



CITY OF WASHINGTON, ILLINOIS

City Council Agenda Communication

Meeting Date: 08-03-2020

Prepared By: Dennis Carr – City Engineer

Agenda Item: Hilldale Design Engineering Agreement

Explanation: Due to the economic impact of COVID 19, the State of Illinois, as part of the Rebuild Illinois funds, has dispersed additional funds around the state. The funds are to be deposited into the Motor Fuel Tax Accounts for each city. The money can be spent on nearly everything that motor fuel tax can, with the exception that it has to be towards a bondable construction project. The distribution that is being made to Washington is 6 payments of \$181,960.76 for a total of \$1,091,764.56 over a three-year period.

The Public Works Director, Utilities Superintendent, Water/Sewer Maintenance Supervisor, Engineer Technician, and myself met to discuss pavement conditions as well as utility conditions of roads around Washington. Upon discussion, we found that the next project the city should begin the design for would be Hilldale Avenue. The waterline has had frequent breaks and is made from multiple materials with multiple size ranges. The sanitary sewer in this area is very flat and requires cleaning frequently to avoid blockages.

Staff followed QBS procedures and selected Hutchison to perform the design engineering work. During the discussion on road selection, Crestview was also mentioned as a fix because of the transite watermain. With the addition of Crestview to the length of Hilldale from Main to Lawndale, the estimated construction cost increased which in turn increases the design cost.

The total Design Engineering cost is 11.5% of the estimated construction cost. This agreement also includes design of a private side project similar to Lawndale and Holland. If the council is not wanting to do work on the private side, it would remove \$55,251.65 in sewer televising and bring the engineering to around 10.7% of the estimated construction cost. Design Engineering is normally in the ballpark of 10%-12% of the construction cost.

Fiscal Impact:

There was no money initially budgeted for the design of this project. The Rebuild Illinois Funds can only be used on a bondable project. A project of this magnitude is a bondable project and would be a good use of previously unbudgeted revenues. Using Rebuild Illinois funds on the actual construction would increase the cost of the construction as well as design because the entire project would have to follow the IDOT Local Roads process and review.

The overall Engineering Agreement is for \$756,608. This would leave the City with \$335,156.56 in Rebuild Illinois Funds that we would have to allocate to a future bondable project.

Recommendation/

Committee Discussion Summary: Staff recommends approval of the Preliminary Engineering Services Agreement with Hutchison Engineering for \$756,608.

Action Requested: Approval

Municipality City of Washington	LOCAL AGENCY	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	CONSULTANT	Name Hutchison Engineering, Inc.
Township N/A				Address 2015 W. Glen Ave., Suite 210
County Tazewell				City Peoria
Section				State IL

THIS AGREEMENT is made and entered into this _____ day of August, 2020 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name Hilldale Ave. Reconstruction

Route Hilldale Ave Length 0.91 Mi. 4800.00 FT (Structure No. N/A)

Termini Hilldale Ave. - Main St. to Lawndale Ave.; Avon Ct.; Crestview Dr.

Description:

Complete street reconstruction of the above noted streets including pavement, curb & gutter, sidewalks, driveway aprons, water system, sanitary sewer system, storm sewer system, and the existing box culvert just

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 improvements herein before described, and checked below:
 - a. ☒ Make such detailed surveys as are necessary for the preparation of detailed roadway plans
 - b. ☒ Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c. ☒ Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. ☒ Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
 - f. ☒ Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g. ☒ Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
 - h. ☐ Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

- i. ☒ Assist the LA in the tabulation and interpretation of the contractors' proposals
 - j. ☒ Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
 - k. ☐ Prepare the Project Development Report when required by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

1. ~~To pay the ENGINEER as compensation for all services performed as stipulated in The ENGINEER Agrees and the attached Scope of Services in accordance with one of the following methods indicated by a check mark:~~

- ~~a. ☐ A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.~~
- ~~b. ☐ A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:~~

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost		Percentage Fees	
Under	\$50,000	_____	(see note)
		_____	%
		_____	%
		_____	%
		_____	%
		_____	%

~~Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.~~

2. To pay for services stipulated in THE ENGINEER AGREES in accordance with the Total Compensation and Fixed Fee formulas shown on Exhibit A. Actual hourly rates shall be utilized. The hourly rates shown on Exhibit A represent the current rates on file with the Department escalated in accordance with BDE 3608. The total amount shown on Exhibit A shall be considered the Not-to-Exceed amount of this Agreement.

"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.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed ~~in accordance with the following schedule:~~
- ~~a. Upon completion of detailed plans, special provisions, proposals and estimate of cost being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.~~
 - ~~b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.~~
 - ~~By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.~~
4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in The ENGINEER AGREES and prior to the completion of such services, the LA shall reimburse the ENGINEER in accordance with paragraph 2 of the LA AGREES, abandonment -"actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the LA, the LA will pay the ENGINEER for such changes in accordance with paragraph 2 of the LA AGREES.
- It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their 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 surveys, 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 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 if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. 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.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

City of Washington of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____ City Council

By _____

Title _____

Clerk

(Seal)

Executed by the ENGINEER:

Hutchison Engineering, Inc.

2015 W. Glen Ave., Suite 210

ATTEST:

Peoria, IL 61614

By _____

By _____

Title Vice President

Title President

Approved

Date

Department of Transportation

Regional Engineer

Exhibit A - Preliminary Engineering

Route: Hilldale Ave.
 Local Agency: City of Washington
 (Municipality/Township/County)
 Section: _____
 Project: N/A
 Job No.: N/A

*Firm's approved rates on file with IDOT'S
 Bureau of Accounting and Auditing:

Overhead Rate (OH) 169.28 %
 Complexity Factor (R) 0.00
 Calendar Days 1200

Method of Compensation:

- Cost Plus Fixed Fee 1 ☒ 14.5%[DL + R(DL) + OH(DL) + IHDC]
 Cost Plus Fixed Fee 2 ☐ 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
 Cost Plus Fixed Fee 3 ☐ 14.5%[(2.3 + R)DL + IHDC]
 Specific Rate ☐
 Lump Sum ☐

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
1. Phase I/II Eng & Admin	Principal	40.00	\$70.00	\$2,800.00	\$4,739.84	\$0.00	\$0.00	\$1,093.27	\$8,633.11
	Project Manager	80.00	\$70.00	\$5,600.00	\$9,479.68	\$0.00	\$0.00	\$2,186.55	\$17,266.23
	Engineer IV	924.00	\$53.77	\$49,683.48	\$84,104.19	\$0.00	\$0.00	\$19,399.21	\$153,186.8
	Engineer II	266.00	\$41.65	\$11,078.90	\$18,754.36	\$0.00	\$0.00	\$4,325.82	\$34,159.08
	Engineer I	2185.00	\$30.46	\$66,555.10	\$112,664.47	\$0.00	\$0.00	\$25,986.83	\$205,206.4
	Eng Tech V	1360.00	\$47.10	\$64,056.00	\$108,433.99	\$0.00	\$0.00	\$25,011.04	\$197,501.0
	Eng Tech II	312.00	\$34.92	\$10,895.04	\$18,443.12	\$0.00	\$0.00	\$4,254.03	\$33,592.19
	Eng Tech I	40.00	\$28.56	\$1,142.40	\$1,933.85	\$0.00	\$0.00	\$446.05	\$3,522.30
2. In House Direct Costs		0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42,173.75	\$6,115.19	\$48,288.94
3. Services By Others		0.00	\$0.00	\$0.00	\$0.00	\$55,251.65	\$0.00	\$0.00	\$55,251.65
Totals		5,207.00		\$211,810.92	\$358,553.50	\$55,251.65	\$42,173.75	\$88,817.99	\$756,607.8

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME Hutchison Engineering, Inc.
PRIME/SUPPLEMENT Prime
Prepared By Shane Larson

DATE 07/28/20
PTB-ITEM# N/A

CONTRACT TERM 40 MONTHS
START DATE 8/4/2020
RAISE DATE 1/1/2021
END DATE 12/3/2023

OVERHEAD RATE 169.28%
COMPLEXITY FACTOR 0
% OF RAISE 2%

ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	8/4/2020	1/1/2021	5	12.50%
1	1/2/2021	1/1/2022	12	30.60%
2	1/2/2022	1/1/2023	12	31.21%
3	1/2/2023	12/1/2023	11	29.18%

The total escalation = 3.50%

PAYROLL RATES

FIRM NAME
PRIME/SUPPLEMENT
PTB-ITEM #

Hutchison Engineering, | DATE
Prime
N/A

07/28/20

ESCALATION FACTOR 3.50%

Note: Rates should be capped on the AVG 1 tab as necessary

CLASSIFICATION	IDOT	CALCULATED RATE
	PAYROLL RATES ON FILE	
PRINCIPAL	\$70.00	\$70.00
PROJECT MANAGER	\$70.00	\$70.00
ENGINEER V	\$61.99	\$64.16
ENGINEER IV	\$51.95	\$53.77
ENGINEER III	\$48.34	\$50.03
ENGINEER II	\$40.24	\$41.65
ENGINEER I	\$29.43	\$30.46
ENG TECH VI	\$50.47	\$52.23
ENG TECH V	\$45.51	\$47.10
ENG TECH IV	\$42.28	\$43.76
ENG TECH III	\$37.97	\$39.30
ENG TECH II	\$33.74	\$34.92
ENG TECH I	\$27.60	\$28.56

LABOR COSTS

WORK ITEM	Principal	Project Manager	Eng V	Eng IV	Eng III	Eng II	Eng I	Eng Tech VI	Eng Tech V	Eng Tech IV	Eng Tech III	Eng Tech II	Eng Tech I	Total
PHASE I														
Scoping														0
Initial Meeting w/ Client		2		2										4
Data Collection														0
Existing ROW/Easements									4					4
Property Owner Names & Addresses									4					4
Field Investigation (Survey Check, Misc. Measurements, etc.)									72					72
Pavement Investigation														0
Coordinate Borings							2							2
Evaluation of Coring Report							2							2
Utility Coordination							1							0
Coordinate JULIE Locate (by client if possible)														1
Design JULIE									1					1
Contacting Utility Companies to request Plans									2					2
Review of utility plans									4					4
Utilities on plan sheets (9 sheets x 16 hrs/sheet)				8					136					144
Plan Submittal to utility companies requesting conflicts									12					12
Coordinate Conflict resolutions							72							72
Water System				16										16
On-Site Investigation w/ City Staff (93 homes)							40							40
Sanitary Sewer System							40							40
Lateral Launches Field Investigation							8							8
Functional Classification/ADT/Design Guidelines/City Standards														0
Survey														0
Field Work/Download/Reduce							16							16
Preliminary Typical Sections		1		4										5
Preliminary Horizontal & Vertical Alignment		1												2
Set Horizontal Alignment				8			16							24
Profile Studies				2			8							10
Preliminary Plan & Profile Sheets (9 sheets x 8 hrs/sheet)		3		24			48							75
Preliminary Drainage Plan														0
Drainage Areas				8			8							16
Outlet Location Determination				4			4							8
Storm Sewer Layout/Pipe Sizing/Inlet Sizing				80			120							200
Preliminary Cost Estimates (3 separate contracts)				8			8							16
Preliminary Contract Staging Plan (3 separate construction contracts)				8			8							16
Meeting w/ client to discuss preliminary alignment, typicals, staging		2		2			8							12
QC/QA Review		8		4										12
Phase I Sub-Totals	0	17	0	178	0	0	401	0	235	0	0	312	0	1143



Hoerr Construction, Inc.
1416 County Road 200 N
P.O. Box 65
Goodfield, IL 61742

Office: (309) 691-6653
Fax: (309) 508-7990

7/28/2020

Mr. Shane Larson
Hutchison Engineering, Inc.
2015 W Glen Ave.
Peoria, IL 61614

Project: Sewer Televising, Cleaning, and Lateral Launch and Locate for the Hilldale Ave Project in Washington, IL

Hoerr Construction, Inc. to Provide

- Cleaning and televising of sanitary and combined sewers
 - CCTV inspection van with technician for televising of sewers
 - Color pan & tilt camera on tracked or wheeled transporter
 - Digital video record of inspections & printed reports
 - Inspection performed to NASSCO PACP standards
 - Traffic control to include flashing lights and cones that are carried on the trucks.
- Lateral launch sewer televising for locating lateral position & depth @ ROW
 - This does not include any cleaning of the laterals if they are too dirty or broken to televise. Our crews will televise to the furthest extent possible due to site conditions or to the ROW as requested. Locating & marking of depths and locations as possible due to site conditions
 - CCTV inspection van with technician for televising of sewers
 - Color pan & tilt camera on wheeled transporter
 - Digital video record of inspections & printed reports
 - Locatable camera head to allow surface marking & approximate depth reading
 - Traffic control to include flashing lights and cones that are carried on the trucks.
 - Digital video record and reports of televising
- Heavy Cleaning beyond 3 passes through each line segment will be billed at an hourly rate
- Certificate of insurance, if requested

Owner to Provide

- Access to pipe being televised – including digging up and exposing any buried MHs, or adding manholes as necessary to complete the cleaning & televising work
- Accurate maps with all necessary information for doing inspections
- Any necessary bonds, permits, fees, association dues, special insurance coverage, surface restoration, erosion control, deflection testing, air testing, or staking

Total Project Price:

- | | |
|--|---------------------------|
| • +/- 5000 LF of 8"-12" Clean & TV @ \$2.30/FT: | \$11,500.00 |
| • +/- 10 HRs of Heavy Cleaning as needed @ \$510/HR: | \$ 5,100.00 |
| • +/- 95 EA Lateral Launch Televising & Locating @ \$375/EA: | <u>\$35,625.00</u> |

Project Total: \$52,225.00



Hoerr Construction, Inc.
1416 County Road 200 N
P.O. Box 65
Goodfield, IL 61742

Office: (309) 691-6653
Fax: (309) 508-7990

Thank you for the opportunity to quote this pipe cleaning and televising project. If you have any questions please call me at (309) 840-7698.

Sincerely,

Andrew Hoerr, PM
Hoerr Construction, Inc.

Accepted By:

Print: _____
(name) (title)

Date: _____



Local Knowledge. Collaborative Approach. Excellent Results

July 17, 2020

Mr. Shane Larson, P.E.
Hutchinson Engineering
2015 West Glen Avenue; Suite 210
Peoria, Illinois 61614

RE: Proposal for Geotechnical Exploration Services
Hilldale Avenue Reconstruction
Washington, IL

Dear Shane:

Thank you for the opportunity to submit a Proposal for Geotechnical Exploration services for the above referenced Project. The Project intent is to provide geotechnical exploration services for ground water investigation.

We understand the scope of work is as follows:

GEOTECHNICAL PHASE SERVICES

1. Soil Borings and Geotechnical services Report:

We assume site access is suitable for our truck-mounted rotary drill rig. Five borings - one to a depth of 21-feet and four to a depth of 6-feet below current grades are planned for this project. It is our understanding that the Client will field stake the boring locations. The as-drilled locations may be adjusted to provide adequate working room for our equipment, to avoid known buried obstructions, marked utilities, and to safely advance the borings.

The planned borings will be advanced until the pre-selected termination depth or until auger refusal is encountered. No rock coring is included in our scope of services. At completion of exploration activities, all borings will be backfilled with the available auger cuttings.

Following completion of the soil borings, recovered samples will be examined and subjected to laboratory testing as determined appropriate by the geotechnical engineer. Our deliverable for the project will include a geotechnical engineering report providing geotechnical recommendations for foundation design and earthwork activities.

ASSUMPTIONS

1. Our proposal does not include restoration of anticipated rutting or site damage due to the

- trafficking by our exploratory equipment. Any restoration of the site should be accepted and completed by the Client.
2. The Client will field stake the soil boring locations.
 3. IMEG will submit public utility locates through the appropriate entity. Any private utilities should be identified by the Client and conveyed to IMEG prior to providing written notice to proceed.
 4. Normal work hours for IMEG are Monday through Friday between 7 AM and 4 PM. If execution of services outside normal working hours is preferred, please contact us as our fee will require a price adjustment.
 5. Drawings of the existing project area, underground utilities, proposed improvement plans and specifications will be provided to IMEG.
 6. Documents prepared by the Engineer will be prepared based upon reasonable assumptions derived from existing information provided by the Client and from limited observation of accessible and visible existing conditions by the Engineer without the benefit of extensive field measurements and investigation prohibited by expense and inconvenience to the Client. It is understood and agreed that unforeseen conditions uncovered during the progress of the project may require changes in the project, resulting in additional cost and delay.

COMPENSATION

We propose to execute the geotechnical exploration services within 15 business days following written notice-to-proceed by the Client, and receipt by IMEG, for the services described above and as itemized in **Attachment A** for a fixed fee of \$3,026.65.

PROJECT EXPENSES

The following reimbursable expenses **are not** included in the above fee and will be invoiced with a 1.1 multiplier of actual cost:

1. Payment of plan review fees or other imposed governmental agency fees.
2. Necessary consultants as approved by Client.
3. Expenses for safety training, background checks, and drug testing to access the site.
4. Project specific insurance coverage riders or amendments necessary to comply with required insurance requirements above current IMEG limits and conditions.

ADDITIONAL SERVICES

IMEG can include the following as additional services. Additional services will be performed on a time and material basis using IMEG's standard hourly rates in effect at the time the service is performed, or for a negotiated fee, and only after approved in writing.

1. Negotiations or delays resulting from the client, contractor, or owner's failure to secure right-of-entry for IMEG to complete the work.



2. Any additional crew wait time necessary for access to the site (i.e., locked access gates, equipment, or materials preventing access to the planned boring locations, etc.), site specific badging/training required, or penetration through obstructions will be invoiced at \$230/hour.
3. Invasive field takeoff to determine existing conditions that are not readily accessible or visible.
4. Civil, structural, mechanical, electrical, or technology design of any kind.
5. Survey services related to reference actual boring locations to a control plan and Client supplied datum.
6. Construction phase services.

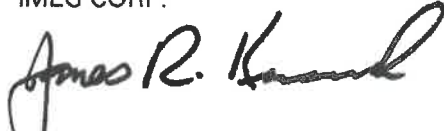
GENERAL

The attached Terms and Conditions dated April 10, 2020 are made a part of this Proposal. This Proposal is valid for 45 days from the date of this offer.

We will begin our services following acceptance of this Proposal for Engineering Services. We look forward to working with you and your staff on this project and appreciate this opportunity to be of service. Acceptance may be conveyed via e-mail to the address listed below or by signing this offer and returning it to our office.

Sincerely,

IMEG CORP.



Jim R. Krusemark
Geotechnical Engineer II
Jim.R.Krusemark@imegcorp.com



Matt Dotson PE,
Senior Civil/Geotechnical Engineer

JRK/MAD/jjh

HUTCHINSON ENGINEERING

Accepted:

Signature

Title

Date



TERMS AND CONDITIONS

Standard of Care: Services provided by IMEG Corp. (hereinafter referred to as "the Engineer") under this Agreement will be performed in accordance with generally accepted professional practices in a manner consistent with the level of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same or similar location.

Client Responsibilities: IMEG shall be entitled to rely on the accuracy of documentation presented to it by Client. In the event of updates or changes to any documentation provided to IMEG in furtherance of its services, the Client is responsible for advising IMEG personnel of such updates or changes in writing.

Additional Services: When additional services beyond the defined scope of work are requested, an amendment or change order will be prepared by the Engineer and approved by the Client prior to commencing work. Client's approval by email or payment of proposed additional services shall be deemed binding. Additional services shall be performed on a time and material basis or for a negotiated fee.

Compensation: Services provided by the Engineer on a time and material basis shall be performed in accordance with the Engineer's current fiscal year Standard Hourly Rate Schedule in effect at the time of performance. This schedule is updated yearly and is available upon request.

Performance: Engineer has multiple offices and has professional service agreements for additional engineering and production assistance. The Engineer may use any office or professional service in the completion of services required for the Project. Engineer shall perform work pursuant to an agreed-upon schedule and consistent with the orderly progress inherent in the Engineer's Standard of Care. Work performed in the States of New York or North Carolina may be performed by VPH Engineering Services, P.C. utilizing Engineer's processes and standards.

Billing/Payment: The Client agrees to pay the Engineer for all services performed and all costs incurred. Invoices for the Engineer's services shall be submitted either upon completion of such services or on a monthly basis. Invoices shall be due and payable within 30 days of invoice date (direct) or 15 days from payment by Owner (consultant). Client shall notify Engineer of any objections to the invoice within five working days of receipt and agrees to pursue, in good faith, all payments owed to Engineer for services rendered. Payment of any invoice indicates Client's acceptance of this Agreement, these Terms & Conditions, and satisfaction with Engineer's services. Payment of invoices is in no case subject to unilateral discounting, back-charges, or set-offs by the Client, and payment is due regardless of suspension or termination of this Agreement by either party. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 120 days after the billing, the Engineer may institute collection action and the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification: The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its directors, employees and agents against claims, damages, liabilities and costs arising from and in proportion to the negligent acts or failure to act of Client and its directors, employees and agents in the performance of services under this Agreement on a comparative basis of fault. The Client shall not be obligated to indemnify the Engineer and its directors, employee and agents for their own negligence or the negligence of others. The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its directors, employees and agents against claims, damages, liabilities and costs arising from and in proportion to the negligent acts or failure to act of Engineer and its directors, employees and agents in the performance of services under this Agreement on a comparative basis of fault. The Engineer shall not be obligated to indemnify the Client and its directors, employee and agents for their own negligence or the negligence of others. The other provisions of this Agreement notwithstanding, in the event of any claim within the purview of the indemnification provisions of this section, each indemnitee shall control its defense, and at the time of claim resolution each indemnitor shall provide reimbursement for any reasonable defense cost, recoverable by law, caused by any negligence or other fault by or attributable to each indemnitor as determined by a competent trier of fact. As such, the parties recognize and expressly acknowledge that the duty to defend is not applicable to this Agreement and wholly separate and distinct from the duty to indemnify and hold harmless as set forth in this section.

Insurance: IMEG shall obtain and maintain the following insurance coverages: Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Workers Compensation/Employer's Liability, and Professional Liability. Certificates of insurance will be provided to the Client upon request. When stipulated by the Parties, Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Workers Compensation/Employer's Liability shall be written or endorsed to include named additional insureds, primary/non-contributory coverage, and other coverages subject to all terms, exclusions and conditions of the policies and any limitations as to coverage amounts as agreed upon by the Parties.

Certifications, Guarantees and Warranties: The Engineer shall not be required to execute any document or make any promise that would result in the Engineer certifying, guaranteeing or warranting the existence of any conditions.

Assignment: Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other party, which shall not be unreasonably withheld. Subcontracting to subconsultants, normally contemplated by the Engineer as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

Dispute Resolution: Any claims or disputes between the Client and the Engineer arising out of the services to be provided by the Engineer or out of this Agreement shall be submitted to non-binding mediation. The Client and the Engineer agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method of dispute resolution among all parties. The laws of the State where the project is located govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

Construction Means and Methods: The Engineer shall not be responsible for, nor have control over or charge of, construction means, methods, sequences, techniques, or procedures, or for any health or safety precautions. Neither Client nor Engineer shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, walkouts, accidents, Government acts, or other events beyond the control of the Client's or Engineer's directors, employees, agents, or consultants.

Construction Observation: When the Engineer does not explicitly provide construction observation services within its written scope of work, it is agreed that the professional services of the Engineer do not extend to or include the review or site observation of the contractor's work, performance, or pay request approval. During construction, the Client assumes the role of the engineer and will hold harmless the Engineer for the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents.

Project Signs: Project signs displayed at the construction site shall include "IMEG Corp." as the Engineer. Articles for publication regarding this project shall acknowledge IMEG as the Civil, Structural, Mechanical, Electrical and/or Technology Engineer, as applicable.

Adjustments, Changes or Additions: It is understood that adjustments, changes, or additions may be necessary during construction. A contingency fund shall be maintained until construction is completed to pay for field changes, adjustments, or increased scope items. All change order amounts requested by contractors constructing Engineer-designed systems shall be submitted to the Engineer for review prior to being approved by contract holder. The Engineer will not approve amounts requested that are above a normal bid amount for the work involved. In no case will costs be assessed to the Engineer at the discretion of the contractor, the Client, or the Owner without prior agreement and approval of the Engineer. Engineer shall not be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Ownership: All drawings, specifications, BIM and other work product of the Engineer developed for this Project are instruments of service owned by IMEG. IMEG shall provide Client with a license to use said instruments of service for purposes consistent with successful project completion, including extensions, if mutually agreed. Reuse of any instruments of service of the Engineer by the Client, or others acting for the Client, for any other use without the express written permission



of the Engineer shall be at the Client's risk. Client agrees to defend, indemnify and hold harmless the Engineer for all claims, damages and expenses, including reasonable attorney's fees, arising out of unauthorized use of IMEG's instruments of service.

Electronic Files: The Client hereby grants permission for the Engineer to use electronic background information produced by the Client in the completion of the project. The Client also grants permission to the Engineer to release Engineers' documents (including their backgrounds) electronically to Client, contractors, and vendors as required in the execution of the project.

Employment: For the duration of this contract, plus six (6) months from the date of final payment received, neither the Engineer nor Client, nor their respective agents, will offer employment or contact any person for such purposes who is or was employed by Engineer, Client or their agents for the period of performance of this contract.

Termination: The Client or Engineer may, after giving seven (7) days written notice, terminate this agreement and the Engineer shall be paid for services provided up to the termination notice date, including reimbursable expenses due plus termination expenses. Termination expenses are defined as reimbursable expenses directly attributed to the termination. Until said reimbursable expenses are paid, Engineer shall not provide any outstanding instruments of services or any other deliverable generated under this Agreement.

Survivability: In the event any provisions of this agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party. Additionally, there shall be no legal presumption against the drafter of this Agreement in the event of a dispute as to the enforceability and/or interpretation of this Agreement.

Limitation of Liability: It is agreed that the Maximum Aggregate Liability of Engineer arising out of or related to this Agreement and for all work performed on this project, whether based in contract or tort, in law or equity or for negligent acts, errors, or omissions, and all claims, losses, costs, damages, cost of defense, or expenses from any cause, including Client, Contractors, and Attorney fees, will be limited to the greater of the compensation actually paid to Engineer for all work performed under this Agreement or \$25,000. This limitation of liability has been agreed upon after Client and Engineer discussed the risks and rewards associated with the Project, as well as the provision of the services within both the obligations of this Agreement and the associated compensation. Upon written request by Client, the parties may negotiate in good faith and mutually agree, by way of a written Change Order or Amendment, to increase the amount of this liability limitation. As used in this section "Engineer" includes all of IMEG's agents, affiliates, subconsultants and subcontractors, and their respective partners, officers, directors, shareholders and employees. The limitation of liability established in this section shall survive the expiration or termination of this Agreement.

Risk Allocation: IMEG's liability to the Client for injury or damage to persons or property arising out of work performed for the Client and for which liability may be found to rest upon IMEG, other than for professional errors, omissions or negligence, will be limited to IMEG's general liability insurance coverage of \$1,000,000.

Hazardous Environmental Conditions: Unless expressly stated in writing, IMEG does not provide assessments of the existence or presence of any hazardous or other environmental conditions or environmental contaminants or materials ("Hazardous Environmental Conditions"). Client shall inform IMEG of any and all known Hazardous Environmental Conditions before services are provided involving or affecting them. If unknown Hazardous Environmental Conditions are encountered, IMEG will notify the Client and, as appropriate, government officials of such conditions. IMEG may, without liability or reduction or delay of compensation due, proceed to suspend services on the affected portion of the project until Client takes appropriate action to abate, remediate, or remove the Hazardous Environmental Condition. IMEG shall not be considered an "arranger", "operator", "generator", "transporter", "owner", or "responsible party" of or with respect to contaminants, materials or substances. IMEG shall assume no liability whatsoever for correction of any Hazardous Environmental Conditions; and shall be entitled to payment or reimbursement of expenses, costs or damages occasioned by undisclosed Hazardous Environmental Conditions.

Buried Utilities: Client shall be responsible for designating the location of all utility lines and subterranean structures within the property lines of the Project. Client agrees to waive any claim against IMEG and to defend, indemnify and hold IMEG harmless for any claim or liability for injury or loss arising from IMEG or other persons encountering utilities or other manmade objects that were not brought to IMEG's attention or which were not properly located on the plans furnished to IMEG. Client further agrees to compensate IMEG for any and all time, costs and expenses incurred by IMEG in defense of any such claim, in accordance with IMEG's then effective standard hourly fee schedule and expense reimbursement policy.

Boundary Conflict: Boundary determinations occasionally disclose unseen or unknown conflicts between the record documents and the location of physical improvements. Upon discovery of any latent or patent ambiguity, uncertainty, or dispute disclosed by the records or by placement of the boundaries on the ground, work on the boundary survey will be suspended and you will be immediately notified. IMEG will present alternatives for possible resolution and any additional work required to achieve resolution will be negotiated. If you should choose to forego resolution, all work completed to date will be invoiced for payment and the project file will be archived by IMEG for future resolution. If you choose resolution, IMEG will act as your mediator, consultant and expert until satisfactory resolution is achieved. Upon resolution, this initial agreement will be reinstated and completed in accordance with its initial terms subject to potential interim rate increases.

Force Majeure: Except as hereinafter provided, no delay or failure in performance by Client or IMEG shall constitute a default under this Agreement if and to the extent the delay or failure is caused by Force Majeure. Unless the Force Majeure frustrates performance of the Services, Force Majeure shall not operate to excuse, but only to delay, performance of the Services. If Services are delayed by reason of Force Majeure, IMEG promptly shall notify Client. Once the Force Majeure event ceases, IMEG shall resume performance of the Services as soon as possible. "Force Majeure" means any event beyond the control of the Party claiming inability to perform its obligations and which such Party is unable to prevent by the exercise of reasonable diligence, including, without limitation, the combined action of workers, strikes, embargoes, fire, acts of terrorism, explosions and other catastrophes, casualties, a moratorium on construction, delays in transportation, governmental delays in granting permits or approvals, changes in laws, expropriation or condemnation of property, governmental actions, unavailability or shortages of materials, national emergency, war, acts of terrorism, cyber-attacks, civil disturbance, floods, unusually severe weather conditions or other acts of God or public enemy. Inability to pay or financial hardship, however, shall not constitute Force Majeure regardless of the cause thereof and whether the reason is outside a Party's control.

Other Terms and Conditions: The Terms and Conditions set forth in this Agreement shall not be superseded by any additional or alternate terms and conditions presented by the Client or any other Party whether contained in invoices or in any other form unless mutually executed, in writing, by Engineer and Client.

IMEG Equal Employment Opportunity / Rights Under Federal Labor Laws

1. The equal opportunity clause of 41 CFR § 60-1.4(a) is hereby incorporated by reference as if fully set forth herein.
2. The equal opportunity clause of 41 CFR § 60-741.5(a) is hereby incorporated by reference as if fully set forth herein. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime consultants and subconsultants to employ and advance in employment qualified individuals with disabilities.
3. The equal opportunity clause of 41 CFR § 60-300.5(a) is hereby incorporated by reference as if fully set forth herein. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime consultants and subconsultants to employ and advance in employment qualified protected veterans.
4. The employee notice clause of 29 CFR § 471, Appendix A to Subpart A is hereby incorporated by reference as if fully set forth herein.
5. **Employer Reports on Employment of Protected Veterans** (41 CFR § 61-300.10)
 - a. IMEG agrees to report at least annually, as required by the Secretary of Labor, on:
 - 1) The total number of employees in the workforce of IMEG, by job category and hiring location, and the total number of such employees, by job category and hiring location, who are protected veterans,



- 2) The total number of new employees hired by IMEG during the period covered by the report, and of such employees, the number who are protected veterans; and
 - 3) The maximum number and minimum number of employees of IMEG at each hiring location during the period covered by the report.
 - 4) The term "protected veteran" refers to a veteran who may be classified as a "disabled veteran," recently separated veteran, "active duty wartime or campaign badge veteran," or an "Armed Forces service medal veteran," as defined in 41 CFR 61-300.2.
- b. The above items must be reported by completing the report entitled "Federal Contractor Veterans' Employment Report VETS-4212."
 - c. VETS-4212 Reports must be filed no later than September 30 of each year following a calendar year in which IMEG held a covered contract or subcontract.
 - d. The employment activity report required by paragraphs (a)(2) and (a)(3) of this clause must reflect total new hires and maximum and minimum number of employees during the 12-month period preceding the ending date that IMEG selects for the current employment report required by paragraph (a)(1) of this clause. IMEG may select an ending date:
 - 1) As of the end of any pay period during the period July 1 through August 31 of the year the report is due; or
 - 2) As of December 31, if IMEG has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1, Standard Form 100 (EEO-1 Report).
 - e. The number of veterans reported according to paragraph (a) above must be based on data known to IMEG when completing their VETS-4212 Reports. IMEG's knowledge of veterans status may be obtained in a variety of ways, including, in response to an invitation to applicants to self-identify in accordance with 41 CFR 60-300.42, voluntary self-disclosures by employees who are protected veterans, or actual knowledge of an employee's veteran status by IMEG. Nothing in this paragraph (e) relieves IMEG from liability for discrimination under 38 U.S.C. 4212.

Rev. 04/10/20





Project: Hutchinson Engineering
Location: Washington, IL

Estimate By: Jim K
Date: 2020.07.17
Revision:

QUANTITY		WORK DESCRIPTION	UNIT PRICE		EXTENSION
45	L.F.	One 21' and four 6' borings. Soil borings include augering with standard split-barrel sampling, retention of samples in sealed glass jars and	\$ 12.25	Per Lineal Foot	\$ 551.25
	L.F.	Premium for hard drilling (N>50) or wash boring and sampling operations (if required).		Per Lineal Foot	-
1	Each	Mobilization and demobilization of the drill rig, equipment and personnel to and from the project site including set-up fees.	\$ 450.00	Each	\$ 450.00
1	Each	Utility notification and soil boring layout, (private utility location and necessary coordination with on-site personnel to be provided by our client).	\$ 195.00	Each	\$ 195.00
16	Each	Visual classification of recovered samples including natural moisture content tests.	\$ 5.60	Each	\$ 89.60
16	Each	Natural dry density tests of select recovered cohesive samples.	\$ 7.70	Each	\$ 123.20
16	Each	Unconfined compressive strength tests of select recovered cohesive samples.	\$ 8.60	Each	\$ 137.60
	Inch	Auger penetration of Portland cement concrete (if required).		Per Inch	\$ -
25	Inch	Auger penetration of bituminous concrete (as required).	\$ 7.00	Per Inch	\$ 175.00
	Inch	Auger penetration of buried obstruction (if required).		Per Inch	\$ -
5	Each	Patching for bore hole	\$ 32.00	Each	\$ 160.00
1		Traffic Control	\$ 425.00	Per day	\$ 425.00
0	Per Night	Lodging and meals for drill crew.	\$ 302.00	Per Night	\$ -
6	Hours	Engineering consultation including analysis of the data and preparation of a brief, geotechnical engineering summary report.	\$ 120.00	Per Hour	\$ 720.00

Estimated Fee = \$ 3,026.65

Notes:

- (1) Repair of any damaged, unmarked Private Utilities will not be the responsibility of IMEG.
- (2) Repair of any damaged site areas due to trafficking of exploratory equipment will not be the responsibility of IMEG.
- (3) Please refer to "Additional Services" section of the formal proposal for additional information.



Local Knowledge, Collaborative Approach, Excellent Results

2020 STANDARD HOURLY RATES

Peoria Office - Field Services

Client Executive	\$170
Senior Civil Engineer	\$130
Civil Project Engineer	\$120
Civil Engineer	\$100
Geotechnical Engineer III	\$130
Geotechnical Engineer II	\$120
Geotechnical Engineer I	\$100
Geotechnical Designer	\$90
Land Surveyor III	\$150
Land Surveyor II	\$125
Land Surveyor I	\$105
Senior Survey Technician	\$95
Survey Technician III	\$90
Survey Technician II	\$70
Survey Technician I	\$60
Construction Manager	\$105
Senior Construction Administrator	\$95
Construction Administrator	\$85
Senior Field Technician	\$75
Field Technician IV	\$65
Field Technician III	\$55
Field Technician II	\$50
Field Technician I	\$45
Administrative Assistant	\$50