

***H**utchison Engineering, Inc.*

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July 28, 2017

Ed Andrews, P.E.
Director of Public Works
City of Washington
301 Walnut St.
Washington, IL 61571

Re: Construction Engineering Services – Jefferson St. Resurfacing

Dear Mr. Andrews:

As requested, we are pleased to submit this Construction Engineering Services Agreement for the Jefferson St. Resurfacing project. The engineering services to be provided are outlined in the attached Agreement.

If you have any questions, please contact me at (309) 368-0689. We look forward to working with you on this project and continuing a relationship with the City of Washington.

Very truly yours,

Hutchison Engineering Inc.



W. Shane Larson, P.E.

Attach.

Municipality City of Washington	L O C A L A G E N C Y	Construction Engineering Services Agreement For Local Funds	C O N S U L T A N T	Name Hutchison Engineering Inc.
Township N/A				Address 2015 West Glen. Ave, Suite 210
County Tazewell				City Peoria
Section 17-00000-03-RS				State Illinois

THIS AGREEMENT is made and entered into this _____ day of August, 2017 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above PROJECT. Local Funds will be used entirely to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Local Agency City of Washington
Resident Construction Supervisor Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
Contractor Company or Companies to which the construction contract was awarded

Section Description

Name Jefferson St Route N/A Length 1.3 miles Structure N/A
Termini Wilmore St. to Lawndale

Description: Project consists of 1.3 miles of milling, HMA overlay, and other collateral work.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement herein before described, and checked below:
 - a. ☐ Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.
 - b. ☒ Furnish or cause to be furnished:
 - (1) ~~Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.~~
 - (2) ~~Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.~~
 - (3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
 - (4) ~~Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.~~

- (5) ~~Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.~~

c. ☒ Furnish or cause to be furnished

- (1) A resident construction supervisor, inspectors, and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
- Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
 - Maintain a daily record of the contractor's activities throughout construction including sufficient
 - information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.
 - Revision of contract drawings to reflect as built conditions.
 - Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.

- To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT.
- To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.

The LA Agrees,

- To pay for services stipulated in paragraphs 1b,1c, 2, and 3 of THE ENGINEER AGREES at actual cost of performing such work plus 125 percent to cover profit, overhead and readiness to serve – "actual cost" being defined as payrolls, insurance, social security and retirement deductions. GPS time, CADD time, nuclear density equipment, robotic survey equipment, and concrete cylinder testing will be billed at the ENGINEER's current rate. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1c of THE ENGINEER AGREES. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

Payment for all engineering services described under ENGINEER AGREES shall not exceed \$95,000 unless otherwise approved in writing by the LA.

- That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed.
- That should the improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1b,1c,2, 3 and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus 125 percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
- That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit - "actual cost" being defined as in paragraph 1 above.

It is Mutually Agreed,

- 1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
- 2. This AGREEMENT may be terminated by the LA 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 LA all 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 LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
- 3. 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 LA shall have the right to annul this contract without liability.

Executed by the LA:

By _____

Title:

Executed by the ENGINEER:

Hutchison Engineering, Inc.

2015 West Glen Ave.

Peoria, IL 61614

By _____

Title: Office Manager