



CITY OF WASHINGTON, ILLINOIS
Public Works Committee Agenda Communication

Meeting Date: March 2, 2020

Prepared By: John Anderson, Acting City Engineer

Agenda Item: Construction Engineering Services Agreement (Ph III) for Lawndale Ave; Hutchison Eng.

Explanation: Construction oversight services are necessary for the pending roadway reconstruction of Lawndale Ave. Although Mohr & Kerr Eng. is design engineer for the project, they do not have the necessary manpower to staff the project. Thus, Hutchison Eng. was selected since they will be also overseeing the nearby Stratford Dr. bridge replacement.

Fiscal Impact: \$ 142,500 was included in FY 2020 budget. This amount will be carried over and a total of \$198,500 will be budgeted in FY 2021.

Recommendation/

Committee Discussion Summary: The Acting City Engineer recommends approval.

Action Requested: Committee approval of the Contract for Services.

Additional Documentation: Hutchison Eng. contract

Local Public Agency 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	Consultant Hutchison Engineering, Inc.
County Tazewell				Address 2015 W. Glen Ave., Suite 210
Section N/A				City Peoria
Project No. N/A				State IL
Job No. N/A				Zip Code 61614
Contact Ray Forsythe – City Administrator				Contact W. Shane Larson - Vice President

THIS AGREEMENT is made and entered into this _____ day of March, 2020 between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. 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:

Regional Engineer	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the PROJECT
In Responsible Charge	A full time LPA employee authorized to administer inherently governmental PROJECT activities
Contractor	Company or Companies to which the construction contract was awarded

Project Description

Name Lawndale Ave. Improvements Route Lawndale Length 1580' Structure No. N/A
Termini Sta. 99+80 to 115+60

Description: The project consists of complete street reconstruction from Bus 24 to just north of Knollcrest Dr. Improvements include removal and replacement of curb and gutter and pavement, sidewalks, driveways, storm sewer system, water and sanitary sewer systems.

Agreement Provisions

I. THE ENGINEER AGREES,

- To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT hereinbefore described and checked below:

- ☒ a. Perform concrete Quality Assurance (QA) field testing and strength testing as noted below.
- ☒ b. Perform hot mix asphalt Quality Assurance (QA) nuclear density testing.
- ☒ c. For soils, perform field nuclear density testing as noted below.
- ☒ d. For aggregates, perform field nuclear density testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

- ☒ e. Inspection of materials on site and submit inspection reports to the LPA and the ~~STATE~~ in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
 - ☒ f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
 - ☒ g. Inspect, document and inform the LPA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.
 - ☐ h. Geometric control including all construction staking and construction layouts.
 - ☒ i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
 - ☒ j. Measurement and computation of pay items.
 - ☒ k. 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.
 - ☒ l. Preparation and submission to the LPA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LPA and the ~~STATE~~.
 - ☒ m. Revision of contract drawings to reflect as built conditions.
 - ☒ n. Act as resident construction supervisor and coordinate with the LPA employee In Responsible Charge.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
 3. To furnish the services as required herein within twenty-four hours of notification by the LPA employee In Responsible Charge.
 4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LPA or ~~STATE~~.
 5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
 6. The ENGINEER shall submit invoices to the LPA no more than once a month for payment on account for the ENGINEER's work completed to date.
 7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
 8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LPA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LPA, the ~~STATE~~ and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LPA.
 9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LPA.
 10. The undersigned certifies neither the ENGINEER nor I have:
 - a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;
 - b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

- e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
 - g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
- 11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
 - 12. To submit all invoices to the LPA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
 - 13. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.
 - 14. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

II. THE LPA AGREES,

- 1. To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
- 2. To furnish the necessary plans and specifications.
- 3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
- 4. To pay for services stipulated in THE ENGINEER AGREES at the hourly rates stipulated on the attached Schedule of Hourly Charges for personnel assigned to this PROJECT as payment in full to the ENGINEER for the actual time spent in providing these services. The hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. CADD time, Robotic Total Station, GPS, and Nuclear Density Gauge 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. The classifications of the employees used in the work should be consistent with the employee classification 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 \$198,500 unless approved in writing by the LA.
- 5. To pay the ENGINEER without retainage.
- 6. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).
- 7. To submit approved forms BC 775 and BC 776 with this AGREEMENT when federal funds are used for construction.

III. It is Mutually Agreed,

- 1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
- 2. That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
- 3. That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

4. That this AGREEMENT may be terminated by the LPA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LPA, the ENGINEER shall be paid for any services completed and any services partially completed.
5. That any differences between the ENGINEER and the LPA 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 LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
6. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LPA deems appropriate.
8. When the ENGINEER is requested to complete work outside the scope of the original AGREEMENT, a supplemental AGREEMENT will be required.
9. The time limit used for this AGREEMENT shall be 12 calendar months from the start of construction. Any additional days that require the ENGINEER to be on site beyond 12 calendar months shall be a reason for Supplement to this AGREEMENT.

Executed by the LPA:

City of Washington

(Municipality/Township/County)

ATTEST:

By: _____

Clerk

By: _____

Title: _____

(SEAL)

Executed by the ENGINEER:

Hutchison Engineering, Inc.

By: W. Shan Lan

By: [Signature]

Title: Vice President

Title: Executive Vice President