



Request for Statement of Qualifications Addendum I

Heart of Illinois Regional Port District Master Plan and Strategy Implementation

January 17, 2023

To All Potential Respondents:

This addendum is issued to modify the previously issued procurement document and is hereby made a part of the Request for Statement of Qualifications. Please attach this addendum to the document in your possession.

The Contract Development section on page five (5) has been amended to add language that a sample contract is included in Appendix A to this procurement packet. These amendments are identified with red font color.

Sincerely,

Tri-County Regional Planning Commission

Contract Development

Contract development will follow award selection. Respondents must be amenable to inclusion, in a contract, of any information provided whether herein or in response to this request for SOQ or developed subsequently during the selection process. TCRPC expects to use a fixed-price contract with payment terms to be negotiated with the selected respondent. The contract shall not be considered executed unless signed by the authorizing representative of TCRPC.

A sample contract is included in Appendix A. Please note that compensation and scope of services will be negotiated during the contract development phase of this project. Additionally, the contract will include an Exhibit A that outlines the Scope of Work, and Exhibit B that includes a copy of the Intergovernmental Agreement between Tri-County Regional Planning Commission and the Illinois Department of Transportation for the FY 2023 Statewide Planning and Research Funds and State Planning Funds. Please note that Exhibit B is currently not available for viewing.

END OF ADDENDUM I OVERVIEW

Appendix A is not included in this Addendum I overview, rather it is included at the end of this document. The following pages is the updated procurement document with changes outlined in this Addendum, including Appendix A.



Request for Statement of Qualifications

Heart of Illinois Regional Port District Master Plan and Implementation Strategy

Tri-County Regional Planning Commission seeks Statements of Qualifications (SOQ) from consultants to provide professional services to develop a Master Plan and Implementation Strategy for the Heart of Illinois Regional Port District. The Port District includes six Counties in Central Illinois...Peoria, Tazewell, Woodford, Fulton, Marshall, and Mason Counties. SOQ responses will be accepted until January 27, 2023, at 12:00 PM CST. SOQ responses received after that date and time will not be considered.

RFQ Quick Facts

Services requested:	<ol style="list-style-type: none"> 1. Development of comprehensive operations Master Plan and Implementation Strategy 2. Development of a Plan which will guide the Board of Directors and Operations Consultant in establishing a financially self-sustaining operational model. 3. Operational Model and Implementation Strategy Documentation
Contract:	Fixed-price contract with payment terms to be negotiated with the selected respondent.
Estimated project duration:	18 months
RFQ opens:	Friday, December 16, 2022
Deadline for RFQ questions:	Friday, January 13, 2023, at 12:00 PM CST
RFQ closes and is due:	Friday, January 27, 2023, at 12:00 PM CST

Sections included in this RFQ:

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About TCRPC

Tri-County Regional Planning Commission (TCRPC) is the regional organization of 14 local governments in Greater Peoria, Illinois, plus the Greater Peoria Mass Transit District and Illinois Department of Transportation. TCRPC studies the needs and conditions of Peoria, Tazewell, and Woodford Counties, and develops strategies that enhance the region's communities. TCRPC offers a forum for leaders of area government to define regional issues, set regional goals, and cooperatively implement plans.

TCRPC is also the Metropolitan Planning Organization (MPO) for the Peoria-Pekin metropolitan area. As the MPO, TCRPC carries out the continuing, cooperative, and comprehensive (3-C) transportation planning processes required by federal law. TCRPC carries out this process by preparing regional plans and programs with the assistance of an MPO Technical Committee. MPO plans and programs must be approved by the federal government for federal-aid transportation funds to flow to the region.

TCRPC secured a Statewide Planning and Research (SPR) grant from the Illinois Department of Transportation in the Fall of 2022 to fund the procurement and management of a consultant to develop a Master Plan and Implementation Strategy for the Heart of Illinois Regional Port District.

Project Background

The Heart of Illinois Regional Port District (HIRPD) was created in 2003 and is ranked 1st out of 8 ports on the Illinois Waterway in total contribution towards the state GDP. Currently a *Master Plan and Implementation Strategy* does not exist for the HIRPD. The lack of a Port Master Plan negatively impacts the HIRPD's ability to fully integrate and support the State of Illinois Long-Range Transportation Plan and serve the State of Illinois and all communities (disadvantaged and economically distressed) as an economic development tool within the six-county region. This translates to a significant gap in IDOT's implementation of the State's Long-Range Transportation Plan (LRTP).

Scope of Work

The project will result in the development of a comprehensive Master Plan and Implementation Strategy with general tasks to include (Note: This scope of work will be refined in definition with the selected consultant team during contract negotiations):

1. **Determination of Strategic Direction** – Issues to be addressed include Strategic Alignment with the State of Illinois Long Range Transportation Plan, State Accountability of Port District meeting statutory requirements, Assessment/Development of Strategic Alliances and Stakeholder Collaborations, Development of Economic Development Strategies, Assessment of Physical Assets, Development of Strategic Financial Objectives, Development of Marketing and Communication Strategies.
2. **Conduct Operational Assessment, Evaluation and Plan** – Issues to be addressed include SWOT Analysis and Gap Analysis, Structure/Role of Operational Entities, Funding requirements.
3. **Resources and Investment Priorities** – Issues to be addressed include determination of Sustainable Funding Resources, integration of Strategic and Operational objectives/actions, Capitalization on Assets while minimizing Risks, Assessment of and Strategy to Respond to Growth Opportunities.

Qualifications Statement Content

The following information shall be included under the title “**Master Plan and Implementation Strategy**”:

- Name of Respondent
- Location and Address of Respondent Office(s) providing the Professional Services
- Respondent telephone number
- Respondent federal tax identification number
- Name, title, address, telephone number, and email address of contact person authorized to contractually obligate the Respondent on behalf of the respondent.

Respondents should letter and number responses exactly as the questions are presented herein. Interested respondents are invited to submit qualifications that contain the following information:

1. Introduction (transmittal letter)

By signing the letter and/or offer, the Respondent certifies that the signatory is authorized to bind the Respondent. The SOQ should include:

- a. A brief statement of the Respondent’s understanding of the work to be performed.
- b. A confirmation that the Respondent meets the appropriate state licensing requirements to practice in the State of Illinois if applicable.
- c. A confirmation that the Respondent and staff who would be assigned to the project team has not had a record of substandard work within the last five years.
- d. A confirmation that the Respondent and staff who would be assigned to the project team has not engaged in any unethical practices within the last five years.
- e. A confirmation that, if awarded the contract, the Respondent acknowledges its complete responsibility for the entire contract, including payment of any and all charges resulting from the contract.
- f. Any other information that the Respondent believes is appropriate to include.
- g. The signature of an individual who is authorized to make offers of this nature in the name of the consultant submitting the SOQ.

2. Background and Experience

- a. Firm Overview - Describe Respondent’s firm by providing its full legal name, date of establishment, type of entity and business expertise, short history, current ownership structure and any recent or materially significant proposed change in ownership.
- b. Prior Engagements - Describe any prior engagements in which the Respondent and staff who would be assigned to the project team assisted a governmental entity with any other projects relating to this contract.
- c. Similar Work Experiences - Respondent should include a minimum of three examples of work on similar projects as described in the Scope of Services and the names of team members who worked on those projects to be assigned and committed to the proposed contract.
- d. References - Respondent should provide the names, phone numbers, and emails of contact persons in the organizations for whom any projects and key individuals referenced in this section were conducted.
- e. Describe any issue the characteristics of which would be uniquely relevant in evaluating the experience of Respondent’s key individuals committed to the proposed project.

3. Personnel/Professional Qualifications

- a. Identify staff members who would be assigned to act for Respondent's firm in key management, planning and field positions providing the services described in Scope of Services. List project roles and functions to be performed by each individual.
- b. Include resumes of each member of the project team identified above, including name, position, telephone number, email address, education, years of experience. Describe, for each person, the relevant planning projects referenced in this SOQ on which they have worked. If sub-consultants will be used, include the requested information outlined above for each key person serving as a sub-consultant.
- c. Clearly describe the approach, methodologies, knowledge, and capability to be employed by this team in the performance of the stated Scope of Services.
- d. Present innovative concepts, approaches, and methodologies, if any, executed by any team or members committed to this project that are not referenced in the Scope of Work for consideration.

4. Project Availability

A Spring, 2023 project planning start is anticipated with a planning period of 18 months. Please provide evidence that the proposed team is committed to and has the capacity to complete the scope of work in this time.

All SOQs should be sealed and identified on the outside as: **Master Plan and Implementation Strategy**. Two (2) bound printed copies and a digital PDF of the SOQ and the required information shall be provided.

SOQ Documents should be delivered to:

Ray Lees, Planning Program Manager
Tri-County Regional Planning Commission
456 Fulton Street, Suite 401
Peoria, Illinois 61602

Selection Criteria

TCRPC reserves the right to accept or reject any or all proposals. All proposals become the property of TCRPC upon receipt. TCRPC will evaluate each proposal according to the following factors and 100-point scale:

1. (30 points) Experience of the key individuals committed to this contract with similar types of projects as outlined in the Scope of Services.
2. (25 points) Performance of the key individuals in meeting or exceeding project objectives and outcomes on previous projects of similar scope.
3. (20 points) Demonstrated current staffing capacity and commitment to accomplish the work in the required time.
4. (15 points) References from clients for whom the key individuals provided similar services.
5. (10 points) Knowledge of the locality of the project, provided that application of this criterion leaves an appropriate number of qualified firms.

All SOQs will be reviewed by a committee made up of representatives from TCRPC and, perhaps, others to be determined. All SOQs will be scored and ranked; however, the committee IS NOT bound to select the highest-scoring Team's SOQ. TCRPC reserves the sole right to invite one firm to the contract development stage or to reject any and all candidates that submit.

Contract Development

Contract development will follow award selection. Respondents must be amenable to inclusion, in a contract, of any information provided whether herein or in response to this request for SOQ or developed subsequently during the selection process. TCRPC expects to use a fixed-price contract with payment terms to be negotiated with the selected respondent. The contract shall not be considered executed unless signed by the authorizing representative of TCRPC.

A sample contract is included in Appendix A. Please note that compensation and scope of services will be negotiated during the contract development phase of this project. Additionally, the contract will include an Exhibit A that outlines the Scope of Work, and Exhibit B that includes a copy of the Intergovernmental Agreement between Tri-County Regional Planning Commission and the Illinois Department of Transportation for the FY 2023 Statewide Planning and Research Funds and State Planning Funds. Please note that Exhibit B is currently not available for viewing.

Compliance with Laws

The selected firm agrees to be bound by all applicable Federal, State and Local laws, regulations, and directives as they pertain to the performance of the contract.

Questions

TCRPC staff will answer all questions related to this RFQ until 12:00 PM CST on January 13, 2023. All questions and answers will be posted publicly on TCRPC's website. Questions should be addressed in writing to soq@tricountyrpc.org.

Appendix A

Contract Agreement

This Contract Agreement ("Agreement") is made this [] Day of [] MONTH YEAR, between the Tri-County Regional Planning Commission, 456 Fulton Street, Suite 401, Peoria, Illinois 61602, hereinafter referred to as the "Commission," and [] CONSULTANT NAME, [] CONSULTANT ADDRESS, hereinafter referred to as the "Consultant."

WHEREAS, The Commission desires to engage Consultant to develop a Master Plan and Implementation Strategy for the Heart of Illinois Regional Port District, hereinafter referred to as the "TransPort," and

WHEREAS, Consultant desires to render those services as described in Section 1: Scope of Services.

NOW, THEREFORE, Commission and Consultant in consideration of the mutual covenants contained herein agree as follows.

Section 1: Scope of Services

Consultant will provide to Commission a Master Plan and Implementation Strategy for TransPort. The services to be performed are more specifically described in Exhibit A, attached hereto.

Section 2: Responsibilities of the Commission

Commission will assign a Project Manager with the authority to review and approve invoices, progress reports, and deliverables submitted by Consultant, and to act as a liaison between Consultant and the TransPort.

Commission will also identify a representative of TransPort who will be the primary contact for the Master Plan and Implementation Strategy.

Section 3: Responsibilities of the Consultant

- A. Consultant agrees to perform in a professional manner all of the services outlined in Section 1: Scope of Services and as further described in Exhibit A.
- B. Consultant agrees that no changes shall be made in the services outlined in Section 1: Scope of Services and/or Exhibit A without the express written prior consent and agreement of Commission.
- C. Consultant shall assign a Project Manager whose duties will be to oversee and coordinate the work with TransPort's representative and make regular status reports to Commission and TransPort.
- D. Consultant shall begin to perform the services upon the execution of this Agreement by both parties and shall complete such Work as outlined in Section 4: Time of Completion.

Section 4: Time of Completion

Consultant agrees to complete the Work no later than **PROJECT END DATE**.

Notwithstanding anything to the contrary contained herein, neither party shall be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, acts of war or terrorism, shortage of supply, breakdowns or malfunctions, interruptions or malfunction of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties, any pandemic event, including but not limited to the ongoing COVID-19 outbreak, or civil unrest. In the event of any such excused delay, the time for performance of such obligations shall be extended for a period equal to the time lost by reason of the delay. A party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, provide notice to the other party of the nature and extent of any such force majeure condition, and use commercially reasonable efforts to resume performance hereunder as soon as reasonably practicable.

Section 5: Compensation for Consultant’s Services

In consideration for the services performed hereunder, Consultant shall be paid as work progresses using the following outline. Complete bill out of a task shall occur following the completion of deliverables for that task.

Item	Fee
TO BE NEGOTIATED DURING THE CONTRACT DEVELOPMENT PHASE	
Total Budget	

The fees listed above include all ancillary services/products required for each cost item as defined in Exhibit A. Optional services will only be performed by the Consultant with written authorization of Commission at mutually agreed cost.

Section 6: Invoicing

Consultant’s invoices shall be submitted not more often than monthly over the course of the Agreement and reflect Work completed and delivered and/or documented by percentage of Task as indicated in Section 5: Compensation for Consultant’s Services. Commission agrees to review and pay Consultant’s invoice within sixty (60) days of receipt. If an invoice is validly disputed by Commission or otherwise found to be in error, the invoice will be voided and a new invoice submitted at the agreed amount with a new sixty (60) day payment period.

Consultant shall submit reports of progress as part of the invoicing process, or at least monthly, whichever is shorter.

Section 7: Audits

For a minimum of three (3) years after expiration or termination of this Agreement, Consultant shall maintain adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all funds paid to Consultant under this Agreement. Upon notice from Commission or the Illinois Department of Transportation (IDOT) of an audit, Consultant shall make such books, records, and supporting documents available for review by the IDOT, Commission, and/or their designee(s).

Section 8: Insurance

Consultant shall maintain appropriate errors and omissions insurance covering all employees that perform Services during the term of this Agreement, and insurance of the kinds required of Commission in the underlying agreement between Commission and the Illinois Department of Transportation and with the limits set forth therein, but in no event insurance less than the amounts and kinds listed below:

- **Worker's Compensation Insurance** as required by statute, including **Employer's Liability**, with limits of \$100,000 each accident; \$500,000 disease - policy limit; \$100,000 disease - each employee.
- **Commercial General Liability Insurance** with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- **Business Automobile Liability Insurance** with limits of \$1,000,000 per occurrence, combined single limits (owned, hired & non-owned).

Commission shall be named as an additional insured under the Commercial General Liability Insurance Policy and certificates of insurance evidencing these minimum coverages shall be submitted by Consultant to Commission at the commencement of the Services. Failure to submit the certificates or endorsements, or failure of Commission to insist upon submission shall not relieve Consultant of its duty to maintain the required insurance.

Section 9: Relationship

Consultant's relationship to Commission hereunder is one of independent contractor and nothing contained in this Agreement shall be construed to imply that Consultant or any of Consultant's personnel is an employee or agent of Commission for any purpose. Consultant shall have no right, power or authority to create any obligation, expressed or implied, or to make any representation on behalf of Commission, except as may be expressly authorized from time to time by Commission in writing and then only to the extent of such authorization. Nothing herein is to imply an agency, joint venture or partner relationship between the parties.

Section 10: Warranty

Consultant, by signing this Agreement, acknowledges and represents that:

- A. It shall perform the Services with a degree of skill, care, and judgment which is in accordance with the professional standards ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality;
- B. For any good or deliverable provided by Consultant to Commission under this Agreement, Consultant has full power and authority to transfer title or grant any license herein granted

without the consent of any other party, and any and all goods or deliverables are delivered free of any rightful claim of any third party by way of infringement or otherwise arising from or related to the claimed rights in any good or deliverable or Commission's exercise of its rights under the Agreement;

- C. It will perform the Services in full compliance with all applicable laws, regulations, orders, and other governmental requirements;
- D. It has obtained or will obtain all permits necessary to perform the Services and it will perform the Services in compliance with all necessary and applicable permits; and
- E. It will comply with those assurances, certifications, reporting provisions, and any other grant requirements set forth in the underlying FY23 Intergovernmental Agreement for Statewide Planning and Research grant funding between the Illinois Department of Transportation and the Commission, which is incorporated herein as Exhibit B.

Section 11: Indemnification

Consultant shall indemnify and hold harmless Commission and its directors, officers, employees and agents from and against all suits, claims, demands, losses, and damages, including litigation expenses, reasonable attorney's fees and liabilities incurred in connection therewith of: (i) injury to, or death of, any person whatsoever or damage to property of any kind by whomever owned, to the extent caused by the negligent acts or omissions of Consultant or any of its personnel or other persons employed by or engaged by Consultant; or (ii) any claim, to the extent caused by any breach by Consultant of a representation, warranty or covenant contained herein.

Commission shall indemnify, defend, and hold harmless Consultant and its directors, officers, employees and agents from and against all suits, claims, demands, losses, and damages, including, litigation expenses, reasonable attorney's fees and liabilities incurred in connection therewith of: (i) injury to, or death of, any person whatsoever or damage to property of any kind by whomever owned, to the extent caused by the negligent acts or omissions of Commission or any of its personnel or other persons employed by or engaged by Commission; or (ii) any claim, to the extent caused by any breach by Commission of a representation, warranty or covenant contained herein.

This Section 11 shall survive the termination or expiration of this Agreement.

Section 12: Limitation of Liability

WITH THE EXPRESS EXCEPTION OF CONSULTANT'S OBLIGATIONS UNDER SECTION 11 (INDEMNIFICATION), IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR RELIANCE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST OR ANTICIPATED REVENUES OR PROFITS) ARISING OUT OF THE AGREEMENT OR COMMISSION'S USE OF THE DELIVERABLES, ON ANY THEORY OF LIABILITY EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

In recognition of the relative risks and benefits of the project to both the Commission and Consultant, the risks have been allocated such that the Commission agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or

claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$50,000. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Section 13: Disclosure of Information

Consultant may receive or create information for Commission under this Agreement, all of which is and shall be owned by Commission. Commission information may include, without limitation, research, development, patents, computer software, designs, technical information including know-how, and proprietary or other commercial information. Consultant shall not disclose Commission information unless pursuant to a third-party request under the Freedom of Information Act, 5 ILCS 140/1 *et. seq.* ("FOIA"), and in such event, shall exercise to the fullest extent possible all exemptions and exclusions available under FOIA and applicable to the FOIA request, at Consultant's sole cost and expense. Furthermore, Consultant shall immediately notify Commission of any FOIA request Consultant receives of which Commission information may be subject to and Commission may, in its sole discretion, assume control of any response to the FOIA request solely with respect to Commission information. Failure by Commission to assume control with respect to any FOIA request sent to Consultant shall not diminish Commission's rights and remedies and Consultant's obligations under this Agreement.

Consultant acknowledges that Commission may similarly be subject to FOIA and also may receive requests for records from third parties. Upon notice from Commission of a FOIA request Commission receives implicating correspondence, documents, or other records provided to or created by Consultant pursuant to this Agreement, Consultant shall within 7 (seven) business days of such notice search for and provide to Commission a copy of any such records so requested at Consultant's sole cost and expense.

Section 14: Intellectual Property/Deliverables

- A. Consultant reserves all right, title and interest in and to any of the Prior Works that Consultant shall use in the performance of Services for Commission. Consultant hereby grants Commission a non-exclusive, worldwide, royalty-free, perpetual license (with right to sublicense) to use, make, sell, offer for sale, import, reproduce, distribute, display and create derivative works of its Prior Works utilized during the performance of Services or incorporated into any deliverable. "Prior Works" as used herein means Consultant's prior knowledge, including works of authorship, background software, ideas, concepts, methodologies, and processes developed or acquired without Commission's assistance before the Effective Date. Nothing contained herein shall prohibit Consultant from using any of Consultant's general knowledge to perform similar services for others.
- B. Consultant expressly acknowledges that any and all deliverables created under the Agreement shall constitute a "work made for hire" as defined by Section 101 of the Copyright Act. Commission shall own right, title and interest in works of authorship created under the Agreement that constitute a "work made for hire."
- C. For any deliverable created hereunder that does not qualify as a "work made for hire," Consultant hereby irrevocably assigns to Commission all right, title and interest in the deliverable, in whatever stage of completion, and warrants waiver of all moral rights therein.

- D. For any software constituting a deliverable under the Agreement, Consultant shall provide to Commission: (i) the machine readable object code version of the software; (ii) the software source code in both human and machine readable format; (iii) full documentation and annotations associated with the software; and (iv) any and all programmer notes, documentation, and software tools which are helpful or necessary to maintain, debug, modify, alter, or otherwise build, decompile, use and support the software.
- E. Any materials provided by Commission to Consultant in connection with the performance of the Services will remain the sole and exclusive property of Commission, or its licensors, as applicable. After the termination of the Agreement, Consultant shall promptly return all such materials to Commission.
- F. The Commission agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way related to or connected with the unauthorized reuse or modification of Consultant's derivative works of its Prior Works and all deliverables created under the Agreement by Commission or any person or entity that acquires or obtains Consultant's derivative works of Prior Works and deliverables from or through the Commission without the written authorization of the Consultant.

Consultant shall execute all papers and perform such other proper acts as Commission may deem necessary to perfect the rights, interests and titles in deliverables granted under the Agreement without any additional fee, charge or compensation to Commission but at the expense of Commission.

Section 15: Assignments/Subcontracts

Consultant may not assign or transfer its rights or obligations under this Agreement without the express written consent of Commission.

Section 16: Severability

If any provision of this Agreement is deemed to be illegal, invalid or unenforceable for any reason, it shall not affect the legality, validity or enforceability of any other provision herein.

Section 17: Governing Law; Disputes

This Agreement shall be governed by and construed in accordance with the laws of the state of Illinois, and the parties agree to resolve any disputes which arise hereunder solely in a federal or state court in Peoria County, Illinois. The parties agree that in the event any dispute arises in any way related to arising out of this Agreement, the prevailing party shall be entitled to recover an award of its reasonable attorney's fees, costs, and expenses.

Section 18: Termination

This Agreement shall terminate upon Commission's acceptance of and payment for all authorized Deliverables and Services.

The Commission may terminate this Agreement with thirty (30) days written notice to the Consultant for

reasons unrelated to the Consultant's performance (e.g. lack of adequate funding for continuation). In the event of such termination, Commission shall be liable for the payment of all Work properly performed prior to the effective date of termination, including all portions of Work which were partially completed, in which case Consultant shall provide to Commission all fully and partially completed Work.

If for any cause Consultant or Commission shall default in the performance of this Agreement or any part thereof and has failed to address such default within sixty (60) days after receipt of written notice sent by certified mail, return receipt requested, specifying such default, by the non-defaulting party, the non-defaulting party may terminate this Agreement at its option.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

Section 19: Amendments

No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of each party hereto.

Section 20: Interpretation

This Agreement shall be construed according to its fair meaning as if prepared by all parties hereto and no provision shall be interpreted for or against either party because a provision may have been drafted by that party or a single representative.

Section 21: Notices

Any notice or other communications required or permitted hereunder shall be sufficiently given if in writing and delivered personally or sent electronically, via Federal Express (or other similar reputable third-party delivery service), registered mail or certified mail, postage prepaid and addressed as noted in the preamble of this Agreement.

Section 22: Entire Agreement/Modifications

This Agreement constitutes the entire agreement and understanding of the parties and supersedes all prior and contemporaneous agreements, understandings, negotiations, and proposals, oral or written. The parties acknowledge that they have not relied on any prior or contemporaneous oral or written representations or statements by the other party in connection with the subject matter of this Agreement except as expressly set forth herein. This Agreement may be amended or modified only by a subsequent agreement in writing signed by each of the parties and may not be modified by course of conduct. Any of the terms or conditions of this Agreement may be waived at any time by the party which is entitled to the benefit thereof but only by a written notice signed by the party waiving such terms or conditions. The

waiver of any term or condition shall not be construed as a waiver of any other term or condition of this Agreement.

Section 23: Counterparts

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date hereinabove first written.

Tri-County Regional Planning Commission

CONSULTANT NAME

Eric Miller
Executive Director
Date:

SIGNATORY NAME
SIGNATORY TITLE
Date:

Exhibit A
Scope of Work

THIS SECTION IS TO BE NEGOTIATED DURING THE CONTRACT DEVELOPMENT PHASE

Exhibit B
Agreement Between Tri-County Regional Planning Commission and the
Illinois Department of Transportation for Statewide Planning and
Research Funds