



Memo

TO: Public Works Committee
FROM: Ed Andrews, Public Works Director
SUBJECT: Phase 2B Trunk Line Easement Assistance
w/ Austin Engineering & Kaskaskia Engineering Group
DATE: August 16, 2019

At the August 12, 2019 Public Works Meeting an update on the Phase 2B trunk line was shared and is now at point where underlaying title research is underway for the 7 parcels along the proposed alignment that require easement negotiations to begin. These easements are planned to include both a 50' permanent and 100' construction easement. Currently we have our City Attorney Davis & Campbell assisting with the legal components & title work, along with Strand Engineering on the design & permitting of the replacement trunk line required by the Illinois EPA.

In addition to this effort, we would look to engage Austin Engineering for assistance with the easement plat work. They did the original alignment survey retracement for the City in 2013 and would be in the best position to assist with this work. We also requested a proposal from Kaskaskia Engineering Group to assist with the easement negotiations themselves. In addition to traditional engineering services, they are prequalified with IDOT under their Right-of-Way Negotiations category.

Both firms' proposals for their respective parts are attached for review. As such it is recommended engage:

- i.) Austin Engineering under a lump sum amount of **\$10,500** for easement plats.
- ii.) Kaskaskia Engineering Group for a NTE amount of **\$14,000** for easement negotiations.

This matter has been placed on the City Council agenda of Monday, August 19th, 2019 for review and approval.

Cc: File



AUSTIN ENGINEERING, CO., INC.

Consulting Engineers / Surveyors

Peoria, Illinois - Davenport, Iowa

austinengineeringcompany.com

Mr. Ed Andrews
Public Works Director
City of Washington
301 Walnut Street
Washington, IL 61571
eandrews@ci.washington.il.us

August 16, 2019

RE: STP – Phase 2B Easements

Dear Mr. Andrews

Thank you for the opportunity to provide a proposal for professional land surveying services in connection with the above project and in accordance with our telephone conversations and email correspondence requesting easement plats and descriptions for the Sewer Treatment Plant Phase 2B project. This work will include the preparation of plats and descriptions temporary and permanent sanitary sewer easements across 7 properties in Washington, IL. We will work with previously acquired survey data to determine the boundary line of these 7 properties and import proposed sewer line locations from CAD files prepared by Strand Associates, Inc. and assumes a seamless and smooth import into our survey base file located on the Illinois State Plane coordinate system. Any major discrepancies found within these files will be communicated to you immediately and may require separate task order if additional work above and beyond the scope of services listed below is deemed necessary.

We would like to respectfully submit a proposal of **\$10,500**, for which we will include the following:

Easement Dedication Plat

- Scale, north arrow and date of preparation.
- Legal description of the parcel(s).
- Acreage of parcel(s).
- The location of all present property lines, section lines, easements, streets and/or rights of way that are within the area being surveyed.
- All dimensions, both linear and angular, necessary for locating the boundaries of the survey, lots, streets, easements and other areas for public or private use. (Linear dimensions are to be given to the nearest 1/100th of a foot.)
- Location of all survey monuments and their descriptions.
- Name[s] and widths of adjoining streets.

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- Radii, arcs or chord, points of tangency and central angles for all curvilinear streets or rights of way and radii for rounded corners. Also, the location of PT and PC from the nearest lot line.
- All verbiage and certifications required by Tazewell County and City of Washington for Right of Way Plat approval.
- One reproducible (Mylar or linen) copy of the final plat.

In addition to the above items, all surveys must conform to the current Illinois Minimum Standards for Boundary Surveys. For your reference, a copy of these standards is available at

<http://www.ilga.gov/commission/jcar/admincode/068/068012700000560R.html>.

All required filing and recording fees and travel to courthouse to record the plats will be handled by you and are not included in this proposal. Should you like for us to handle these items, all filing fees will billed to you as a reimbursable expense with no markup and time incurred while doing so will be billed at our hourly rates.

The work noted above will be performed on a lump sum basis in the amount of **\$10,500** with payment being due upon delivery of the completed.

All work will be completed within 30 days of notice to proceed.

By accepting this proposal, the undersigned agrees to pay Austin Engineering Co., Inc. for the above-mentioned services at the aforementioned rate within 30 days after delivery of the invoice. It is understood that a charge of 1-1/2% per month (minimum charge of \$2.00) will be assessed to any unpaid balances after this 30-day period. It is also understood that this work is not contingent upon the closing or sale of this property and that Austin Engineering Co, Inc. shall have the right to collect from the undersigned reasonable costs of collection and attorney's fees in the event of non-payment.

Again, thank you for the opportunity to submit this proposal. If you should have any questions or concerns with this proposal, do not hesitate to contact me at the email address listed below. If you would like to proceed with this proposal, please have the party responsible for payment sign below, provide their contact information, and return to me at your earliest convenience.

Sincerely,



Michael P. Cochran, PLS MBA
Principal, Senior Project Manager

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208 East Main Street
Suite 100
Belleville, Illinois 62220
618.233.5877 *phone*
618.233.5977 *fax*

July 26, 2019

Mr. Ed Andrews, PE
Public Works Director - City of Washington
301 Walnut Street
Washington, IL. 61571

RE: Proposal for Land Acquisition Services
Farm Creek Trunk Sewer
Washington, Illinois
KEG No. 19-P103.00

Dear Mr. Andrews:

At your request, Kaskaskia Engineering Group, LLC (KEG) is pleased to prepare this proposal for the above referenced project. The following is a description of the scope of services required for this project

SCOPE OF SERVICES

The following services are for the preparation of land acquisition documents and negotiation of approximately seven parcels in accordance with the Illinois Environmental Protection Agency's (IEPA) rules and regulations for State Revolving Fund (SRF).

- Preparation of introductory letter for approximately seven parcels;
- Review of title commitments for the parcels;
- Preparation of parcel and project compliance checklists and negotiator's report for each parcel;
- Negotiation of the parcels to be acquired;
- Acquire a representative of the City's signature on the Settlement Statement for each parcel; and
- Recording of any/all permanent easements at the Tazewell County Courthouse;
- Meeting to review all documents associated with negotiations including permanent easement documentation, title certification letters, settlement statements and introductory letters. Separate files for each parcel will be created and a copy will be submitted to the District for its permanent records.

FEE AND SCHEDULE

As mandated by Illinois state agencies, our services for land acquisition are based on a per parcel fee. The work will be billed on a time and materials basis with a not to exceed amount. The not to exceed is based on seven parcels at a fee of \$2,000 per parcel for a not to exceed cost of Fourteen Thousand Dollars (\$14,000.00).

The fees for title commitments and any requested appraisals are not included in this proposal.

The above fee, which is valid for up to 90 days from the date of this proposal, does not include any fees required by municipal ordinance, code, or other regulatory agency. The above maximum fee also does not include out-of-scope services that might be added during the course of our work; nor does it include additional services that might be requested following completion of our services. Additional services as requested will be provided in accordance with the enclosed *Acceptance of Proposal for Professional Services* and billed at our then-current hourly rates, or as otherwise agreed.

ACCEPTANCE

If the services outlined herein are acceptable, please provide formal authorization to proceed by completing, signing, and returning the enclosed *Acceptance of Proposal for Professional Services* sheet. This sheet provides important information regarding report distribution and invoicing. Formal authorization is necessary prior to initiation of any of the activities outlined herein. KEG services will be performed for the signatory of the enclosed form. Written consent must be provided by KEG should anyone other than the client wish to excerpt, or rely on, the results of our activities. The enclosed *General Conditions* will apply to any future services you authorize for this project.

We appreciate the opportunity to be of service to you on this project. If you have any questions or would like to discuss the above scope and schedule in any way, please contact our office.

Respectfully,

KASKASKIA ENGINEERING GROUP, LLC



Geri E. Boyer, P.E.
Manager

Enclosures

ACCEPTANCE OF PROPOSAL FOR PROFESSIONAL SERVICES

Project Name: Land Acquisition Services: Farm Creek Trunk Sewer
Project Number: 19-P103.00
Date: July 26, 2019
Fee: Time and Materials Not To Exceed Fourteen Thousand Dollars (\$14,000.00)

Please provide formal authorization to proceed by completing, signing, and returning this form. The attached terms and conditions will apply to the services outlined in the accompanying proposal.

Accepted By:

Name and Title: _____ Address: _____
Signature: _____ City, State, Zip: _____
Client Name: _____ Telephone: _____
Date: _____

Party responsible for payment: (if different than Accepted By)

Name and Title: _____ Address: _____
Signature: _____ City, State, Zip: _____
Agency Name: _____ Telephone: _____
Date: _____

Report Distribution:

Company Name:	Address:	No. Reports
_____	_____	_____
_____	_____	_____
_____	_____	_____

GENERAL CONDITIONS

TERMS

When used below, the term "we", "us", "our" and "KEG" refers to Kaskaskia Engineering Group, LLC and its consultants, subconsultants, stockholders, agents and employees. The term "you" and "your" refers to the person or entity to whom this proposal is addressed.

PAYMENT PROVISIONS

We will bill you monthly for services and reimbursable expenses. Our invoices are due and payable within 30 days of issuance. If invoices are not paid when due, we will stop work on the project until paid.

We will bill you for any direct costs we incur in the prosecution of this work. Direct costs may include subconsultants we contract to perform a portion of our scope of services. Reimbursable expenses will also include any out of pocket costs directly related to this project. Basis for billings of reimbursable expenses will be actual cost. In the event you fail to pay what is owed you will also be responsible to pay reasonable fees of our attorneys and all costs including expert witness fees of collecting this money from you.

The rates we charge you for our services are on the assumption of prompt payment of our bills and the orderly and continuous progress of the Project. We would expect to start our services promptly after receipt of your acceptance of this proposal. If there are protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of our compensation taking into consideration the impact of such delay including but not limited to changes in price indices and pay scales applicable to the period when services are in fact being rendered.

CLIENT RESPONSIBLE FOR CHANGES

If You engage a construction Manager that makes changes to the design or any material details which necessitate modifications to the Drawings and Specifications, You shall be solely responsible to pay for our professional services and reimbursable expenses for all work to accommodate such changes.

GENERAL LIABILITY AND LIMITATION THEREOF

We agree to hold you harmless and to indemnify you on account of any liability due to bodily injury or property damage arising directly out of our negligent acts, but such hold-harmless and indemnity will be limited to that covered by our comprehensive general liability insurance. At your request, we will provide certificates evidencing such coverage and, if available, will purchase additional limits of liability that you may require as a separate cost item to be borne by you.

LIMITATION OF LIABILITY

You recognize that as your professional engineering consultants we incur significant risks by virtue of our association with your project. Because we have no control over the construction or implementation of our engineering designs or other professional services much of what affects the success of your project is entirely outside our control. One of these risks stems from the potential for human error either by our staff or your contractor and an error by others may nonetheless result in some claim against us. In order for us to provide services at these rates there must be a limitation on our risk and therefore you agree to limit our professional liability to you for any and all claims, losses, expenses, injuries or damages (including consequential damages) arising from our professional acts, errors, or omissions, such that our total aggregate liability to you shall not exceed the total compensation received by us under this agreement, or the sum of \$50,000, whichever is greater. If you wish to obtain higher limits of liability and the additional charges involved, you must discuss this with our staff and get any expansion of our liability to you in writing.

HOLD HARMLESS

You agree, to the fullest extent permitted by law, to indemnify and hold us and our subconsultants harmless against any damages, liabilities, or costs, including but not limited to additional fees and costs associated with any such measures

and further agree to defend, indemnify, and hold us harmless from any claim or liability, including but not limited to attorney and expert witness fees, for injury or loss arising from KEG's encountering any unforeseen or unanticipated condition.

THIRD PARTY CLAIMS

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either you or us. Our services under this Agreement are being performed solely for your benefit, and no other entity shall have any claim against us because of this Agreement or the performance or nonperformance of services hereunder. You agree to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

OWNERSHIP AND USE

Upon full payment of all sums due or anticipated to be due us under this Agreement and upon performance of all your obligations under this Agreement as shown in the latest original Drawings and Specifications and the latest electronic data prepared by us for the Project shall become your property. This conveyance shall not deprive us of the right to retain electronic data or other reproducible copies of the Drawings and Specifications or the right to reuse information contained in them in the normal course of our professional activities. We shall be deemed the author of such electronic data or documents, shall retain all rights not specifically conveyed, and shall be given appropriate credit in any public display of such Drawings and Specifications. We will, however, retain ownership and possession of original recorded plans.

You agree that designs, plans, specifications, reports, proposals, and similar documents prepared by us are instruments of professional service, and as such, they may not under any circumstances be altered by any party except KEG. You warrant that our instruments of service will be used only and exactly as submitted by us. Accordingly, you shall waive any claim against us and shall, to the fullest extent permitted by law, indemnify, defend, and hold us harmless of any claim or liability, including but not limited to attorney and expert witness fees, for injury or loss arising from unauthorized alteration of our instruments of service.

TIMING OF STANDARDS

We endeavor to perform our services in accordance with standards, building codes, and ordinances in effect at the time of service using that level of care and skill ordinarily exercised by members of the profession currently practicing in the same or similar locality and under similar conditions. You understand that these standards and level of care and skill change with time and that substantially delayed use of our documents or use in a different locality than originally designed without our involvement are at your own risk.

TERMINATION, SUSPENSION OR ABANDONMENT

You recognize that if you terminate, suspend or abandon this project we will incur many costs which we would not have incurred had the project continued to completion. Therefore it is agreed that an equitable adjustment to our compensation shall include but not be limited to all reasonable costs incurred by us on account of suspension or abandonment of the Project, for preparation of documents for storage; maintaining space and equipment pending resumption; orderly demobilization of staff; maintaining employees on a less than full-time basis; terminating employment of personnel because of suspension; rehiring former employees or new employees because of resumption; reacquainting employees with the Project upon resumption; and making revisions to comply with Project requirements at the time of resumption.

DISPUTE RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the Project or following the completion of the Project, you and we agree that all disputes between us arising out of or relating to this Agreement or the Project shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

UNFORESEEN CONDITIONS

Our services may be provided to assist you in making changes to an existing facility for which you shall furnish documentation and information upon which we may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by you, we shall not be required to perform or to have others perform destructive testing or to investigate concealed or unknown conditions. In the event documentation or information furnished by you is inaccurate or incomplete, all resulting damages, losses and expenses, including the cost of our Additional Services, shall be borne by you. You shall indemnify and hold harmless KEG our subconsultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, which arise as a result of documentation or information furnished by you.

CONSTRUCTION MEANS AND METHODS

Performance of our services does not imply liability by us for Contractor means, methods, techniques, sequences or procedures of construction selected by Contractor or safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing their work. Accordingly we can neither guarantee the performance of the construction contracts by Contractor nor assume responsibility for Contractor failure to furnish and perform work in accordance with Contract Documents.

JOBSITE SAFETY

Insofar as jobsite safety is concerned, we are responsible solely for our own and our employees' activities on the jobsite, but this shall not be construed to relieve you or any construction contractors from their responsibilities for maintaining a safe jobsite. Neither our professional activities nor the presence of our employees and subconsultants shall be construed to imply we have any responsibility for methods of work performance supervision, sequencing of construction, or safety in, on, or about the jobsite. You agree that the general contractor is solely responsible for jobsite safety, and you warrant that this intent shall be made evident in your agreement with the general contractor. You also warrant we shall be made an additional insured under the general contractor's general liability insurance policy.

HAZARDOUS MATERIALS

As used in this Agreement, the term "hazardous materials" shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gasses and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

You and we acknowledge that our scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event that we or any other party encounter any hazardous materials, or should it become known to us that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of our services, we may, at our option and without liability for consequential or any other damages, suspend performance of our services under this Agreement until you retain appropriate consultants or contractors to identify and abate or remove the hazardous materials and warrant that the jobsite is in full compliance with laws and regulations regarding such materials.

The discovery of unanticipated hazardous or suspected hazardous material may make it necessary for KEG to take measures that in our sole discretion are needed to help preserve and protect the health and safety of our personnel and of the public, and/or to preserve and protect the environment.

SITE ENTRY

You will provide right of entry of KEG or employees of firms

working under the direction of KEG, including right of entry of all required field equipment in order to perform the work. We will exercise reasonable care in performing its services, however, you understand that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this agreement.

SUBSURFACE STRUCTURE OR UTILITIES

You will furnish to us information identifying the type and location of utility lines and other man-made objects beneath the site's surface. We will take reasonable precautions to avoid damaging these utility lines and man-made objects.

SAMPLES

Soil, rock, water, or other samples obtained from the project site are your property. We shall preserve such samples for no longer than thirty (30) calendar days after the issuance of any document that includes the data obtained from them unless other mutually agreed arrangements are documented.

Concrete test specimens will be discarded after testing. If project specification strengths are met, "hold" cylinders will be discarded at that time.

If, in our opinion, any of the samples collected may be affected by regulated contaminants, we shall package such samples in accordance with applicable law and you shall arrange for lawful disposal procedures. We shall not, under this agreement, arrange for or be responsible for the disposal of substances affected by regulated contaminants. Furthermore, unless detailed in a specific work scope, we are not responsible for any soil cuttings or produced groundwater generated for the purpose of sample collection that may be affected by regulated contaminants that are left at a job site and were generated for the collection of soil and groundwater samples. We will, at your reasonable request, help the client or owner identify appropriate alternatives for the off-site treatment, storage, or disposal of these materials, for an additional fee.

CONTAMINATION OF AN AQUIFER

Unavoidable contamination of soil or groundwater may occur during subsurface exploration, when drilling or sampling tools penetrate a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading contaminants. Because subsurface exploration is an essential aspect of the services that we will provide on your behalf, you shall indemnify, defend, and hold us harmless from any claim or liability, including but not limited to attorney and expert witness fees, for injury or loss which may arise as a result of contamination allegedly caused by subsurface exploration.

CONSTRUCTION COST ESTIMATES

An opinion of construction costs prepared by us represents our reasonable judgment as a design professional and is supplied for your general guidance only. Since we have no control over the cost of labor and material, nor over competitive bidding or market conditions, we do not guarantee the accuracy of our opinion as compared to other sources, such as, contractor bids, or actual costs to the owner.

ENVIRONMENTAL SITE ASSESSMENT

An Environmental Site Assessment is conducted to render an opinion about the possibility of regulated contaminants being present on, in, or beneath the site specifically at the time services were conducted. You understand that no matter how thorough an Environmental Site Assessment is, we cannot know or state factually that a site is unaffected by reportable quantities of regulated contaminants. Furthermore, even if we believe that reportable quantities are not present, you bear the risk that such contaminants may be present or may migrate to the site after the study is complete.

FAILURE TO FOLLOW RECOMMENDATIONS

We disclaim any and all responsibility and liability for problems that may occur during implementation of our plans, specifications, or recommendations when we are not retained to observe such implementation.