



**CITY OF WASHINGTON, ILLINOIS**  
**City Council Consent Agenda Communication**

**Meeting Date:** December 19, 2022

**Prepared By:** Dennis Carr – City Engineer

**Agenda Item:** Nofsinger Realignment Engineering Agreement

**Explanation:** Terra Engineering was previously contracted to perform Phase 1 and Phase 2 engineering for the realignment of Nofsinger Road. The project was 60% completed in 2017, but was shelved until future funding was available. Since Terra did the original Phase 1 and Phase 2 plans, we began negotiations with them for a scope and hours to bring this project to letting.

After meeting with IDOT, the Local Roads Engineering informed the City that his staff would not be able to review the project to make a June 2023 letting and it would instead be done for the August 2023 letting. If IDOT oversight is not needed, the project can be moved forward quicker, but this will not be known until later in January.

**Fiscal Impact:** There is adequate budget for this \$143,225.50 due to other capital projects coming in under budget.

**Recommendation Summary:**

Staff recommends that the City Council approve the engineering services agreement with Terra Engineering LTD to finalize the Nofsinger Realignment Project for a not to exceed amount of \$143,225.50.

**Action Requested:** Approval

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

THIS AGREEMENT is made and entered into this 19th day of December, 2022 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 Nofsinger Road and US 24 Relocation

Route US 24 Length 0.85 Mi. 4500.00 FT (Structure No.                     )

Termini 750 ft along US Route 24 either side of Nofsinger Rd & 3000 ft along Nofsinger Rd from Santa Fe Rd to Dallas Rd

Description:

Provide PH II Engineering services for improvements associated with relocation & signalization of the intersection of Nofsinger Rd and US Rte 24 and the relocation of Nofsinger Rd between Santa Fe and Dallas..

#### 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, plans, plats 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 \$143,225.50 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 5 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 150.69 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 150.69 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.

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#### **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

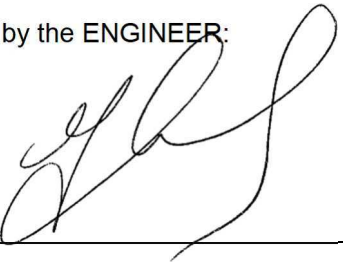

By \_\_\_\_\_  
\_\_\_\_\_  
Clerk By \_\_\_\_\_  
(Seal) Title \_\_\_\_\_

Executed by the ENGINEER:

TERRA Engineering, LTD

401 Main Street Suite 1560

Peoria, IL 61602

ATTEST:   
By \_\_\_\_\_  
Title Vice President By   
Title Associate Vice President

**ATTACHMENT A**  
**Nofsinger Road/US Route 24 Summary Scope of Services**

The City of Washington has received funds from the construction of the Nofsinger Road relocation project. The Phase I were completed in March 2017 and the Phase II plans were completed to the prefinal plan in 2018. The city is desirous to complete the Phase II plans and submit them for a State letting in summer 2023. This scope of work describes the items needed to update the Phase I and Phase II engineering to 2023.

Phase I Update

The following tasks will be required as updated supporting documentation for the existing (approved) Project Report:

- (a) Environmental Survey Request (ESR)
  - Based on the proposed alignment and proposed right-of-way, submit a request for an update to the ESR for environmental clearances: State PESA, wetlands, cultural (if required), natural resources review
  - Address any environmental concerns through the preliminary engineering phase
  - Should the results of the ESR indicate more than an update to the environmental documentation is required, additional services will be discussed and negotiated with the City of Washington.
- (b) Special Waste
  - Perform a Special Waste Assessment Screening
  - Should the results of the Screening indicate more than an update to the environmental documentation is required, additional services such as a PESA and PSI will be discussed and negotiated with the City of Washington.
- (c) Survey/Right-of-Way
  - Reestablish the Horizontal and Vertical Control
  - Perform a spot check of the Topographic Survey to verify elevations
  - Verify right-of-way needs as described in the approved Phase I Report
  - Review and complete Plats and Legals for the proposed right-of-way and submit to City for review and dedication/recording.
  - Stake the proposed Right-of Way
- (d) Work Zone Traffic Management Plan
  - Evaluate the existing TMP based on changes in traffic volumes. Revise the Traffic Management Plan for current traffic as needed and update analysis with current WorkZoneQ software
  - Update maintenance of traffic plans with current IDOT standards
  - Submit to IDOT for approval
- (e) Prepare an addendum to the Project Report based on Environmental and Traffic Management Plan findings, if the project updates require an addendum.

**ATTACHMENT A**  
**Nofsinger Road/US Route 24 Summary Scope of Services**

Phase II - Plans, Specifications and Estimates

- (a) Revise the follow sheets from the Prefinal Plans:
  - Cover Sheet
  - General Notes
  - Summary of Quantities
  - Typical Sections
  - Schedule of Quantities
  - Alignment, Ties & Benchmarks
  - Plan & Profile Sheets
  - Erosion and Sediment Control Plans
  - Miscellaneous Details
  - Grading & Drainage Plans
  - Pavement Markings & Signage Plans
  - Landscaping Plans
  - Traffic Signal and Lighting Plans
- (b) Revise the Pavement Design in accordance with the Bureau of Design and Environment manuals latest policies.
- (c) Revise the traffic signals design in accordance with current IDOT policies, standards, equipment and specifications.
- (d) Reanalyze the drainage system for concordance with the current City Ordinances.
- (e) Prepare Project Specifications in accordance with IDOT specifications and include the following:
  - Supplemental Specifications
  - Recurring Special Provisions
  - BDE Special Provisions
  - Contract Special Provisions
  - Project Specific Special Provisions
  - Highway Standards
- (f) Prepare Quantities and Estimates which will include the following:
  - Quantities
  - Estimate of Time
  - Estimate of Cost
- (g) Prepare a “sole source” letter for submittal to IDOT for any necessary proprietary items required to meet IDOT’s or the City’s policies.
- (h) Utility Coordination
  - Analyze potential conflicts between the proposed improvements and the existing utilities.
  - Coordinate utility relocations as necessary to facilitate construction of the proposed improvements.

## ESTIMATE OF COST

### EXHIBIT B

Project: Nofsinger Road and US 24 Relocation

Project No.: 22-353

Computation By: CLaster

Date: 12/8/2022

Checked By: CCoad

Date: 12/9/2022

| TASKS                            | HOURS | DOLLARS       |
|----------------------------------|-------|---------------|
| Survey                           | 108   | \$ 14,700.75  |
| Addendums to Project Dev. Report | 319   | \$ 50,373.00  |
| Roadway Plans                    | 543   | \$ 78,151.75  |
| TOTAL:                           | 970   | \$ 143,225.50 |





|   |                        |  |            |           |   |  |  |              |  |           |         |        |              |           |         |
|---|------------------------|--|------------|-----------|---|--|--|--------------|--|-----------|---------|--------|--------------|-----------|---------|
| <div><div>SEFILES</div><div><div>TERRA</div><div>ENGINEERING LTD.</div></div></div> | USER NAME = \$USER\$   |  | DESIGNED - | REVISED - | CITY OF WASHINGTON<br>NOFSINGER ROAD IMPROVEMENTS | NOFSINGER ROAD<br>2022 RECONSTRUCTION LIMITS |  |              |  | F.A. RTE. | SECTION | COUNTY | TOTAL SHEETS | SHEET NO. |         |
|   | PLOT SCALE = \$SCALE\$ |  | DRAWN -    | REVISED - |   |  |  | TAZEWELL     |  |           |         |        |              |           |         |
|   | PLOT DATE = \$DATE\$   |  | CHECKED -  | REVISED - |   |  |  | CONTRACT NO. |  |           |         |        |              |           |         |
|   |                        |  | DATE -     | REVISED - |   | SCALE:                                       |  |              |  |           | SHEET   | OF     | SHEETS       | STA.      | TO STA. |