specialized Expertise (20%) maximum of 2 pages per each Program Management Category:**

1. Description of specialized expertise needed for the program and identify which staff members will provide it
2. A brief summary of any specialized experience, qualifications or unique capabilities applicable to this program

**D. Staff Capabilities (20%) maximum of 2 pages per firm plus unlimited pages for resumes:**

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 program
4. An organizational chart showing the proposed role of staff on the program and firm affiliation (if more than one firm is involved)

**E. Workload Capacity (10%) maximum of 2 pages:**

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

**F. Other (10%) maximum of 2 pages:**

1. Ability to staff program locally
2. Location of offices for the firm and sub-consultants, and the office location responsible for managing the program
3. Commitment to EEO goals
4. List current EEO Certificate of Compliance Number or explanation if the firm is applying for the EEO Certification
5. Quality of the proposal

## 8. SELECTION PROCEDURE

Each criterion in the evaluation will be ranked on a scale of 1 to 10, where 10 equals the highest ranking of submittals received. A rank of 10 for any criterion indicates the most qualified firm for that criterion. Each numerical ranking will be multiplied by the weighted value below. A total point value for each submittal will be determined by the composite evaluation of the Selection Committee. The firm with the highest overall point total will be ranked first.

<u>Criteria</u>	<u>Weight</u>	<u>Rank</u>	<u>Total</u>
Technical Approach	25	10	250
Firm Experience	15	10	150
Specialized Expertise	20	10	200
Staff Capabilities	20	10	200
Workload Capacity	10	10	100
Other	10	10	100
<u>Total Maximum Points</u>			<u>1,000</u>

**NOTE:** Total Maximum Points Possible assumes that a firm receives a best rank of 10 on all criteria.

The Selection Committee will determine the best qualified firm by consensus. The City reserves the right to waive all technicalities and to reject any or all Statements of Interest and Qualifications.

## 9.0 INVOICING AND PAYMENTS

The Consultant shall submit invoices at the end of each month. Such statements shall be inclusive of a detailed breakdown of all charges incurred by project or program activity and task. The City and Consultant will work together to determine the format. The detail shall indicate the project/program activity, personnel name, title, rate of pay, hours charged, and task worked. All direct costs shall be itemized. Travel expenses must be approved in advance by the City Engineer or designee. Multipliers will be clearly indicated and applied to the total person-hours submitted for the period. Invoices shall be based upon actual hours of performance.

If a State or Federal fund is to be used to fund engineering, then the Consultant shall complete the City work order form and the required IDOT form. The Consultant shall follow Chapter 5 of the IDOT BLRS manual and use the appropriate engineering agreement (including but not limited to BLR form 05513, 05514, 05530, 05620, & 05621).

## 10. EEO

To be awarded a contract, all Suppliers, Vendors, and Contactors to the City of Peoria must be registered in the City's Contract Compliance Program and have a current EEO Certification number. The City's EEO 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  
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. Because the scope is flexible and subconsultant opportunities are harder to define at this stage, please include a description of how you typically utilize subconsultants. Also provide information on the subconsultants you work with routinely.

## **11. 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. OMISSION OF SCOPE**

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

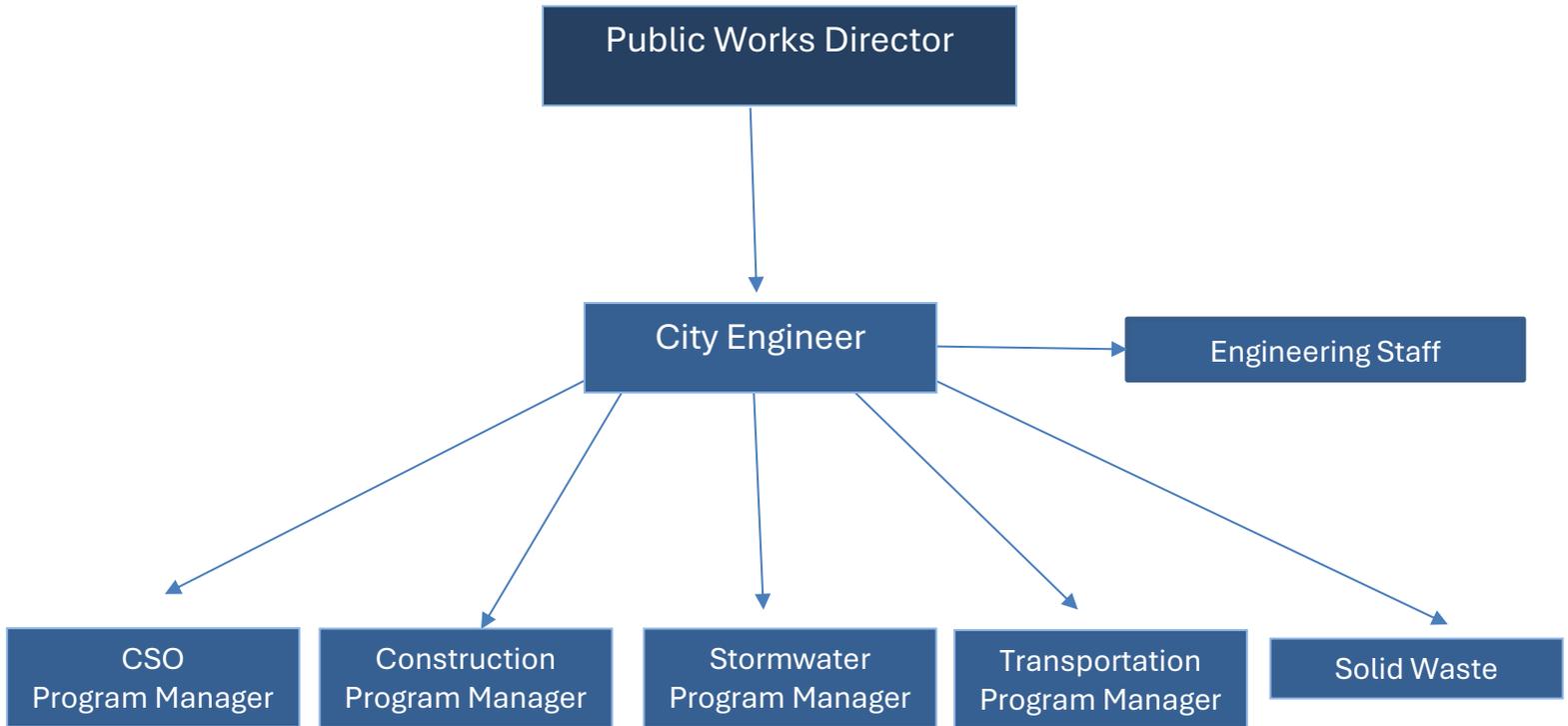
## **13. QUESTIONS**

All information regarding the project is contained within the contents of this request. Questions or comments regarding the request or the process related to the request should be brought to the pre-submittal meeting or submitted by Wednesday August 21, 2025 at 2:00PM via email to Assistant City Engineer, Paola Mendez-Silvagnoli at [pmendez@peoriagov.org](mailto:pmendez@peoriagov.org).

# Appendices

1. Department Hierarchy
2. Program Manager Tasks
3. Agreement Template
4. Consultant's Disclosure Statement form

## Appendix 1: Department Hierarchy



## Appendix 2: Program Manager Tasks

Transportation Program Manager	Stormwater Program Manager	CSO Program Manager	Construction Program Manager	Solid Waste
Oversee design of transportation projects	Oversee design of stormwater projects	Oversee design of sewer/CSO projects	Oversee construction engineering on projects	Oversee Waste Collection Agreements
Complete streets compliance	Oversee drainage studies and reports	Permit Compliance	Resolve day-to-day construction issues	Peoriapicksup.com maintenance
Pavement Preservation Projects	SWU Appeals	Public education on LTCP status	Process pay estimates	Trash cart/neighborhood can management oversight
MFT expertise- budgeting, resolutions, close out	SWU Credit & Grant program	Coordinate monitoring	Coordinate with utilities and stakeholders for current and upcoming projects	Billing and Customer Database management
Bicycle master plan	Coordinate site plan reviews, erosion control and floodplain permits	LTCP reporting and documentation	Neighborhood communication on projects	Garbage Billing Appeals
IDOT coordination meetings	MS4 permit compliance (6 minimum controls)	Provide input for sewer rate changes	IDOT coordination meetings	SW Public outreach and Education support
PPUATS support	Annual SWU report	Maintain and run CSO model	MFT tracking and close out	Coordinate with County for Solid Waste Events
Traffic studies	Coordinate in house televising program	Coordinate with GPSD on wildcat program	Press releases	Coordinate with County for annual billing and billing issues
ADA sidewalk compliance	Coordinate with Finance Dept on SWU issues	Coordinate GPSD sewer maintenance and repair contract	Turn over projects to operations	Oversite and Management of Waste Tire Program
Bridge Program Manager		Coordinate with GPSD on sewer back up program	New subdivision construction monitoring	Coordinate with Finance on Solid Waste Issues
Create multi-year road plan with Paver/DOT			Project archiving (filing)	Coordinate with City Manager's and Corporate Counsel regarding Solid Waste Issues
Traffic calming and speeding complaints			Traffic calming and speeding complaints	
Jurisdictional Transfers			Jurisdictional Transfers	
IDOT Agreements			IDOT Agreements	
Transportation Commission				

## Appendix 2: Program Manager Tasks Continued

Scope All Programs	Scope All Programs
CIP project selection, costs and schedule	Apply for state, federal and other grants
Annual reporting and tracking metrics	Implement and Report Grants
Public outreach & communication	Land/ROW Acquisition and vacations
Track project and program level budgets	Coordinate with Public Works and other City staff
Oversee project work orders	Coordinate with contractors and utilities
Project management	Ordinance enforcement
Process invoices	Coordinate with Legal
Subject matter experts	Special Service Area
Customer service	Provide updated website content
Asset management: location mapping, condition assessment and planning	Provide updated social media content
Council presentations- annual program	monitor project and program budgets
Attend neighborhood/project/ public outreach meetings	Review and update City ordinances
Integrate GIS data	Project permitting
Record drawing	FOIA requests
Project close out	Project close out
Manage data and files	Before & after photos for end of year reports
Create City standard drawings & specifications	

**Master Agreement for Professional Services**

**2026-2028**

**Dated \_\_\_\_\_, 20\_\_\_\_**

**Between  
City of Peoria  
and**

**\_\_\_\_\_.**

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## Master Agreement for Professional Services

This Agreement is dated \_\_\_\_\_, 20\_\_\_\_ (“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 various engineering services to be performed in or on behalf of the City of Peoria.

Consultant submitted a response and statement of qualifications.

The City Council of the City of Peoria (“City Council”) accepted Consultant’s selection on November 8, 2022, 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 December 31, 2025.
- 1.2. The term of this Agreement may be extended as set forth in §2.3

### **2. Services to be performed by Consultant.**

- 2.1. Consultant shall perform the services designated and authorized by the City in writing (“Services”). Such authorization will be referred to as a “Work Order”, and all provisions of this Agreement apply to the Work Orders with full force and effect as if appearing in full within each Work Order. Work orders will be assigned by the City Engineer or designee in the sole discretion of the City.
- 2.2. Consultant is not authorized to undertake any project without a duly executed Work Order, 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. If the City and Consultant enter into a Work Order where the term of the Work Order expires on a date later than the term of this Agreement under §1.1, then the term of this Agreement will extend until the full completion of the requirements of that Work Order have been performed.
  - 2.3.1. The City’s cancellation of any remaining Services prior to the full completion of the requirements of the Work Order will cause the authorization to perform Services to expire at the same time as the termination of the outstanding Work Order. This provision applies only when the expiration of the Work Order extends beyond the expiration of this Agreement. It does not apply when a Work Order expires or is cancelled prior to the expiration of this Agreement.

- 2.3.2. The City may not enter into any Work Order after the expiration of this Agreement under §1.1 even if this Agreement is extended under §2.3.
- 2.4. Any Work Order executed under this Agreement will be incorporated into this Agreement. Any reference to “this Agreement” includes any and all Work Orders executed under this Agreement.
- 2.5. 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.
- 2.6. 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.
- 2.7. 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.
- 2.8. 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 Work Order.

### **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 Work Order 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 of each Work Order 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 on each individual Work Order.
- 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 Work Order documentation. Work Orders not utilizing MFT or Federal Funds will be of a form acceptable to both parties.
- 3.5. Payment for Consultant's services under a Work Order will be due to Consultant upon the completion of the Services or phase of Services as set forth in the Work Order and upon the tender of an itemized invoice to the City. The invoice must describe the Services rendered and must reference the date of the Services, the person performing each Service, and the fee for each time Service is rendered and for each type of Service rendered.
- 3.6. The City shall render payment within 45 days after receipt, but in the event of any dispute as to any invoice, the City will pay the amount that is not in dispute and will undertake discussions and negotiations with Consultant to resolve any discrepancy or dispute in any invoice and will, upon resolution of any discrepancy or dispute, pay the agreed-upon amount as soon as reasonably possible. Consultant waives, to the extent allowed by law, the provisions of the Local Government Prompt Payment Act.

#### **4. Access and audits; public records**

- 4.1. Consultant shall maintain adequate records to justify all charges and costs incurred in performing the Services for at least three years after the completion of any Services under a Work Order. All invoices submitted are subject to audit and demand for refund of over payment up to three years following completion of all Services related to this Agreement. The City will have access to the books, record, and documents for the purpose of inspection or audit during normal business hours at Consultant's place of business.
- 4.2. If any examination or audit by the City or its agents determines misrepresentations of billable time or reimbursable expenses, then those misrepresentations will result in the recovery on any resulting overpayments. The Consultant will reimburse the City for all reasonable cost of recovery, including accounting and legal fees, court costs, and administrative expenses within thirty (30) days from receipt of City's written notice.
- 4.3. Intentional misrepresentations of billable hours and of reimbursable expenses will be referred for criminal prosecution. The City will cooperate with the prosecution of any criminal referral under this section.
- 4.4. Consultant acknowledges that certain records generated under this Agreement may be subject to disclosure under the Illinois Freedom of Information Act ("FOIA")(5 ILCS 140/). Consultant

agrees to cooperate with the City with and take all steps necessary concerning the timely disclosure of records in Consultant's possession that may be disclosable under Section 7(2) of FOIA (5 ILCS 140/7(2)). Consultant will provide documents to comply with FOIA requests at no charge to the City beyond what the City recovers from the requester.

## **5. Standard of care**

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

## **6. Subcontracting**

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

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

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

disciplinary action by any government agency. Additionally, if at any time Consultant becomes aware of such information, it must immediately disclose it to the City.

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

**10. Documents.**

10.1. All documents generated by the Consultant as the result of this Agreement, whether produced on paper or electronically and whether stored in paper form, electronically or by any other method, will become the property of the City upon completion or termination of the Services and upon final payment to the Consultant. Consultant is liable to the City for the cost of replacement for loss or damage of any documents belonging to the City while in the possession or control of Consultant. Nothing in this §10.1 prohibits the Consultant from using standard details specifications, processes, and other design features on other projects.

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

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

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

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

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

**13. Insurance**

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

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

13.1.1.1. Products and completed operations coverage

- 13.1.1.2. Contractor's Protective coverage
- 13.1.1.3. Personal Injury Liability coverage.
- 13.1.2. Professional liability: \$1,000,000.00 for design errors and omissions per claim, \$2,000,000 aggregate limit. Consultant shall provide continuing Professional Liability Insurance to cover each project for a period of two years after the project is completed. Insurance requirements may vary depending on projects as determined by the City Engineer. The City may require Consultant to provide a higher level of coverage for a specific project and time frame.
- 13.1.3. Workers' compensation: Workers' compensation insurance as required by the laws and regulations of the State of Illinois.
- 13.1.4. Automotive insurance. Combined single limits of at least \$1,000,000 per occurrence, and not less than \$2,000,000 general aggregate limit. Auto liability must include hired and non-owned autos.
- 13.1.5. Umbrella Liability with limits of not less than \$1,000,000.00, to be in excess of all other coverages. Such coverage must be at least as broad as the primary coverages above, with any excess umbrella layers written on a strict following form basis over the primary coverage. This Section 13.1.5 does not pertain to Professional Liability insurance or Workers' compensation insurance.
- 13.2. All policies, except policies for professional liability, must be written on an occurrence basis. All policies must be written with insurance carriers who are qualified to do business in the State of Illinois and who are rated A-VII or better in the latest Best's Key Rating Guide. All policies must be written on the most current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) form or a manuscript form if coverage is broader than the ISO or NCCI form.
- 13.3. The City of Peoria and its officers and employees must be named as an additional insured party on the general liability policy, automobile liability policy, and umbrella policy. The City's interest as an additional insured party must be on a primary and non-contributory basis on all policies and be noted as such on the insurance certificates.
- 13.4. Upon demand, the Consultant or Service Provider must provide the City with a copy of each insurance policy maintained under §13.1. In addition, the Consultant or Service Provider must provide the City with certificates of insurance showing evidence that the insurance policies required under §13.1 are in full force and effect and endorsing notification to the City at least 30 days' notice prior to any cancellation or non-renewal. Any renewal certificate of insurance must be automatically provided to the City at least 30 days prior to the policy expiration. If a self-insured retention or a deductible is maintained on any of the policies, then the amount of the retention or deductible is subject to approval by the City. The Service Provider represents that there is no conflict in coverage as disclosed between any certificate of insurance submitted to the City and the insurance policy.

13.5. The Consultant waives the right to limit its liability to the City to the amount of the workers compensation benefits paid to an injured employee of the Consultant under the Illinois Worker's Compensation Act, and shall include in the General Liability or the Workers' Compensation insurance an Illinois Amendatory endorsement limiting policy exclusions, with language similar to the following:

This exclusion also does not apply to your liability to a third party by reason of a claim or suit against you by that third party for contribution under the Illinois Joint Tortfeasor Contribution Act for damages claimed against such third party as a result of injury to your employee if such liability is otherwise covered under this Part Two of the policy, and you have that liability because you have waived, in a written contract, your right to limit such liability to the amount of the workers compensation benefits paid for that injured employee under the Illinois Workers Compensation Act. This exception only applies to bodily injury by accident that occurs after that contract was made and to bodily injury by disease caused or aggravated by conditions to which the injured employee's last day of exposure occurs after that contract was made.

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

#### **14. Indemnification**

14.1. Indemnification for Professional Liability Claims: For liability arising out of professional services, the Consultant shall indemnify but shall have no duty to defend the City and the City's officers, elected officials, appointees and employees against liability for damages for which they may be liable to the extent such damages are actually caused by the negligent acts, errors or omissions of Consultant, or any of its employees or subconsultants negligent acts or omissions under this Agreement.

14.2. Indemnification for All Other Claims: The Consultant shall hold harmless, defend, and indemnify, for damages arising out of bodily injury, death and property damage, the City, and the City's officers elected officials, appointees and employees against claims, demands, actions and suits (including reasonable post-tender attorney's fees and costs) brought against any of them arising from the Consultant's work or any of its subconsultant's work under this Agreement other than professional services.

#### **15. Termination**

15.1. Consultant may terminate this Agreement upon 30 days prior written notice to the City in the event of substantial failure by the City to perform in accordance with the term of this Agreement through no fault of Consultant.

- 15.2. The City may terminate this Agreement with or without cause immediately upon written notice to Consultant.
- 15.3. Unless Consultant is in material breach of this Agreement or of any Work Order, the City will pay Consultant for services rendered to the City's satisfaction through the date of termination.
- 15.4. Upon receipt of a termination notice, and except as otherwise directed by the City, Consultant shall:
- 15.4.1. Stop work on the date and to the extent specified.
  - 15.4.2. Terminate and settle all orders and subcontracts related to the performance of the terminated Services.
  - 15.4.3. Transfer all Services in process, competed Services, and other material related to the terminated Services to the City, to include, but not limited to, investigations, preliminary designs, reports, studies, surveys, drawings, estimates and data.
  - 15.4.4. Continue and complete all parts of the Services that have not been terminated.
- 15.5. Consultant is responsible for all costs incurred by the City to enforce any provision of this Agreement or to remedy any material breach by Consultant of this Agreement, including all reasonable court costs and reasonable attorneys' fees.

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

#### **17. Waivers**

- 17.1. The parties may waive any provision in this Agreement only by a writing executed by the party against whom the waiver is sought to be enforced.
- 17.2. No failure or delay in exercising any right or remedy or in requiring the satisfaction of any condition under this Agreement, operates as a waiver of any right, remedy, or condition.
- 17.3. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver, once given, is not to be construed as a waiver on any future occasion or against any other person.

**18. Time for performance.** Time is of the essence in this Agreement. If any date specified in this Agreement as a date for taking action falls on a day that is not a Business Day, then that action may be taken on the next Business Day. Consultant will begin work under the Agreement upon receipt of a fully executed copy of the applicable Work Order. 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 Work Order and/or 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 of the City of Peoria

Attest:

By: \_\_\_\_\_  
Stefanie Tarr  
City Clerk

Approved as to form:

By: \_\_\_\_\_  
Patrick Hayes  
Corporation Counsel



## Consultant's Financial Disclosure Statement RETURN WITH STATEMENT OF INTEREST

Calendar Year \_\_\_\_\_

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 City of Peoria IDOT enter into the contract with the firm.

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. Electronic and digital signatures are allowed. 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.



# Consultant's Financial 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 greater than or equal to 5% or an amount greater than 60% of the annual salary of the Governor, or 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 Qualifying Questions for Form A and provide the % of ownership as well. The individuals in the ESOP that have a greater than or equal to 5% ownership or distributive income share, or an amount greater than 60% of the annual salary of the Governor will need to be identified on Form A.
- 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 greater than or equal to 5%.
  - *If this is true for your firm, check the "Other" box on Form A and designate the firm is a 10K and supply the 10K documents as additional attachments within the disclosure.*
- The names, addresses, and dollar or proportionate share of ownership of each person making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each person making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.

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

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

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

### Form B: Other Contracts & Procurement-Related Information Disclosure

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

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

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



Qualifying Questions for Form A

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

Ownership Certification

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

1. Is your firm a Subsidiary and owned by a Parent entity(ies)? Yes No
If your answer is "Yes", please disclose the Parent entity(ies) ownership on Form A and supply the name of the Parent entity(ies) below.
Parent entity(ies):
2. Will the individuals that will be submitted on Form A equal 100% ownership? Yes No
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.)
3. Is your firm owned by an ESOP? Yes No
If your answer is "Yes", please disclose the % below and on Form A identify the individuals who have ownership or distributive income share that is greater than or equal to 5%, or an interest which has a value of more than 60% of the annual salary of the Governor.
ESOP %:

Identifying Financial Information & Potential Conflicts of Interest

4. Does anyone in your organization have a direct or beneficial ownership share of greater than or equal to 5% of the offering entity or parent entity? Yes No
5. 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? Yes No
6. 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.) Yes No
7. Does anyone in your organization receive greater than or equal to 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? Yes No

If any of the answers to questions 1 – 7 are "Yes", the completion of Form A is required, and the Form A must be signed and dated.



Add another Form A

Consultant's Financial 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 greater than or equal to 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:
Other (explain):

Disclosure of Potential Conflicts of Interest

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

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



# Consultant's Financial Disclosure Statement

## RETURN WITH STATEMENT OF INTEREST

	Yes	No
a) Is your spouse or any minor children currently an officer or employee of the <del>City of Peoria Capital Development Board or the Illinois State Toll Highway Authority?</del> <u>City of Peoria</u> ?	<input type="checkbox"/>	<input type="checkbox"/>
b) Is your spouse or any minor children currently appointed to or employed by the <del>City of Peoria any agency of the State of Illinois?</del> <u>City of Peoria</u> <del>any agency of the State of Illinois?</del> If your spouse or minor children is/are currently appointed to or employed by any agency of the <u>City of Peoria</u> <del>State of Illinois</del> , 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 <del>state</del> agency for which he/she is employed and his/her annual salary.	<input type="checkbox"/>	<input type="checkbox"/>
c) If your spouse or any minor children is/are currently appointed to or employed by the <u>City of Peoria</u> <del>any agency of the State of Illinois</del> , and his/her annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive (i) more than 7½% of the total distributable income of your firm, partnership, association, or corporation, or (ii) an amount in excess of 100% of the annual salary of the Governor?	<input type="checkbox"/>	<input type="checkbox"/>
d) If your spouse or any minor children are currently appointed to or employed by any agency of the <del>State of Illinois</del> <u>City of Peoria</u> , and his/her annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15% in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor?	<input type="checkbox"/>	<input type="checkbox"/>
3. <b>Elective status:</b> the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous three years?	<input type="checkbox"/>	<input type="checkbox"/>
4. Relationship to anyone holding elective office currently or in the previous two years: spouse, father, mother, son, or daughter?	<input type="checkbox"/>	<input type="checkbox"/>
5. <b>Appointive office:</b> the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of the expenses incurred in the discharge of that office currently or in the previous three years?	<input type="checkbox"/>	<input type="checkbox"/>
6. Relationship to anyone holding appointive office currently or in the previous two years: spouse, father, mother, son or daughter?	<input type="checkbox"/>	<input type="checkbox"/>
7. Employment, currently or in the previous three years, as or by any registered lobbyist of the state government?	<input type="checkbox"/>	<input type="checkbox"/>
8. Relationship to anyone who is or was a registered lobbyist in the previous two years: spouse, father, mother, son, or daughter?	<input type="checkbox"/>	<input type="checkbox"/>
9. Compensated employment, currently or in the previous three years, by any registered election or re-election committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?	<input type="checkbox"/>	<input type="checkbox"/>



Consultant's Financial Disclosure Statement
RETURN WITH STATEMENT OF INTEREST

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 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.
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 Form A is submitted on behalf of the INDIVIDUAL named on previous page. Under penalty of perjury, I certify the contents of this disclosure to be true and accurate to the best of my knowledge.
Completed by: [Signature Line] Date [Date Line]
Signature of Individual or Authorized Officer

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



Consultant's Financial Disclosure Statement
RETURN WITH STATEMENT OF INTEREST

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 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.

4. Does the firm have any pending contracts (including leases), statements of interest, bids, proposals, or other ongoing procurement relationship with the City of Peoria DOT or any other State of Illinois agency? Yes No

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).

Table with 4 columns: AGENCY, PTB/PSB, PROJECT NAME, ROLE (PRIME/SUB FIRM)

Add A Row

The Disclosure is signed and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This Disclosure information is submitted on behalf of the firm listed on page 1.
Completed by: Signature of Individual or Authorized Representative Date