



CITY OF WASHINGTON, ILLINOIS
City Council Agenda Communication

Meeting Date: 04-19-2022

Prepared By: Dennis Carr – City Engineer

Agenda Item: Freedom Parkway Phase II Design Engineering Agreement

Explanation: The Freedom Parkways Phase I Design is currently being completed by TERRA Engineering. The Phase I engineering produces the Preliminary Design Review which is required for projects that will use State or Federal money. With the middle section receiving STBG funds, the project needed to follow the proper steps with IDOT for the City to use that money. With the Phase 1 nearly complete, the City will need to complete Phase II Engineering. Phase II Engineering will produce the Plans, Specifications, and Estimate (PSE) for the project to go out for bid. Since the City used Terra Engineering for the Phase II, staff proposes using Terra Engineering for the Phase 2 Engineering.

Fiscal Impact: The overall Engineering Agreement is for \$409,968.17. This City budgeted for \$450,000 for the engineering work for Freedom.

Recommendation/

Committee Discussion Summary: Staff recommends approval of the Preliminary Engineering Services Agreement with TERRA Engineering for an amount not to exceed \$409,968.17.

Action Requested: Approval

Municipality City of Washington	L O C A L A G E N C Y	Preliminary Engineering Services Agreement Phase II	C O N S U L T A N T	Name TERRA Engineering, LTD
Township				Address 401 Main Street Ste 1560
County Tazewell				City Peoria, 61602
Section				State IL

THIS AGREEMENT is made and entered into this 19th day of April, 2021 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION.

Section Description

Name Freedom Parkway Drive Extension

Route _____ Length 0.66 Mi. 3500.00 FT (Structure No. _____)

Termini From existing terminous east of McClugage Rd to Cummings Lane

Description:

Design Engineering Phase II for the extension of Freedom Parkway from east of McClugage Road to Cummings Lane approximately 3,500 to the east.

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 in **Attachment A, Scope of Services**.
 - 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.

- 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 Appendix A - Scope of Services in accordance with one of the following methods indicated by a check mark:
 - a. ☒ A sum of money not to exceed \$409,968.17 based on **Attachment B –Estimate of Cost**.
 - b. ☐ A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by PEORIA COUNTY based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	(see note)
Under \$50,000	<hr/>	%
	<hr/>	%
	<hr/>	%
	<hr/>	%
	<hr/>	%

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

- ~~2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus * percent to cover profit, overhead and readiness to serve "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out of pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.~~
- ~~"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 Invoicing by the ENGINEER.
- ~~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 Appendix A - Scope of Services and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 166.00 percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the Phase I - Project Development except for that required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the CITY, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 166.00 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in 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 _____

Clerk By _____
(Seal) Title _____

Executed by the ENGINEER:

TERRA Engineering, LTD
401 Main Street Suite 1560
Peoria, IL 61602
By _____
Title Associate Vice President

ATTEST: _____
By _____
Title Vice President

Attachment A – Phase II Scope of Services

Freedom Parkway Extension, City of Washington

Project Description

The City of Washington desires to extend Freedom Parkway from its exiting terminus near the Menards warehouse to Cummings Lane, a distance of 3,500 feet. Local funds will be used for the engineering however Local, MFT and Federal funds will be used for construction. This contract is for the Phase II engineering of this project and is scheduled for a letting in FY 2022.

The proposed improvements include extending an existing 3-lane urban roadway with storm sewer and detention, bicycle accommodations, bioswales, pedestrian accommodations, street and pedestrian lighting, street trees, amenities, all within the existing 80-foot wide right-of-way. Temporary easements for drainage and right-of-way at the intersections will be needed to accommodate the footprint.

Design Standards

TERRA will follow IDOT policy and procedures, as described in Part III of the Bureau of Local Roads and Streets (BLRS) Manual for Federal-Aid.

Deliverables

- Plans, Specials Provisions and Estimate (PS&E) for western portion of Freedom from existing terminus to Cummings Lane.
- Plats and Legals for purchase of Temporary Easements and Right-of-Way

Phase I - Project Development

The following Phase II Engineering tasks will be completed under this work order:

- **Phase II Design**
 - **Watermain Design/EPA Permit**
Design relocated water main in areas where sufficient cover cannot be maintained. Prepare paperwork and submit design to IEPA for permit.
 - **Drainage / Storm Sewer Design / Detention**
Finalize drainage design including storm sewer sizing, inlet spacing, outlet control and storm water detention system.
 - **Lighting**
Develop lighting design for roadway and bikepath lighting along Freedom tying into existing system. Develop lighting design for the intersection of Cummings and Freedom.
 - **Maintenance of Traffic**
Develop a Maintenance of Traffic plan for intersection Cummings Lane
 - **Right of Way**
Prepare Plats and Legals for all Temporary Easement and Right-of-Way acquisitions outlined in the approved PDR. Stake new right-of-way corners.
- **Phase II Plan Preparation**
 - Develop the following plan sheets in accordance with IDOT's Bureau of Local Roads Manual. Submit to BLRS for review and approval for bidding on s State Letting. Assist City with review of bids as necessary:

Attachment A – Phase II Scope of Services

Freedom Parkway Extension, City of Washington

- Title Sheet
 - Notes/Index/Legend
 - Summary of Quantities
 - Typical Sections
 - Schedule of Quantities
 - Alignment, Ties and Benchmarks
 - Right-of-Way Plans
 - Removal Plans
 - Plan & Profile sheets
 - Drainage & Utility Sheets
 - Signage and Pavement Markings
 - MOT (Traffic Control)
 - Traffic Signal Plans
 - Lighting Plans
 - Erosion Control
 - Landscape Plans
 - Intersection Details
 - Detail Sheets
 - Cross Sections
- **Prepare Project Specifications:**
 - Supplemental Specifications
 - Recurring Special Provisions
 - BDE Special Provisions
 - Contract Special Provisions
 - Project Specific Special Provisions
 - Highway Standards
 - **Prepare Quantities and Estimates:**
 - Quantities
 - Estimate of Time
 - Estimate of Cost
 - **Coordination & Project Management**
 - Coordinate with City
 - Review project deliverables for compliance
 - Prepare monthly invoices

MANHOUR ESTIMATE

PROJECT: Freedom Parkway Extention Phase II

PROJECT NO: 20-140

COMPUTATION BY: EST

Date: 2/26/2021

CHECKED BY: CCC

Date: 2/26/2021

<u>TASKS</u>	<u>HOURS</u>	<u>DOLLARS</u>
PHASE I ENGINEERING	3,629	\$ 374,968.17

Service By Others (Estimates)

Lighting	\$ 25,000.00
PSI - Kaskaskia	\$ 10,000.00
	<u>\$ 35,000.00</u>

Total Not To Exceed: \$409,968.17