

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made on April 13, 2021 between the City of Peoria, whose address is 419 Fulton, Peoria, IL 61602 hereinafter called the **CITY** and MILLENNIA PROFESSIONAL SERVICES OF ILLINOIS, LTD., for Construction Program Manager, 850 N. Main St., Morton, IL, 61550, hereinafter called the **ENGINEER**.

WITNESSETH, that whereas the **CITY** desires the following described Professional Engineering and Land Surveying **SERVICES**, and the **ENGINEER** certifies that he/she is in compliance with Illinois Statutes relating to professional registration of individuals and to corporate practice, if a corporation, for rendering such **SERVICES**:

SERVICES included under this agreement will be defined on a Work Order basis. **SERVICES** shall be performed under the supervision of an Illinois Professional **ENGINEER** and work products shall be sealed by that person, as applicable by law and as outlined in attachments A and B.

NOW THEREFORE, IT IS MUTUALLY AGREED THAT:

The **ENGINEER** agrees to provide the **SERVICES** and the **CITY** agrees to compensate the **ENGINEER** 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 contract. Reimbursable direct expenses and sub-engineer 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 attached Schedule of Hourly Charges. There will be no premium hourly charges awarded. If the assigned engineering services are for IDOT or FHWA funded projects, the hourly charges may be dictated by IDOT or the FHWA.

The **CITY**, represented by the City Engineer or designee, will assign the program to the **ENGINEER** at the sole discretion of the **CITY**. A Work Order describing the program shall establish the scope, schedule, and budget using the attached hourly rate schedule for compensation. The scope and compensation terms of each Work Order shall be the result of negotiations between the **CITY** and **ENGINEER** and be signed by representatives of both parties as outlined in attachments A and B. 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 BLR05510, BLR05511 or BLR05512 as the Work Order documentation. Work Orders not utilizing MFT or Federal Funds will be of a form acceptable to both parties. The **ENGINEER**, in signing this **AGREEMENT**, certifies that he/she will have no financial or other interests in the outcome of these **Projects**

The **CITY** and the **ENGINEER** hereby certify that there was compliance with the provisions of the Architectural, Engineering, and Land Surveying Qualifications Based Selection Act (Chapter 30 ILCS 535) in the procurement of the **SERVICES** covered by this **AGREEMENT**.

The **ENGINEER** 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.

The **ENGINEER** warrants that they have not employed or retained any company or person other than bona fide employee working solely for the **ENGINEER** to solicit or secure the **AGREEMENT**, and that they have not paid or agreed to pay any company or person other than a bona fide employee working solely for the **ENGINEER** 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 their warranty, 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 **ENGINEER** covenants

that they have 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**.

The **CITY** will make payment for **SERVICES** rendered monthly in accordance with invoices rendered by the **ENGINEER**.

This **AGREEMENT** shall remain in effect until December 31, 2023 with up to two additional one-year extensions. The total fee of all projects completed under this **AGREEMENT** shall not exceed \$1,250,000.00 through 2025. The **CITY** retains the option to extend the time of this **AGREEMENT** and/or increase the fee limit with City Council approval. 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 to 90 days' notice to the **ENGINEER** prior to canceling or not issuing the next work year's work order. The **CITY** and the **ENGINEER** each binds himself/herself, his/her 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 **ENGINEER** shall assign, sublet or transfer any part of his/her interest in this **AGREEMENT** without the written consent of the other party hereto. This **AGREEMENT**, and its construction, validity and performance, shall be governed and construed in accordance with the laws of the State of Illinois.

The **ENGINEER** 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.

This **AGREEMENT** may be terminated by the **CITY** upon giving notice in writing to the **ENGINEER** at his/her last known post office address. Upon such termination, the **ENGINEER** shall cause to be delivered to the **CITY** all surveys, permits, **AGREEMENTS**, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the **CITY**. The **ENGINEER** shall be paid for any **SERVICES** completed and any **SERVICES** partially completed in accordance with the **WORK ORDER** issued by the **CITY**.

EMPLOYEE/EMPLOYMENT RESTRICTIONS – The **ENGINEER** agrees, as a condition of accepting this contract with the **CITY**, 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 **ENGINEER** for performance of this contract; (2) coordinating the efforts of the **ENGINEER** in the consummation or completion of this contract; or (3) monitoring or determining the performance of the **ENGINEER**. The **ENGINEER** 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** and the **ENGINEER**; (2) disqualification of the **ENGINEER** from bidding or being awarded future contracts 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 does not apply to any City Employee involved in the 2011-2012 reduction in force; nor does it apply to parties taking the Early Retirement Incentive offered by the City from November 1, 2011 through November 1, 2012. 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.

All documents prepared or furnished by **ENGINEER** are the property of the **CITY** to use the documents on the Project, extensions of the Project, and for related uses of the **CITY**, subject to receipt by **ENGINEER** of full payment for all **SERVICES** relating to preparation of the documents. Any such reuse, or any modification of the documents, without written verification, completion, or adaptation by **ENGINEER**, as appropriate for the specific purpose intended, will be at **CITY'S** sole risk and without liability or legal exposure to **ENGINEER** or to its officers, directors, members, partners, agents, employees, and **ENGINEERS**. **CITY** shall indemnify and hold harmless **ENGINEER** and its officers, directors, members, partners, agents, employees, and **ENGINEERS** from all claims, damages, losses,

and expenses, including attorney's fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by **ENGINEER**.

The **ENGINEER** agrees to deliver all project documents 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.

The **ENGINEER** and **CITY** agree to work together on a basis of trust, good faith and fair dealing to achieve the intent of this **AGREEMENT**. Each party shall take such actions that are reasonably necessary to enable the accurate completion of the professional **SERVICES** and other obligations provided under this **AGREEMENT** as intended in a timely, efficient and economical manner.

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 **ENGINEER**. All obligations of the **ENGINEER** 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**.

At any time during construction or during any **PHASE** of professional **SERVICES** performed by others based on **SERVICES** or **SERVICE** product provided by the **ENGINEER**, the **ENGINEER** will 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 **ENGINEER**.

The **ENGINEER** will guard against **ERRORS** and **OMISSIONS** in the performance of the professional **SERVICES** under this **AGREEMENT**. The **ENGINEER** will apply appropriate care to the performance of the professional **SERVICES** and the preparation of all **SERVICE** products called for in this **AGREEMENT**, including but not limited to, plans and drawings, contract documents and other instruments to be furnished in the course of performance of the **SERVICES**. The **ENGINEER** shall be governed by that degree of care, knowledge, skill, and diligence that other reputable members of the engineering profession would ordinarily exercise under like circumstances within the State of Illinois. The **ENGINEER** will be responsible to the **CITY** for **DAMAGES**, arising from **ERRORS** and **OMISSIONS** caused by the **ENGINEER'S NEGLIGENCE** in the performance of the professional **SERVICES** and preparation of **SERVICE** products under this **AGREEMENT**. When agreed, the **ENGINEER** will be liable for special or consequential damages defined in the **AGREEMENT**.

Acceptance of the **SERVICES** will not relieve the **ENGINEER** of the responsibility for subsequent correction of any such **ERRORS**, **OMISSIONS**, and/or negligent acts or of his/her liability for loss or damage resulting there from. In the event any dispute or claim, related to construction or the construction contracts, should arise between any of the parties to this **AGREEMENT**, each party agrees to exercise good faith efforts to resolve the matter fairly, amicably and in a timely manner.

The **CITY** will notify the **ENGINEER** of any **ERROR** or **OMISSION** believed by the **CITY** to be caused by the **NEGLIGENCE** of the **ENGINEER** as soon as practicable after discovery. Notification may be given by the most practical means deemed suitable by the **CITY**. The **ENGINEER** will designate and keep current the name of an individual with proper address and telephone number for purposes of notification hereunder. The notification will advise the **ENGINEER** of the nature of the matter, the action sought from the **ENGINEER** and the time constraints required for response. The **ENGINEER** agrees to contact the **CITY** promptly in accordance with the time constraints contained in the notification, to undertake necessary construction site visits and inspections, to dispatch personnel to appropriate **CITY** office locations for resolution purposes, and to complete all corrective work necessary to resolve the matter notwithstanding any disagreement or dispute as to **NEGLIGENCE**. In the event it is later determined that the **ENGINEER** was not negligent, the **ENGINEER** will be compensated for additional **SERVICES** performed in accordance with the payment provisions of this **AGREEMENT**. The **CITY** reserves the right to take immediate action to remedy any **ERROR** or **OMISSION** if notification is not successful; if the **ENGINEER** fails to respond to a notification; or if the conditions created by the **ERROR** or **OMISSION**

are in need of urgent correction to avoid accumulation of additional construction costs or danger to the public or damage to property and reasonable notice is not practicable.

Any dispute in the interpretation of the provisions of the **AGREEMENT** or the damages accessed due to **ENGINEER ERRORS OR OMISSIONS** shall be settled through negotiation between the **ENGINEER** and the City Manager or designee of the signatory parties. If they cannot agree, the dispute will be referred through proper administrative channels to the **CITY**. The **CITY** shall decide all claims, questions and disputes and the decision shall be final. The **CITY** may request the **ENGINEER** firm file a claim for adjudication by the Court of Claims within 60 days after the date of the written response. This shall not be construed to abrogate the **ENGINEER'S** rights under the law.

This **ENGINEER'S PROFESSIONAL LIABILITY INSURANCE** policy will provide coverage for all claims the **ENGINEER** shall become legally obligated to pay resulting from any negligent act, **ERROR** or **OMISSION** related to **ENGINEER'S** professional **SERVICES** required under this **AGREEMENT**.

To the fullest extent permitted by law, **CITY** and **ENGINEER** waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and **ENGINEERS**, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the **AGREEMENT**, and agree that **ENGINEER'S** total liability to Owner under this **AGREEMENT** shall not exceed \$1,000,000.

ENGINEER certifies that to the best of its knowledge and belief, **ENGINEER** and **ENGINEER'S** principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal **CITY** or agency; b) within a three-year period preceding this **AGREEMENT** have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 5-40(b); (d) have not within a three-year period preceding this **AGREEMENT** had one or more public transactions (federal, state, or local) terminated for cause or default.

The **ENGINEER** agrees that it shall not knowingly enter into any lower tier covered transaction when a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized, in writing by the **CITY**. The **ENGINEER** agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the **CITY**, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions. The **ENGINEER** may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless **ENGINEER** knows the certification is erroneous. **ENGINEER** may decide the method and frequency by which it determines the eligibility of its principals. If the **ENGINEER** knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation, the **CITY** may terminate the **CONTRACT** for cause or default.

The **ENGINEER** shall obtain the following minimum amounts of insurance from insurance companies authorized to do business in the State of Illinois:

Workmen's Compensation Insurance in accordance with the laws of the State of Illinois.

Commercial General Liability. Required liability insurance coverage shall be written in the occurrence form and shall provide coverage for the operations of the **ENGINEER**: operations of **SUBCONSULTANTS** (contingent or protective liability); completed operations; broad form

property damage; and contractual liability. The general aggregate limits shall be endorsed on a per PROJECT basis.

- (1) General Aggregate Limit \$2,000,000
- (2) Each Occurrence Limit \$1,000,000

The coverage shall provide by an endorsement in the appropriate manner and form, the City of Peoria, its officers, directors, employees, agents, and representatives, are named as additional insured with respect to the policies and operations performed. The **ENGINEER** may accept a separate owner's protective liability policy provided all coverage, limits and endorsements are in conformity with this Section.

Commercial Automobile Liability. The policy shall cover owned, non-owned and hired vehicles.

Bodily Injury & Property Damage

Liability Limit Each Occurrence \$1,000,000

Umbrella Liability. Any policy shall provide excess limits over and above the other insurance limits stated in this Section. The **ENGINEER** may purchase insurance for the full limits required or by a combination of primary policies for lesser limits and remaining limits provided by the umbrella policy.

Such insurance shall be maintained in full force and effect during the life of the AGREEMENT and shall protect the **CITY**, its employees, agents and representatives from claims for damages, for personal injury and death and for damages to property arising in any manner from the negligent act or failure to act by the **ENGINEER**, its employees, agents and representatives in the performance of the SERVICES..

Certificates showing that the **ENGINEER** is carrying the above-described insurance in the specified amounts shall be furnished to the **CITY** before it is obligated to make any payment to the **ENGINEER** for SERVICES performed under the provisions of the AGREEMENT. The certificates shall provide that the policies shall not be changed or cancelled during the life of the AGREEMENT until 30 days advance written notice to the **CITY** has elapsed.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this 13th day of April, 2021.

Executed by ENGINEER:	
Attest: <u>Stephen M. Davis</u>	By: <u>Paul J. Moore</u>
Title: <u>Executive Vice President</u>	Title: <u>President</u>

Executed by CITY:	City of Peoria, Illinois
Attest:	Reviewed and Approved:
By: <u>Beth Ball</u>	By: <u>Patrick Urich</u>
Beth Ball	Patrick Urich
Title: City Clerk	Title: City Manager
	By: <u>Chrissie L. Peterson</u>
	Chrissie Peterson
	Title: Corporation Counsel
	By: <u>Rick Powers</u>
	Rick Powers
	Title: Director of Public Works



Billing Rates 2021

Employee Classification	Billing Rate
Professional Engineer V	\$200.00
Professional Engineer IV	\$189.00
Professional Engineer III	\$168.00
Professional Engineer II	\$145.00
Professional Engineer I	\$127.00
Engineer III	\$122.00
Engineer II	\$110.00
Engineer I	\$90.00
Technician VI	\$160.00
Technician V	\$146.00
Technician IV	\$122.00
Technician III	\$102.00
Technician II	\$82.00
Technician I	\$70.00
Administrative Assistant II	\$89.00
Administrative Assistant I	\$58.00
Company Vehicle per Day	\$65
Personal Vehicle per Mile	Current IRS Rate

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

PROGRAM MANAGER MUNICIPAL ENGINEERING SERVICES

**MANDATORY PRE-SUBMITTAL CONFERENCE: 10:30 AM
FRIDAY FEBRUARY 12, 2021 VIA VIRTUAL MEETING FORMAT**

STATEMENTS DUE: 11:00 AM WEDNESDAY, FEBRUARY 24, 2021

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, combined sewer and construction. The City seeks Professional Engineering Firms to manage programs and the delivery model for outsourced service arrangements.

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

**TRANSPORTATION, STORM WATER, COMBINED SEWER AND CONSTRUCTION
PROGRAM MANAGERS**

1. INTRODUCTION

Public Works is looking for creative ways to collaborate with consultants to perform municipal engineering services. The City requires program management services in the areas of transportation, stormwater, combined sewers and construction. Program management will consist of helping to determine future projects, program budgets, and oversight of consultants performing planning, design, construction engineering and other engineering services.

The City plans to award a contract for these services to the best-qualified firm. Each firm will be considered and ranked by a Selection Committee based upon the criteria listed herein. The City will then enter negotiations with the top-ranked firm. The City anticipates selecting up to four (4) 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 to not 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 Public Works Engineering Division will be experiencing staff changes. These circumstances have created the need for Public Works to partner with consultants in a new way to perform public works engineering services.

The purpose of the Program Manager Consultant role will be to collaborate with Public Works engineering staff and function in a similar capacity to what city staff has done in the past.

The program managers objectives will be to oversee planning and budgeting, and design and construction engineering along with other engineering work performed by consultants. Consultants hired under the master service agreements (MSA) or through separate requests for qualifications (RFQs) will continue to perform project work.

City staff will select the consultants to perform the project engineering and other engineering work. The program managers will act as the City staff project lead and project manager 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 minimize conflicts of interest, a program manager will not be assigned to oversee their own firm's projects. Instead, one of the other program managers will be assigned the 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, combined sewers, and construction. Program management will consist of helping Public Works engineering staff with asset management, long range planning, project selection, setting 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.

See the Engineering Hierarchy listed below (Table 1). This document identifies some of the expected tasks that the Program Managers will complete. Because the Program Manager role is new, we anticipate that additional task will be identified as the role is developed. The Program Manager and Public Works will develop the role together based on the available budget. The consultant 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 consultant will be responsible for completing tasks according to the schedule mutually set by Public Works and the Consultant.

2.2.2 MEETINGS, PRESENTATIONS, PUBLIC INVOLVEMENT, AND REPORTS

The Program Managers will act similar to City staff and will need to be frequent contact with Public Works Engineering staff. Anticipated meetings would include an initial kick off meeting, weekly staff meeting, City Council meetings, Commission meetings (i.e. Landfill, Transportation, etc.) program and project related public meetings, neighborhood meetings program planning and budgeting meetings, and other meetings as needed to perform the Program Manager duties. Meetings may be held during, after working hours, or on weekends.

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

Reports would include an annual program report, preparing information for the Community Investment Plan, and operating budget, Public Works Annual Work Plan, 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 selected firm 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 on the deliverable. Electronic format for all submittals shall be compatible with the current City software. All work products and working 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.

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 2021-2025
3. Designation of a person from the engineering staff to act as the City's Project Manager with respect to the two-way flow of information and for the purposes of having direct access to staff's knowledge base. Such person shall have the authority to transmit instructions, receive information, interpret and define existing City policy and decisions with respect to materials, equipment, and systems pertinent to the consultant services. However, the concurrence and authorization to begin all phases of this program shall reside with the City Engineer.
4. Access to City's electronic files
5. Access to Public Works and City software systems as appropriate
6. Work space and office equipment in Public Works
7. Annual Work Order

2.2.5 INVOICING AND PAYMENTS

The Consultant shall submit invoices at the end of each calendar 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. 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 05510, 05512, 05610, & 05611) as well as the method of payment outlined in Section 5-5.10 of the IDOT BLRS manual.

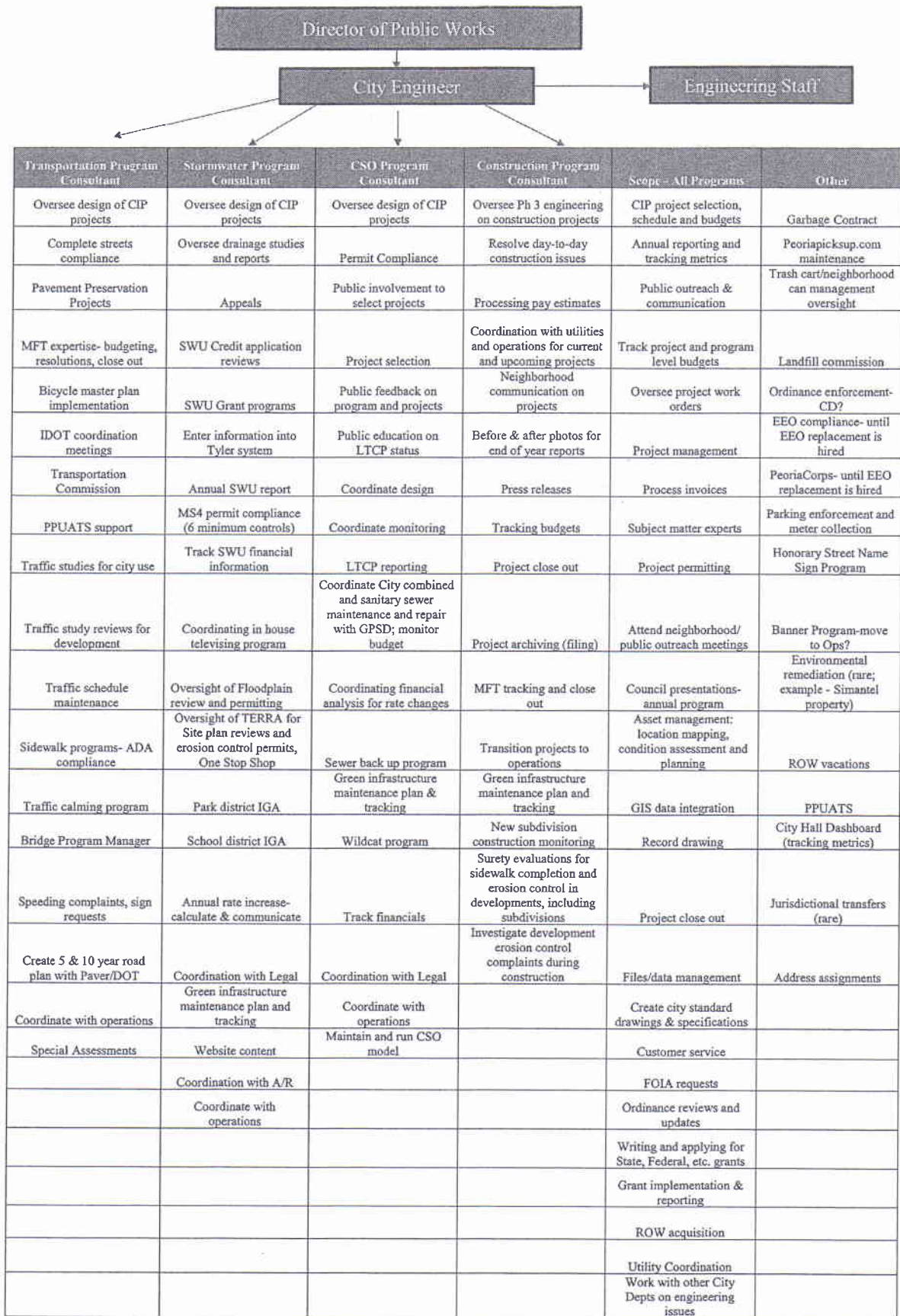


Table 1

2.3 PROGRAM SCHEDULE

Selection will be made according to the following table:

RFQs published in Peoria Journal Star	February 3, 2021 through February 4, 2021
MANDATORY VIRTUAL* Pre-submittal meeting at 10:30 AM	February 12, 2021
Due date for submittals from interested firms 11:00 A.M.	February 24, 2021
Selection Committee ranks submittals and meets.....	February 24 - March 16, 2021
Committee informs highest ranked firm and begins negotiations.....	March 16, 2021
Contracts must be signed and submitted for City Council Agenda process.....	March 23, 2021
City Council Meeting at which Contract is recommended for Approval.....	April 6, 2021
Work Order Sent to Approved Firm (approximately).....	April 7, 2021
Work begins	Mid-April 2021

Email publicworks@peoriagov.org by 4 PM February 11, 2021 to request an invite to the virtual pre-submittal meeting.

2.3.1 MANDATORY PRE-SUBMITTAL CONFERENCE

A questions and answers session will be held at a MANDATORY VIRTUAL pre-submittal conference on Friday February 12, 2012 at 10:30 a.m. Email publicworks@peoriagov.org by 4:00 p.m. on February 11, 2021 to request an invitation to the conference.

2.3.2 PROGRAM DURATION

The City anticipates authorizing the agreement so that engineering services can begin in April 202. 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 to 90 days’ notice to the consultant. This Program Manager Master Service Agreement will continue through December 31, 2023. The contract may be extended in one-year increments two times.

2.4 EXPECTED PROBLEMS

The Program Manager Consultant role is new to Peoria Public Works. The Consultant 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 but, in general, a (5) five-year agreement will range from \$750,000 to \$1,250,000. Public Works will issue annual work orders for the Program Manger work.

3. PUBLIC NOTICE

The notice of Public Advertisement for Program Manager Municipal Engineering Services will appear in the local Peoria Journal Star newspaper on Wednesday February 3 and Thursday February 4, 2021, will be posted to the City of Peoria’s Webpage (www.peoriagov.org), and will be posted to the City of Peoria’s e-alerts notification system. The advertisement will allow 21 calendar days’ notice until proposals are due on Wednesday, February 24, 2021 at 11:00 AM.

4. CONFLICT OF INTEREST

Submit a disclosure statement with the response. The disclosure statement shall be the City modified IDOT BDE DISC 2 template. See attached.

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

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 a.m., Wednesday, February 24, 2021** 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 a Public Works 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 **five (5) hard copies and one (1) electronic copy** of a Statement of Interest and Qualifications.

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

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

All provisions of this Request for Qualifications shall also follow IDOT BLRM Chapter 5-5, where applicable.

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 and phone number of a contact person responsible for and knowledgeable of the submittal
 - b. A section that clearly identify which program management category/categories (Transportation, Stormwater, Combined Sewer or Construction) are to be evaluated
2. Written response addressing each of the evaluation criteria listed in Section 7
3. Form City of Peoria BDE DISC Template 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.

The selection will be based on the following:

1. Scored written responses
2. The City reserves the right to interview, if necessary, after reviewing the written submittals

6.1 SUBMITTAL FORMAT

The submittal should be as concise as possible. See below for the page limits for each section. Additional, promotional information should be avoided. **Five (5) hard copies and one (1) electronic copy of the submittal will be required.**

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

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 and sub-consultants (if any)
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. Work Load 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.

If deemed necessary by the selection committee, the City will interview a minimum of three firms for this program. The same criteria above will be used to evaluate the interviews.

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. 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 (www.peoriagov.org). Click on Department Focus, Equal Opportunity Office, Forms, then select “Employer Report” or “Renewal”. 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.*

9.1 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.

10. 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 does not apply to any City Employee involved in the 2011-12 reduction in force; nor does it apply to parties taking the Early Retirement Incentive offered by the City from November 1, 2011 through November 1, 2012. 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. OMISSION OF SCOPE

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

12. QUESTIONS

All information with regard to 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 February 17, 2021 at 12:00 PM (noon) via email to Senior Administrative Assistant, Vanessa Altpeter at valtpeter@peoriagov.org.



City of Peoria

419 Fulton Street
Peoria, IL 61602

Legislation

Agenda Date: 4/13/2021

File #: 21-100, Version: 1

ACTION REQUESTED:

Communication from the City Manager and Director of Public Works with a Request to APPROVE and for Authorization to Enter into the Following MASTER SERVICES AGREEMENTS for PROGRAM MANAGER - PROFESSIONAL ENGINEERING SERVICES (through December 31, 2023):

- A. AGREEMENT with CRAWFORD, MURPHY & TILLY, in an Amount Not to Exceed \$1,250,000.00, for STORMWATER PROGRAM MANAGER ENGINEERING SERVICES;
- B. AGREEMENT with HANSON PROFESSIONAL SERVICES, INC., in an Amount Not to Exceed \$1,250,000.00, for TRANSPORTATION PROGRAM MANAGER ENGINEERING SERVICES;
- C. AGREEMENT with MILLENNIA PROFESSIONAL SERVICES OF ILLINOIS, LTD, in an Amount Not to Exceed \$1,250,000.00, for CONSTRUCTION PROGRAM MANAGER ENGINEERING SERVICES;
- D. AGREEMENT with SYMBIONT SCIENCE, ENGINEERING AND CONSTRUCTION, INC., in an Amount Not to Exceed \$1,250,000.00, for COMBINED SEWER PROGRAM MANAGER ENGINEERING SERVICES;

BACKGROUND: A majority of the Professional Engineers who work for the city of Peoria Public Works are eligible and are planning to take advantage of the Early Retirement Incentive (ERI) offered by the City. These vacancies coupled with the City protracted struggle to attract and hire qualified professional engineers creates an untenable condition requiring immediate action. These conditions have created the necessity of engaging/transferring major Program Management roles to consultants, so that the budget, CIP, Long Range Control Plan/CSO and construction projects can effectively continue.

The Request for Qualifications (RFQ) for Program Manager Municipal Engineering Services was advertised in the Peoria Journal Star and posted on the City web site. This selection will fulfill the need for program management professional services for the rest of 2021 and continue throughout 2023. The contracts may be extended for two one-year increments after 2023.

The professional engineering services requested under the RFQ include program manager roles in Construction, Combined Sewers, Stormwater and Transportation. The program management firms selected are subject matter experts in each of the categories.

The Public Works Engineering Division will continue to select consultants to complete work under the current master services agreement, and Engineering Division staff will oversee and direct the work completed by the program managers. To minimize conflicts of interest, if a program manager firm is selected to complete a project in their program management category, City staff or another program manager will oversee that project.

Public Works received submittals on February 24, 2021 at 11 a.m. with eleven (11) firms submitting. Because several firms submitted in more than one program management category, eighteen (18) evaluations were

completed. The selection team included Assistant Public Works Director/City Stormwater Engineer Andrea Klopfenstein, P.E., Peoria County Assistant County Engineer Jeff Giles, P.E., and Illinois Civil Contractors Project Manager, Scott Reeise, P.E.

The selection criteria included technical approach, firm experience, specialized expertise, workload capacity and other (ability to staff the program locally, commitment to EEO goals, and quality of the proposal).

These contracts will function similar to the existing Master Services Agreements, in that they will use work orders to authorize their efforts on our behalf each year. The work orders will have a not to exceed budget. Staff and the program managers will discuss the work to be completed each year and then prioritize to build and add to accordingly within the available budget. As we ascertain more about the program manager roles, budgets may need to be adjusted in the future.

Millennia is an MBE (minority business enterprise). Minority Business Enterprises (MBE) account for 25% of the recommended program manager contracts. The other consultants have committed to using minority (MBE) and women (WBE) owned subconsultants, as needed, to complete their scope of work.

FINANCIAL IMPACT: Funding for the Program Managers will come from projects in the Community Investment Program and the Engineering Division operating budget.

NEIGHBORHOOD CONCERNS: These contracts will enable the City to continue to be responsive to citizen concerns.

IMPACT IF APPROVED: Staff will enter into engineering agreements and will issue work orders for program management services.

IMPACT IF DENIED: Due to staffing levels, the City is unable to complete all required engineering work in-house. If consultants are not used to support the engineering staff, many projects will not be able to be completed.

ALTERNATIVES: N/A

EEO CERTIFICATION NUMBER: Crawford, Murphy & Tilly #01746-220331, Hanson Professional Services #0032-210331, Millennia Professional Services #02363-210630, and Symbiont Science, Engineering and Construction, Inc. # 03506-210331

WHICH OF THE GOALS IDENTIFIED IN THE COUNCIL'S 2017 - 2032 STRATEGIC PLAN DOES THIS RECOMMENDATION ADVANCE?

1. Financially Sound City
2. Grow Peoria
3. Beautiful Peoria

WHICH CRITICAL SUCCESS FACTOR(S) FROM THE COMPREHENSIVE PLAN DOES THIS RECOMMENDATION IMPLEMENT?

1. Have an efficient government.
2. Invest in our infrastructure and transportation.
3. Support sustainability.

DEPARTMENT: Public Works

