



CITY OF WASHINGTON, ILLINOIS
Public Works Committee Agenda Communication

Meeting Date: April 5, 2020

Prepared By: Dennis Carr, P.E. – City Engineer

Agenda Item: Hilldale Construction Engineering Agreement

Explanation: Staff solicited bids for the reconstruction of Hilldale Reconstruction Project (Project 1).

The city budgeted to hire a Construction Engineer for the project. Similar to Lawndale, City Staff will need to hire a resident engineer that will be on-site for the entirety of the project. This will allow City Staff to shift between different projects and continue with our daily work. The Resident Engineer that the City used for Lawndale did a nice job for the City and thusly, we would like to continue with Hutchison to continue the Phase 3 Engineering for Hilldale.

Fiscal Impact: The agreement with Hutchison is for \$246,000. The FY 20-21 budget includes a total of \$250,000 split into the following accounts:

413-000-800-3100

500-000-800-3100

501-000-800-3100

Recommendation Summary: Staff requests approval of the engineering agreement with Hutchison for an amount not to exceed \$250,000.

Action Requested: PW Committee move the approval of the agreement to tonight's city council meeting.

**Local Public Agency
Engineering Services Agreement
For Local Funds**

Agreement For: Phase III – Construction Engineering

Agreement Type: Original

LOCAL PUBLIC AGENCY

Local Public Agency		County	Section Number
City of Washington		Tazewell	20-00129-00-PV
Project Number	Contact Name	Phone Number	Email
N/A	Dennis Carr	(309) 271-9635	dcarr@ci.washington.il.us

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Hilldale Ave Reconstruction	N/A	2440'	N/A

Location

Hilldale Ave. - Terrace Ct to Lawndale; Crestview Dr. - Hilldale Ave. to Birchwood Ave.; Lawndale Ave. - Hilldale Ave to RR tracks.

Project Description

Hilldale Ave. - Complete street reconstruction including removal of all existing items within the existing ROW, new curb and gutter, sidewalk, pavement with aggregate subbase, water system, sanitary system, storm sewer system, and sump drain system.

Crestview Drive - New water system

Lawndale Ave. - Bituminous surface removal and HMA overlay.

Anticipated Construction Funding ☐ Federal ☐ MFT/TBP ☐ State ☒ Other

Local

CONSULTANT

Consultant (Firm) Name	Contact Name	Phone Number	Email
Hutchison Engineering, Inc.	W. Shane Larson	(309) 368-0689	slarson@hutchisoneng.com
Address	City	State	Zip Code
2015 W. Glen Ave., Suite 210	Peoria	IL	61614

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT A: Scope of Services
- ☐ EXHIBIT B: Direct Costs Check Sheet
- ☐ EXHIBIT C: Cost Estimate of the Consultant Services Work Sheet
- ☒ EXHIBIT D: Schedule of Hourly Charges

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
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 US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without 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 be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Construction Engineering Contracts:
 - (a) For Quality Assurance services, provide personnel who have completed the appropriate STATE Bureau of Materials QC/QA trained technical classes.
 - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
10. That engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT.

II. THE LPA AGREES,

1. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
2. For Construction Engineering Contracts:
 - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
 - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized are utilized for construction.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as

determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method.

Method of Compensation:

☒ Schedule of Charges

☐ Cost +125%

☐ Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where $FF = (0.33 + R) DL + \%SubDL$, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US 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 US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US 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 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, record documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy. The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data

if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not 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 the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not 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) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has 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 indicated 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) and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT < or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy to maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations .
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (b) paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the DEPARTMENT agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

10. For Construction Engineering Contracts:

- (a) 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 herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
- (b) 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.
- (c) That any difference 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.
- (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.
- (e) Inspection of all materials when inspection is not provided a the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant	TIN/FEIN/SS Number	Agreement Amount
Hutchison Engineering, Inc.	37-0960852	\$246,000.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		\$0.00
Prime Consultant Total		\$246,000.00
Total for all work		\$246,000.00

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The

Local Public Agency Type
City

 of

Name of Local Public Agency
City of Washington

By

--

 Date

--

Name of Local Public Agency
City of Washington

Local Public Agency Type
City

 Clerk

By

--

 Date

--

Title


(SEAL)

Executed by the ENGINEER:

Attest:

Consultant (Firm) Name
Hutchison Engineering, Inc.

By

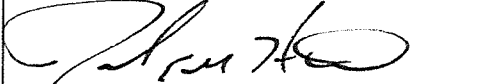

--

 Date

3/23/21

Title
Vice President

By



 Date

3/23/21

Title
Executive Vice President

HUTCHISON ENGINEERING, INC.

HILDALE AVE. RECONSTRUCTION

EXHIBIT A - SCOPE OF SERVICES

Whereas the City of Washington has engaged Hutchison Engineering, Inc., to provide professional engineering services related to the reconstruction of Hilldale Ave. from Terrace Ct. to Lawndale Ave., Hutchison Engineering, Inc. agrees to provide the services described in the ensuing paragraphs.

The general scope of the project is to provide construction oversight for the reconstruction of Hilldale Ave. from Terrace Ct. to Lawndale Ave. in the City of Washington, IL.

SERVICES: Hutchison Engineering's scope of services will be limited to the following:

1. Project Administration & Management – This will include the overall day-to-day management of the project including coordination with City of Washington, and other entities who may hold stake in the project. This will also include monitoring of project schedule, budget, and staffing needs.
2. Pre-Construction Meeting – Organize and conduct pre-construction meeting with contractors and utility companies.
3. Construction Observation
 - a. Shop drawing review
 - b. Check contractor layout
 - c. Daily Construction Inspection
 - d. Daily diary including weekly reports
 - e. Measure, calculate and document contract quantities. Contract quantities will be documented on Inspection Daily Reports.
 - f. Materials Inspection. Ensure that all materials being incorporated into the project meet contract specifications.
 - g. Traffic control inspections
 - h. Erosion control inspections
 - i. Payrolls Reports – Certified payroll reports will be collected, organized, and filed in the project files.
 - j. As-Built Plans. As-Built Plans will be kept up-to-date and submitted with the final project records.
 - k. Materials Testing. Observe contractor QC materials testing and collect testing documentation. Perform QA testing.
 - l. Coordinate and perform final inspection with the City of Washington.
 - m. Process change orders.
 - n. Develop and submit contractor pay estimates to the City of Washington for review and processing.
 - o. Project closeout paperwork including final inspection, contractor warranty, final lien waivers and contractor evaluations.

EXHIBIT D - SCHEDULE OF HOURLY CHARGES

HUTCHISON ENGINEERING, INC.
Jacksonville, IL, Shorewood, IL
Peoria, IL, Moline, IL
Effective January 1, 2021

Engineering Technician 1.....	90.00 per hour
Engineering Technician 2.....	108.00 per hour
Engineering Technician 3.....	120.00 per hour
Engineering Technician 4.....	135.00 per hour
Engineering Technician 5.....	145.00 per hour
Engineering Technician 6.....	165.00 per hour
Engineer 1.....	107.00 per hour
Engineer 2.....	130.00 per hour
Engineer 3.....	152.00 per hour
Engineer 4.....	170.00 per hour
Engineer 5.....	205.00 per hour
Project Manager.....	235.00 per hour
Principal of Firm.....	260.00 per hour
Computer Aided Design/Drafting.....	15.00 per hour
Nuclear Density Equipment.....	50.00 per day (\$25.00 Minimum)
Breaking Concrete Cylinders	20.00 Each
GPS Equipment.....	200.00 per day (\$100.00 Minimum)
Robotic Survey Equipment.....	100.00 per day (\$50.00 Minimum)

Expenses such as sub-surface investigations, laboratory testing, bituminous proportioning, printing, mileage and subsistence shall be billed at actual cost.

Premium portion of overtime hours will be billed as a direct cost.

The above rates shall apply to any services for the calendar year in effect, after which the rates shall be adjusted to the then current calendar year schedule used by the firm.