

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made on _____, 2014 between the City of Peoria, whose address is 419 Fulton, Peoria, IL 61602 hereinafter called the **CITY** and Terra Engineering, Ltd., 401 Main Street, Suite 1130, Peoria, IL 61602, hereinafter called the **ENGINEER**.

WITNESSETH, that whereas the **CITY** desires the following described Land Acquisition **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 are Land Acquisition Services for various projects requested by the **CITY** under separate Work Orders and located within the City of Peoria. The **SERVICES** will be conducted under the supervision of an Illinois Professional **ENGINEER** and be sealed by that person.

NOW THEREFORE, the **ENGINEER** agrees to provide the above described **SERVICES** and the **CITY** agrees to compensate the **ENGINEER** for these **SERVICES** on a per-parcel basis and/or time and expense basis in accordance with the attached Schedule of Fees. The attached Schedule of Fees is not subject to an annual 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 for non-exempt labor will be reimbursed for the premium cost as a direct expense.

The **ENGINEER**, in signing this **AGREEMENT**, certifies that he/she has no financial or other interests in the outcome of this **PROJECT**. 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**.

IT IS MUTUALLY AGREED THAT:

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

The **CITY**, represented by the Director of Public Works or designee, will assign individual projects to the **ENGINEER** at the sole discretion of the **CITY**. A Work Order describing the project limits and proposed improvements shall establish the compensation terms and schedule, if hourly then the attached rate schedule will be used for compensation else the Per-Parcel rates will be agreed upon on a per-project basis. The 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. 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.

This **AGREEMENT** shall remain in effect until December 31, 2016. Funding of **SERVICES** will be budgeted on a per project basis for the duration of the **AGREEMENT**. The **CITY** retains the option to extend the time of this **AGREEMENT** and/or increase the Per-Parcel or Hourly fees with City Council approval. The **CITY** and the **ENGINEER** each binds himself, his 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 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 last known post office address. Upon such termination, the **ENGINEER** shall cause to be delivered to the **CITY** all surveys, appraisal records, 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**.

That the **ENGINEER** warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the **ENGINEER**, to solicit or secure this contract, and that he/she has 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, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the **CITY** shall have the right to annul this contract without liability.

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.*

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 documents electronically in a format compatible and acceptable with the **CITY**. All computer aided drafting and design files will be submitted to the **CITY** in an AUTOCAD 2010 Format. All files received are required to function in the AutoCad 2010 environment without need for post-processing or any adjustments. Any supporting resource files or libraries shall be noted and provided with the submission of CAD documents.

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.

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**, resulting 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**.

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.

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 **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 damage to state 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. The **ENGINEER** may 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 Project, 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 **CONTRACT** 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 **CONTRACT** 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 DEPARTMENT, 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. Each **ENGINEER** may, but is not required to, check the Nonprocurement List. If a **ENGINEER** knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation, in addition to other remedies available to the federal government, 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:

- (1) 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 CONSULTANT: 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 **ENGINEER**, its employees, agents and representatives from claims for damages, for personal injury and death and for damages to property resulting from the negligent act or failure to act by the **ENGINEER**, its employees, agents and representatives in the performance of the SERVICES and/or WORK.

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 and/or WORK 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 14th day of MARCH, 2014.

Executed by ENGINEER:	
Attest: <u><i>Harry E Crowell</i></u>	By: <u><i>[Signature]</i></u>
Title: <u>Project MANAGER</u>	Title: <u>VICE PRESIDENTS</u>

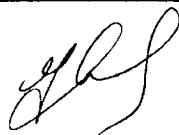
Executed by CITY:		City of Peoria, Illinois
Attest:		Reviewed and Approved:
By: <u><i>Beth A. Ball</i></u>		By: <u><i>[Signature]</i></u>
Beth A. Ball		Patrick Ulrich Chris Sett
Title: City Clerk		Title: City Manager <u>Acting City Manager</u>
		By: <u><i>[Signature]</i></u>
		Sonni C. Williams
		Title: Interim Corporation Counsel
		By: <u><i>[Signature]</i></u>
		Michael T. Rogers
		Title: Director of Public Works

CITY OF PEORIA

**UNIT PRICING
COMPENSATION****FIRM NAME** TERRA Engineering, Ltd.**METHOD AND RATE OF COMPENSATION**

Compensation for the land acquisition services provided in this CONTRACT, as authorized by work orders, will be based upon the unit prices that are within the range of fees as depicted herein and a fixed fee. Consideration will be given to the complexity of the work assigned when determining unit prices.

PAY ITEM	UNIT	RANGE (min.- max.) <30	BULK DISCOUNT RATE >30
VALUATION FINDING	EACH	\$ 1400-1700	\$ 1300-1700
NON-COMPLEX APPRAISAL	EACH	\$ 1600-2700	\$ 1550-2700
COMPLEX APPRAISAL	EACH	\$ 2700-3700	\$ 2650-3700
VALUATION FINDING REVIEWS	EACH	\$ 700-1000	\$ 650-1000
APPRAISAL REVIEW NON-COMPLEX APPRAISAL	EACH	\$ 800-1200	\$ 750-1200
APPRAISAL REVIEW COMPLEX APPRAISAL	EACH	\$ 1200-1600	\$ 1150-1600
UPDATE OR REVISION TO APPRAISAL REVIEW FOR COMPLEX APPRAISAL, NON-COMPLEX APPRAISAL, VALUATION FINDING	EACH	\$ 600-2500	\$600-2500
NEGOTIATIONS	EACH	\$ 1050	\$ 950
UPDATE OR REVISION TO NEGOTIATIONS	EACH	\$ 500	\$ 500
COURT APPEARANCE	HOURLY	\$ 150-250	\$ 150-250
UPDATE OR REVISION TO COMPLEX APPRAISAL, NON- COMPLEX APPRAISAL OR VALUATION FINDING	EACH	\$ 500-1300	\$500-1300



SUBMITTED BY

3/5/14

DATE

George Ghareeb, P.E.

PRINT NAME

CITY OF PEORIA
NOTICE OF REQUEST FOR PROPOSALS (RFP):

CONSULTANT TO ASSIST WITH LAND ACQUISITION SERVICES
(VARIOUS PROJECTS)

PEORIA, ILLINOIS

STATEMENTS DUE: 11:00 A.M., Wednesday, March 5, 2014

The City of Peoria's Engineering Division will accept **sealed proposals** of Statement of Interest and Qualifications to the Office of the City Engineer, Public Works Building, 3505 Dries Lane, Peoria, Illinois, until **11:00 a.m., Wednesday, March 5, 2014**, for establishing contracts with a responsible firm to assist the City in Land Acquisition Services for various projects. The Scope of Work is, as stated below, the proposer must have a team with registered members on the Illinois Department of Transportation's Fee Negotiator's, Appraiser's, and Review Appraiser's lists. The properties will need to be appraised, review appraisals may be needed, and negotiation services will be required.

If you are interested and eligible to meet these requirements, please submit a proposal.

Any Proposal received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. Firms are responsible for ensuring that the City's 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 five (5) original hard copies and one (1) electronic copy, (both formats should be limited to ten (10) pages per copy)**, of a Statement of Interest and Qualifications.

All submittals without signatures will be deemed non-responsive, and will not be acceptable. If Addenda are issued, then each Addendum must be signed as recognized. The City of Peoria reserves the right to reject any or all submittals.

CONSULTANT TO ASSIST WITH LAND ACQUISITION, VARIOUS PROJECTS

1.0 INTRODUCTION

The City of Peoria requires Land Acquisition Services for various projects.

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 PROJECTS

2.1 PROJECTS

The selected firm will engage in Land Acquisition services on various projects throughout the City. Projects could include Land Acquisition for 50+ parcels at a time or as small as one parcel per project. Permanent and Temporary Easements, and the resulting Land Acquisition procedures, will also be included as part of this Contract.

2.2 DELIVERABLE PRODUCTS

The selected firm shall provide all deliverable products to the City Engineer for approval and dissemination. The selected firm shall provide title document records, easement documents, and Negotiator and Appraisal forms per Land Acquisition and Procedures Manual. Electronic format for all submittals shall be compatible with the current City software.

2.3 MEETINGS, PRESENTATIONS, AND PUBLIC INVOLVEMENT

Meetings will be held regularly between the consultant, the City, and parcel stake holders. Presentations for public meetings may be required at least once per project.

3.0 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 Land Acquisition professional services. The following is required in the submittal:

NEGOTIATIONS

The Negotiator shall be on the Illinois Department of Transportation's Fee Negotiators' list in accordance with the Land Acquisition Policies and Procedures Manual (LAPPM). The Negotiator is responsible for all land acquisition negotiations conducted under this Contract for assigned projects. Negotiations shall be in accordance with the LAPPM. The Negotiator shall:

- Be the CITY'S representative to the property owner.
- Work with the Project Manager to receive and understand the scope of work for each work order and the associated deadlines/time frames involved.
- Establish schedules for each activity and report the progress to the Project Manager to assure a quality product.
- Assure that the deadlines assigned are met.
- Maintain channels of communication.
- Provide a cost-effective and quality product.

Before the initiation of negotiations for each parcel, the CITY must approve the amount of just compensation for the parcel. The Negotiator shall be required to personally contact the property owner a minimum of three (3) times before determination that the acquisition of the parcel or portion thereof can not be successfully acquired. One of the three minimum contacts shall be made in person unless otherwise directed by IDOT's District Land Acquisition Office. The Negotiator should exceed the minimum number of contacts on most parcels before recommending that the parcel proceed to eminent domain action. The Negotiator shall fully document in the negotiator's report all efforts made to acquire the parcel or portion thereof on an ongoing basis.

The Negotiator may recommend administrative settlements as outlined in the LAPPM. Administrative settlements will be determined by the CITY on an individual basis.

In the event the Negotiator is unable to obtain all the required documents, after having made every reasonable effort to negotiate with the owner of a parcel, the Negotiator shall prepare and submit a written copy of the Negotiator's Report completed to-date with the names and addresses of all interested parties. If necessary, the Negotiator's written report shall include a recommendation for further action. Even though eminent domain action may be in process, the Negotiator will be required to make continued efforts to settle, until the actual filing date of the petition to condemn a portion or whole of the parcel. Any additional work required to obtain title approval does not constitute an update or revisions that would necessitate a separate work order.

The negotiation for a parcel will be deemed complete when all required documents necessary to obtain title approval are submitted and approved by the CITY. If a negotiated settlement cannot be reached, the negotiation for a parcel will be deemed complete when the documentation for eminent domain action is submitted and approved by the CITY, and the complaint is filed. Each parcel negotiated by the CONSULTANT shall be paid at the Contract price for NEGOTIATION.

Each Updated Negotiation or Revised Negotiation shall be paid at the Contract price for UPDATE OR REVISION TO NEGOTIATION. An Updated Negotiation or Revised Negotiation is defined as additional negotiation work requested by the CITY due to new parcel information supplied by the CITY to the CONSULTANT after first contact with the property owner. New parcel information could include, but not be limited to, significant changes in the area of the acquisition; updated (and modified) appraisal amounts that require revised negotiation documents; and updated (and modified) title information that requires negotiations with additional property owner(s). Any additional work required to obtain title approval does not constitute an update or revision that would necessitate a separate work order.

Appearances in court and/or pretrial conferences, which include depositions, may be required for the negotiation services requested herein. The time spent at such appearance or appearances shall be made upon request of the CITY or its trial counsel and shall be paid at the Contract hourly price for COURT APPEARANCE.

APPRAISALS

The Appraiser shall be on the Illinois Department of Transportation's Fee Appraiser's list in accordance with the LAPPM.

The Appraiser is responsible for all land acquisition appraisals conducted under this Contract for assigned projects. Appraisals shall be in accordance with the LAPPM.

The Appraiser shall:

- Have experience working with IDOT appraisal forms and furnish examples of such work.
- Work with the Project Manager to receive and understand the scope of work for each work order and the associated deadlines/time frames involved.

- Establish schedules for each activity and report the progress to the Project Manager to assure a quality product.
- Demonstrate a working knowledge of the Uniform Act, 49 CFR 24 and IDOT policies and procedures pertaining to appraising.
- Assure that the assigned deadlines are met.
- Maintain channels of communication.
- Provide a cost-effective and quality product.

Before the initiation of the appraisal for each parcel, the CITY must approve an initial contact letter to the owner of the parcel. The appraiser must prepare and submit to the Project Manager and the negotiator three (3) copies of the appropriate IDOT appraisal report form.

Appearances in court and/or pretrial conferences, which include depositions, may be required for the negotiation services requested herein. The time spent at such appearance or appearances shall be made upon request of the CITY or its trial counsel and shall be paid at the Contract hourly price for COURT APPEARANCE.

REVIEW APPRAISALS

The Appraiser shall be on the Illinois Department of Transportation's Review Appraiser's list in accordance with the LAPPM.

The Appraiser is responsible for all land acquisition review appraisals conducted under this Contract for assigned projects. Review appraisals shall be in accordance with the LAPPM.

The Appraiser shall:

- Have experience working with IDOT appraisal forms and furnish examples of such work.
- Work with the Project Manager to receive and understand the scope of work for each work order and the associated deadlines/time frames involved.
- Establish schedules for each activity and report the progress to the Project Manager to assure a quality product.
- Demonstrate a working knowledge of the Uniform Act, 49 CFR 24 and IDOT policies and procedures pertaining to appraising.
- Assure that the assigned deadlines are met.
- Maintain channels of communication.
- Provide a cost-effective and quality product.

Before the initiation of the appraisal for each parcel, the CITY must approve an initial contact letter to the owner of the parcel. The appraiser must prepare and submit to the Project Manager and the negotiator three (3) copies of the appropriate IDOT appraisal report form.

Appearances in court and/or pretrial conferences, which include depositions, may be required for the negotiation services requested herein. The time spent at such appearance or appearances shall be made upon request of the CITY or its trial counsel and shall be paid at the Contract hourly price for COURT APPEARANCE.

RELOCATIONS

No work relating to the work of a Relocation Agent is included in this Request for Proposals.

4.0 PROJECT DURATION

It is anticipated that, after a firm is selected, the appraisal and negotiation process will take less than one year per project. Specific timelines will be mutually agreed upon between the selected firm and the City.

5.0 INVOICING AND PAYMENTS

The preferred method of compensation will be on a parcel by parcel basis.

The firm shall submit invoices at the end of every month providing that parcel Land Acquisition has been finalized for all or a portion of the aggregated parcels per project.

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.

6.0 CRITICAL DATES

Selection will be made according to the following table:

RFPs advertised	02/14/14 through 03/05/14
Due date for Statement of Interest and Qualifications at 11:00 AM	03/05/14
Selection Committee ranks submittals	03/12/14
Committee informs highest ranked firm and begins negotiations	03/13/14
Contract signed and submitted to Council Agenda process	03/14/14
City Council Meeting at which Contract is Recommended for Approval	03/25/14
Notice to Proceed Sent to Approved Firm	03/27/14
First project to start	04/15/14

7.0 EVALUATIONS OF QUALIFICATIONS

Firms are to submit a written Statement of Interest and Qualification which presents the firm's qualifications and understanding of the work to be performed. Selection criteria will include, but will not be limited to, qualifications, comparable recent experience, utilization of local professionals, knowledge of local requirements, policies and procedures, implementation of EEO requirements, capacity to perform work in the allotted time, and overall approach to the project. Firms interested in submitting should have recent, specific experience with this type of project.

The submittal should include:

1. Name, size and brief description of the firm, including the same information for any proposed Negotiator, Appraiser, and Review Appraiser.
2. Location of offices for the firm and for proposed Negotiator, Appraiser, and Review Appraiser, and the office location responsible for managing the project.
3. Name, address and phone number of a contact person responsible for and knowledgeable of the submittal.
4. Certification of the Negotiator, Appraiser, and Review Appraiser appearing on the IDOT Approved lists.

5. Descriptions of related project experience and client name for each project for each firm or Negotiator, Appraiser, and Review Appraiser proposed for this project.
6. Names and contact information of at least three (3) references from previous clients on similar projects.
7. Typical billing rate schedule for assigned personnel, including rate schedules for any proposed Negotiator, Appraiser, and Review Appraiser on a per-parcel basis and also on an hourly basis. Also, provide a Bulk Parcel Discount rate description if applicable and the parcel thresholds per project to initiate the Bulk Discount.
8. A brief summary of any specialized experience, qualifications or unique capabilities applicable to this project that you feel is important to the success of the project (please review the selection criteria included in this document).
9. A typical project approach.

Offerors will need to address each of the evaluation criteria set forth in Section 8 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 on the basis of the following:

1. Scored Statement of Interest and Qualifications.
2. The City reserves the right to interview, if necessary, after reviewing the written submittals.

7.1 SUBMITTAL FORMAT

The submittal should be as concise as possible, **with no more than 10 pages**. Additional, promotional information should be avoided. **Five (5) hard copies and one (1) electronic copy of the submittal will be required.** [Submittals should be limited to ten (10) pages per format copy.]

8.0 CRITERIA FOR EVALUATION

- A) Qualifications and Experience**
- B) Availability/ability to Produce Results**
- C) Location with Respect to Peoria**
- D) Preliminary Estimate of Cost:**
 - a. The fee for the required base items, per-parcel basis
 - b. The fee for hourly base items
 - c. Bulk Discount Rate for services, per-parcel basis

9.0 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>
Qualification and Experience	30%	10	3.00
Ability to Produce Results	30%	10	3.00
Location with respect to Peoria	20%	10	2.00
Estimate of Cost	20%	10	2.00
Total Maximum Points			10.00

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

The City of Peoria intends to interview one to three firms for this project if deemed necessary by the selection committee. If fewer than three submittals are received, the City will rate one or both firms on their statement of interest. Each criterion in the evaluation will be ranked on a scale of 1 to 10, where 10 equals the maximum ranking for that field. 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 above. A total point value for each submittal will be determined by the composite evaluation of the Selection Committee.

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

10.0 EEO

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

11.0 EMPLOYEE/EMPLOYMENT RESTRICTIONS- THE CONSULTANT:

THE CONSULTANT, (hereinafter referred to as "SERVICE PROVIDER") agrees, as a condition of accepting this contract with the City of Peoria, that, for a period of one (1) year following completion of this contract, it shall be prohibited from hiring, directly or indirectly, any City employee or official who was involved, directly or indirectly in: (1) the selection and/or recommendation to select the SERVICE PROVIDER for performance of this contract; (2) coordinating the efforts of the SERVICE PROVIDER in the consummation or completion of this contract; or (3) monitoring or determining the performance of the SERVICE PROVIDER. The SERVICE PROVIDER further acknowledges and agrees that, upon the City's determination that a violation of this provision has occurred, the penalty imposed, at the sole discretion of the City, may include one or more of the following: (1) cancellation of any other contract(s) between the City of Peoria and the SERVICE PROVIDER; (2) disqualification of the SERVICE PROVIDER from bidding or being awarded future contracts with the City of Peoria for a period of two [2] years; and/or (3) payment of liquidated damages to the City of Peoria in the amount of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00). *This 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.*

12.0 OMISSION OF SCOPE

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

13.0 QUESTIONS

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 submitted via email to the City Engineer, Scott Reeise at SReeise@peoriagov.org



Evaluations Due: March 5, 2014 @ 11:00am
 Submittal by:

Evaluation by:

Item No.	Comment Issue	Score (1-10)	Weighted Value	Item Score*	Comments
Qualifications & Experience		30			
1	Qualifications of the Lead Negotiator (IDOT Certified)		5		
2	Recent Experience of the Negotiator Team		10		
3	Qualifications of the Appraisers (IDOT Certified)		5		
4	Recent Experience of the Appraiser Team		10		
Availability/ability to Produce Results		30			
5	Availability/ability to Produce Results		30		
Location with Respect to Peoria		20			
6	Location of Lead Negotiator with Respect to Peoria		15		
7	Use of local Appraisers		5		
Preliminary Estimate of Costs		20			
8	Preliminary Per-Parcel Costs		10		
9	Bulk Discount %		3		
10	Bulk Discount Threshold (ie. 30 properties? 50?)		2		
11	Preliminary Hourly Costs		5		
		Total Score		0	

* - Score x Weighted Value = Item Score

Cumulative Scores

	Reviewer # 1	Reviewer # 2	Reviewer # 3
Terra Engineering, Ltd.	935	905	815
Hanson Professional Services	870	854	778
Bernardin Lochmueller & Assoc	690	650	428
Prairie Engineers	612	713	405

Ranking, based on Cumulative scores

	Reviewer # 1	Reviewer # 2	Reviewer # 3	Rank Sum	Rank by Ranking
Terra Engineering, Ltd.	1	1	1	3	1
Hanson Professional Services	2	2	2	6	2
Bernardin Lochmueller & Assoc	3	4	3	10	3
Prairie Engineers	4	3	4	11	4

Top Ranked Firms

1. Terra Engineering, Ltd.
2. Hanson Professional Services
3. Bernardin Lochmueller & Associates
4. Prairie Engineers