

Agreement for Engineering Services

Dated March 28, 2023

Between

City of Peoria

and

Roadway Asset Services, LLC

Agreement for Professional Services

This Agreement is dated March 28, 2023 (“Agreement”) and is between the City of Peoria, an Illinois home-rule municipal corporation, located at 419 Fulton Street, Peoria, Illinois 61602 (“City”) and Roadway Asset Services, LLC., a corporation, located at 6001 W Palmer Ln Suite 370-1102 Austin, TX 78727 (“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 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, 2023**.
- 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 \$109,778.00. 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: _____
Stephanie Tarr
City Clerk

Approved as to form:

By: _____
Patrick Hayes
Corporation Counsel

Pavement Condition Index Update 2023:

RAS understands that the City of Peoria desires to conduct a field survey of pavement conditions on all Agency maintained roads in accordance with the ASTM Standard D6433 “Standard Practice for Roads and Parking Lots Pavement Condition Index (PCI) Surveys.” The PCI based pavement condition survey is to be conducted on approximately 544 test miles of paved roads in the City limits on each street segment which is typically intersection-to-intersection and tagged with a unique ID on the feature-class layer in GIS. The test miles were developed using the total centerline mileage of 470 miles, of which 81 centerline miles requiring driving those roadways in both directions based on functional class resulting in 544 test miles for the pavement condition survey.

The CONSULTANT (Roadway Asset Services, LLC.) shall provide the following services to the OWNER (Peoria, Illinois):

- Mobile data collection of roadway imagery and pavement distress for approximately 544 test miles
- ASTM D6433 compliant pavement rating and assessment for approximately 544 test miles.
- Pavement inspection data will be linked to the City’s street centerline file and pavement areas.

Task 1 and 2- Project Initiation, Centerline Identification, Route Planning and Mobilization

CONSULTANT will request that the OWNER provide any existing database, previous inventory of street conditions, road centerlines, Geographic Information System (GIS) layers, and aerial imagery for project use. CONSULTANT will use the existing centerline data provided by the OWNER and create a pavement database based on the centerline layer. Each road segment record in the centerline layer will have a corresponding record in the pavement database.

Task 3- Mobile Data Collection and Image Capture for Street Network (Paved Roads)

Roadway Asset Services (RAS) will perform data field collection on paved roads using a state-of-the-art Roadway Asset Collection (RAC) vehicle or exact equipment from another company with following systems mounted:

- Right-of-way georeferenced images with Ladybug 5+ camera: Forward, Left, Right, and 360- degree spherical images.
- LCMS-2 pavement 2D/3D imaging.
- Longitudinal profile with 2-line lasers (left and right wheel paths) Distance measuring instrument (DMI) with an accuracy of +/- 0.1%.
- Differentially corrected GPS (DGPS) with an accuracy of +/- 2 feet.
- Applanix POS/LV 220 to compensate for difficult GPS conditions in urban environments.

The RAS system collects all pavement and right-of-way images, IMU, DMI and profiler data concurrently. The International Roughness Index (IRI) will be collected using a class 1 road surface profiler. The road surface profiler meets all ASTM E-950 standards for evaluating the smoothness of pavement.



A RAS automated data collection vehicle

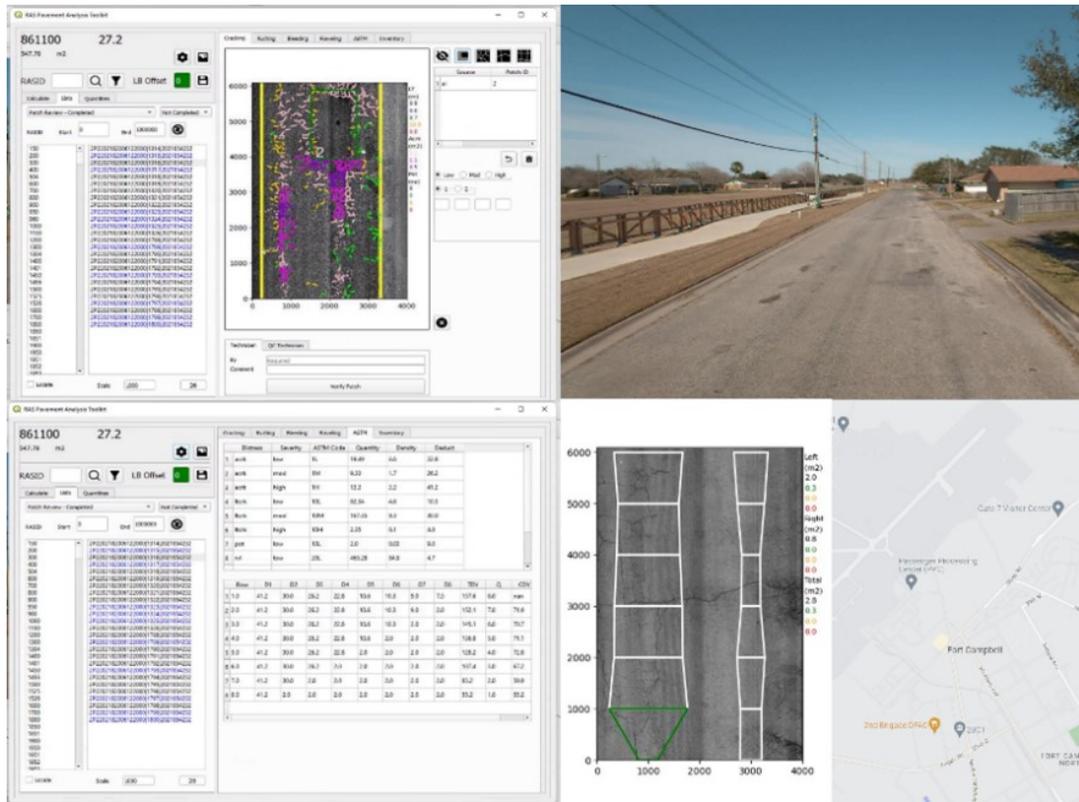
Task 3 Deliverables:

1. CONSULTANT will complete field testing on all roadways tagged for survey.

Task 4– Pavement Condition Index (PCI) and IRI - Artificial Intelligence Tools

CONSULTANT will evaluate the PCI survey results in accordance with ASTM D6433. CONSULTANT will provide 100% survey of all lanes driven using RAS' pavement analysis tool, Technical Rating Intelligence Program (**Road TRIP™**) to evaluate the pavement condition using automated techniques per the ASTM D6433 pavement distress rating process including the following distresses: alligator cracking, longitudinal cracking, transverse cracking, block cracking, rutting, weathering, raveling, potholes, and patching. Experienced pavement engineers will review the resultant output for accuracy and make any corrections that may be needed. The **Road TRIP™** software allows the pavement and right of way imagery to be synchronized and the distress data to be displayed geospatially to provide another layer of quality assurance.

Pavement Condition Evaluation within Road TRIP™



Task 4 Deliverables:

1. CONSULTANT will deliver a final GIS file geodatabase containing collected pavement data (containing the Type, Severity and Extent of distresses along the road segment as defined by the ASTM D6433 methodology), distresses, and PCI value.
2. CONSULTANT will deliver all 5 views from the Ladybug imagery and a single view of the LCMS downward pavement imagery.

Task 5 Onsite Data Review-Field Validation Pilot

CONSULTANT will work with the OWNER to setup a field validation project area so that some initial sample data can be collected and verified. CONSULTANT will collect data within the field validation project area (approximately 10 miles) and review the result with the OWNER and acquire approval for full size project implementation.

Task 6 Data Format into City GIS Schema Requirements

CONSULTANT will provide final PCI and Distress data in a format compatible with the Client's Pavement Management System (DOT) and GIS.

Task 6 Deliverables:

1. CONSULTANT will deliver a final import database file for pavement data.

Task 7 – Pavement Condition Survey Report

CONSULTANT will deliver a Final Pavement Condition Survey Report for the project including:

- Executive Summary.
- Project methodology and pavement data.
- Street segment PCI.
- Exhibits showing PCI and street segment length, lanes, and pavement type.
- Discussion of 5-year maintenance plan with annual maintenance listing in Appendix.

The Pavement Condition Survey Report will include current conditions, future rehabilitation options, budget analysis to maintain current PCI rating, budget requirements for desired/improved PCI rating, deferred maintenance backlog and 5-year maintenance plan organization by geographical areas.

Task 7 Deliverables:

1. CONSULTANT will deliver a Final Pavement Condition Survey Report and provide staff training.
2. CONSULTANT will deliver a full maintenance plan determined through the BOSS™ analysis in Excel spreadsheet format.

Task 8 - Pavement Width and Polygon Verification

The CONSULTANT will use the images from the Ladybug 360 camera system and aerial imagery to capture the width of asphalt or concrete pavement for each street segment, recorded from face-of-curb to face-of-curb. CONSULTANT will also verify the geometry of existing polygon layers and adjust as needed. CONSULTANT will provide the widths for roads with width changes by noting locations of changes by stations and measuring each section of change, and the addition of lanes or turn lanes.

Task 8 Deliverables:

1. CONSULTANT will deliver the width measurements as an attribute of the final dataset.
2. CONSULTANT will deliver an updated polygon layer that encompasses any changes to the polygon geometry.



CITY OF PEORIA

NOTICE OF REQUEST FOR PROPOSALS:

PAVEMENT CONDITION INDEX UPDATE 2023

PEORIA, ILLINOIS

PRESUBMITTAL MEETING 11:00AM TUESDAY, JANUARY 24, 2023

STATEMENTS DUE: 11:00 AM TUESDAY, FEBRUARY, 7 2023

The City of Peoria is requesting Proposals from qualified firms to assist the City in collecting, processing, and updating the Pavement Condition Index (PCI) for City streets. The goal of this project is to inventory the street, rate the pavement condition, and update the City's GIS-based data management system used in the planning and prioritization of maintenance and repairs. The City of Peoria's Engineering Division will accept sealed proposals submitted to the Office of the City Engineer, 3505 N Dries Lane, Peoria, Illinois, **until 11:00 AM Tuesday, February 7, 2023** for establishing a contract with a qualified firm.

Time is of the essence and any Statement of Interest and Qualifications received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. Firms are responsible for ensuring that the Engineering Administrative Assistant receives their Statements before the deadline indicated. Statements received after the announced time and date of receipt, by mail or otherwise, will be returned unopened. Firms should submit **three (3) hard copies and one (1) electronic copy (via USB or similar)** of a Statement of Interest and Qualifications.

PAVEMENT CONDITION INDEX UPDATE

1.0 INTRODUCTION

The City plans to award a contract for these services to the best-qualified firm. Each firm will be considered and ranked by a Selection Committee based upon the criteria listed herein. The City will then enter into negotiations with the top-ranked firm. The negotiations will be to establish a detailed scope of services and total cost for services. Should the top-ranked firm and the City of Peoria not be able to reach an agreement, the City will terminate negotiations with that 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 request. All information submitted in response to this request will become the property of the City.

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

2.0 PROJECT DESCRIPTION

2.1 PROJECT NEED, PURPOSE AND OBJECTIVE

The project consists of collecting and processing condition data on streets to update the City's street condition database including a pavement condition index for each street.

The City will use the PCI information and report to prioritize, budget, and schedule future street construction projects. The pavement condition database was originally created in 2014 and used PAVER 6.5.7. Subsequent assessments were conducted in 2017 and 2020. The City will provide, and interested firms shall match, the sectioning and sampling limits from the 2014, 2017 and 2020 assessments. The City currently has two street networks: arterials and non-arterials, which are separately funded and has five Council Districts.

2.2 PROJECT COMPONENTS

2.2.1 GENERAL SCOPE OF SERVICES

The scope of services sought by the City of Peoria shall include the provision of all required labor, materials, equipment, and expertise related to the collection, processing, and creation of the pavement condition inventory.

The following should be included in the submittal:

1. Collect, process, and create a user-friendly GIS database and layers within project schedule and budget.
2. Description of how the data collection, processing and database creation will be implemented and a project schedule including major milestones.
3. Description of the database.
4. The following will be required of the selected firm:
 - a. Participate in meetings
 - b. Provide high quality videos of each street
 - c. Provide Pavement Condition Index ratings for predefined street segments

The following data collection will be required as part of the base project:

- A. Streets
 - a. Pavement Condition Index ratings
 - b. Surface Type
 - c. Lane Miles
 - d. Examples of representative condition ratings

The following data collection may be added based on bid alternates:

- A. Sidewalks and ADA ramp locations with GIS shape files
- B. Sidewalk and ADA ramp condition and rating
- C. LiDAR asset grade data

2.2.2 MEETINGS, PRESENTATIONS, AND REPORTS

An initial kick off meeting, various project meetings, and a final report will be required.

2.2.3 DELIVERABLE PRODUCTS

The selected firm shall provide all deliverable products to the City Engineer for approval and dissemination. Hard copies and electronic copies of the deliverables will be required. Electronic format for all submittals shall be compatible with the current City software.

Deliverables include:

1. High resolution images/videos of each street, including the pavement and ROW
2. GIS layers including shape files for the assets collected (ESRI format) matching the City’s existing road segments
3. GIS database for the assets collected (ESRI format)
4. Pavement Condition Index Ratings
5. Pavement Condition Index Ratings Reports
6. Report describing data processing approach

2.2.4 PROVISIONS BY THE CITY OF PEORIA

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

1. Aerial photography and topography in an electronic format.
2. ROW information available through the City of Peoria records including recent acquisitions.
3. Current GIS information including existing road segments.
4. Existing PCI ratings
5. Designation of a person from the engineering staff to act as the City’s project manager with respect to the two-way flow of information and for the purposes of having direct access to staff’s knowledge base. Such person shall have the authority to transmit instructions, receive information, and interpret and define existing City policy and decisions with respect to materials, equipment, and systems pertinent to the consultant services. However, the concurrence and authorization to begin any and all phases of this project shall reside with the City Engineer.

2.3 LOCATION OF PROJECT

Data will be collected on streets in the right of way in the City limits (approximately 975 lane miles / 470 centerline miles). Alleys and marked state routes, highways, and interstates are not included in the base project. The marked state routes, highways, and interstates are Route 6, Route 8, Route 29, Route 40, Route 116, US 150, and Interstate 74. If there is budget available, alleys and marked routes may be added to the project. Further, bid alternates are requested to inventory sidewalks and obtain LiDAR data along the streets inventoried.

2.4 PROJECT SCHEDULE

Selection will be made according to the following table:

RFP advertised	January 11, 2023 and January 12, 2023
Pre-submittal meeting at Public Works at 11:00 AM	January 24, 2023
Due date for Statement of Interest and Qualifications at 11:00 AM	February 7, 2023
Selection Committee ranks submittals	February 10, 2023
Committee informs highest ranked firm and begins negotiations.....	February 10, 2023
Contract submitted to Council Agenda process	February 14, 2023
City Council Meeting at which Contract is Recommended for Approval	February 28, 2023
Notice to Proceed Sent to Approved Firm	March 1, 2023
PCI Rating Completed.....	July 1, 2023
All deliverables Completed.....	November 15, 2023

2.5 VOLUNTARY PRE-SUBMITTAL MEETING

A questions and answers session will be held at a pre-submittal meeting on **Tuesday January 24, 2023** at 11:00 AM, in the Peoria Public Works Conference Room at 3505 N Dries Lane, Peoria.

2.6 PROJECT DURATION

It is anticipated that, after a firm is selected, the data collection and processing will take 3 months. Specific timelines will be mutually agreed upon between the selected firm and the City.

2.7 EXPECTED PROBLEMS

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

2.8 INVOICING AND PAYMENTS

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

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

If funds that IDOT oversees are to be used to fund engineering then the firms given such Work Orders shall follow IDOT policies and procedures regarding acceptable compensation methods and invoicing practices and use the appropriate BLRS forms including but not limited to BLR form 05513, 05514, 05530, 05620, & 05621. If state revolving loan funds or other funds, use the forms as directed by the funding agency.

3.0 PUBLIC NOTICE

The notice of Public Advertisement for Various Engineering Services will appear in the local Peoria Journal Star newspaper and/or posted to the City of Peoria's Webpage (www.peoriagov.org), and posted to the City of Peoria's e-alerts notification system on both Wednesday, January 11, 2023 & Thursday, January 12, 2023. The advertisement will allow 21 calendar days' notice until all proposals are due on Tuesday February 7, 2023.

4.0 CONFLICT OF INTEREST

Submit a disclosure statement with the response. The disclosure statement shall be the IDOT BDE DISC 2 TEMPLATE modified for the City of Peoria. (SEE ATTACHED)

5.0 SUSPENSION AND DEBARMENT

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

6.0 SUBMITTAL OF QUALIFICATIONS

Firms are to submit a written Statement of Interest and Qualification which presents the firm's qualifications and understanding of the work to be performed. Selection criteria will include, but not limited to, qualifications, comparable recent experience, local presence, knowledge of local requirements, policies and procedures, capacity to perform work in the allotted time, construction planning, construction scheduling, overall approach to the project, and continuation of previous projects. Firms interested in submitting should have recent specific experience with this type of design, construction, and/or other services.

The submission should include:

1. A cover letter that includes:
 1. Name, address, e-mail address and phone number of a contact person responsible for and knowledgeable of the Submittal.
2. Written response addressing each of the evaluation criteria listed in Section 7.0
3. Form BDE DISC Template modified for the City of Peoria attached to this solicitation.
4. Current EEO Number or copy of completed Employer Report Form CC-1. (See section 9.0 EEO for more information)

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

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

All provisions of this Request for Qualifications shall also follow IDOT Bureau of Local Roads and Streets (BLRS) policies and procedures where applicable.

6.1 SUBMITTAL FORMAT

The submittal should be as concise as possible. Additional, promotional information should be avoided. The name of the firm and the location of the office that will have responsibility for the contract is required.

Three (3) hard copies and one (1) electronic copy (via USB or similar) of the submittal will be required.

7.0 EVALUATION FACTORS

A. Technical Approach (25%)

1. Approach to planning, organizing and management of the project(s) including:
 - a. Tracking of schedules and budgets
 - b. Data collection
 - c. Data processing approach – preferably using technology, computer visioning and/or machine learning for data processing.
 - d. Database and video quality
 - e. Database user friendliness

- f. The estimated size of the data including the GIS layer, videos and database
2. Shall demonstrate its intent to meet the City's goal of reducing project costs by incorporating technology by showing ability to be innovative and self-sufficient in completing tasks
3. Understanding of the scope of services listed in section 2.2.1
4. Communication Plan

B. Firm Experience and Qualifications (25%)

1. Name, size and brief description of the firm and office overseeing the project, including the same information for any proposed sub-consultants.
2. Qualification and experience of the firm and subconsultants (if any)
3. If subconsultants are anticipated, describe the role proposed for each firm or subconsultant involved and the approximate percentage of work assigned
4. Quality of the equipment and technology
5. Firm's experience providing services to municipalities
6. Name and contact information of three applicable references from previous clients on similar work for the firm and subconsultant (if any)
7. Description of specialized expertise needed for the implementation of tasks outlined in Section
8. A summary of any specialized experience, qualifications or unique capabilities applicable to the tasks outlined in section 2.2.1 of this document

C. Project Cost (20%)

1. Base bid for approximately 975 lane miles (470 Centerline miles) of roadway PCI condition database & supporting data.
2. Alternate Bid #1: Sidewalk and ADA ramp location and GIS shape files
3. Alternate Bid #2: Sidewalk and ADA condition and rating
4. Alternate Bid #3: LiDAR asset grade data
5. Typical billing rate schedule for assigned personnel, including rate schedules for any proposed subconsultants.

D. Staff Capabilities (20%)

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

E. Other (10%)

1. Ability to staff projects locally to enhance quality and efficiency (Prime and sub consultant)
2. Commitment to EEO goals
3. Quality of the proposal

8.0 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 and Qualifications	25	10	250
Project Cost	20	10	200
Staff Capabilities	20	10	200
Other	10	10	100
Total Maximum Points			1,000

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

The Selection Committee will determine the best qualified firm by consensus based on the scored Statement of Interest and Qualifications. The City reserves the right to interview, if deemed necessary by the selection committee. The same criteria above will be used to evaluate the interviews. The City reserves the right to waive technicalities and to reject any or all Statements of Interest and Qualifications.

The City Engineer or designee shall institute negotiations with the best-qualified firms per committee consensus. The firms shall negotiate fee structure, multipliers, staffing, direct and indirect costs in a competitive manner at the negotiation of the contract. Fee structure, multiplier, direct and indirect costs for projects utilizing funds that IDOT oversees will follow IDOT's policies and procedures.

9.0 EEO

To be awarded a contract, all Suppliers, Vendors, and Contactors to the City of Peoria must be registered in the City of Peoria's Contract Compliance Program and have a current EEO Certification number. This program is unrelated to any State and Federal program.

The number is secured by completing and submitting, under notary seal, an Employer report form CC-1 (with required sexual harassment policy attached) to the City's Equal Opportunity Office. Please note that the Certificate of Compliance is valid for one year and must be annually renewed. The form may be requested on-line from the City's website (www.peoriagov.org). Click on Government, Equal Opportunity, Forms and downloads, then select "Employer Report CC-1". The forms can also be obtained by writing, e-mailing, or calling:

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

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

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

9.1 SUBCONSULTANT UTILIZATION

The City of Peoria is committed to promoting equal opportunity and has established the following subconsultant utilization goals for City funded projects: Ten percent (10%) MBE and Five percent (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.

10.0 EMPLOYEE/EMPLOYMENT RESTRICTIONS- THE CONSULTANT:

THE CONSULTANT, (hereinafter referred to as "SERVICE PROVIDER") agrees, as a condition of accepting this contract with the City of Peoria, that, for a period of one (1) year following completion of this contract, it shall be prohibited from hiring, directly or indirectly, any City employee or official who was involved, directly or indirectly in: (1) the selection and/or recommendation to select the SERVICE PROVIDER for performance of this contract; (2) coordinating the efforts of the SERVICE PROVIDER in the consummation or completion of this contract; or (3) monitoring or determining the performance of the SERVICE PROVIDER. The SERVICE PROVIDER further acknowledges and agrees that, upon the City's determination that a violation of this provision has occurred, the penalty imposed, at the sole discretion of the City, may include one or more of the following: (1) cancellation of any other contract(s) between the City of Peoria and the SERVICE PROVIDER; (2) disqualification of the SERVICE PROVIDER from bidding or being awarded future contracts with the City of Peoria for a period of two [2] years; and/or (3) payment of liquidated damages to the City of Peoria in the amount of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00). *This section shall not apply to any City Employee involved in the 2018-2019 reduction in force, furlough or early retirement incentive offered by the city within 2018-2019. 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.**

11.0 OMISSION OF SCOPE

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

12.0 QUESTIONS

All information regarding the project is contained within the contents of this request. Questions or comments regarding the request or the process related to the request should be submitted via email to the City Engineer, Andrea Klopfenstein, at aklopfenstein@peoriagov.org.