



CITY OF WASHINGTON, ILLINOIS

City Council Consent Agenda Communication

Meeting Date: September 18, 2023

Prepared By: Dennis Carr – City Engineer

Agenda Item: Candlewood Bridge Repair Engineering Services Agreement

Explanation: Staff requested resumes and work experience from local Civil Engineering firms. We received a handful of packets, but CMT had the strongest proposal due to their work on another historical masonry arch bridge.

Staff has been working with CMT to build a scope and hours estimate to get a set of repair documents together for the Candlewood Bridge. The bridge repair documents will require IDOT review which always increases the cost of projects due to the coordination needed as well as the multiple submittals required.

The Candlewood Bridge is closed to traffic until IDOT approves of a repair. The repair needs to be certified by an Illinois Structural Engineer.

Fiscal Impact: With the decision yet to be made by the Park District on the Washington Park Berm Project, staff hasn't expended the funds that were budgeted for the Jackson Street Pedestrian Bridge. There is \$115,000 budgeted between the design and construction of the Jackson Street Pedestrian Bridge. This could be budgeted again in 2024 if the Park District doesn't approve of the berm project. There is also \$15,000 in Unanticipated Engineering that can be used as well as \$50,000 in stormwater engineering.

Funds 100 and 218

Recommendation Summary:

Staff recommends using the funds budgeted for the Jackson Street Pedestrian Bridge for the Candlewood Repair Engineering and rebudgeting for the Jackson Street Pedestrian Bridge in 2024.

Staff recommends approval of the Engineering Services Agreement with CMT to design the repairs for the Candlewood Bridge for \$145,000.

Action Requested: Approval of the Engineering Services Agreement with CMT for \$145,000.

2023 STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made between City of Washington, whose address is 301 Walnut Street, Washington, IL 61571, hereinafter called the **CLIENT** and Crawford, Murphy & Tilly, Inc., Consulting Engineers, 203 Harrison Street, Peoria, Illinois 61602, hereinafter called the **ENGINEER**.

WITNESSETH, that whereas the **CLIENT** desires the following described professional engineering and land surveying services:

Candlewood Drive masonry arch bridge repair in accordance with the Scope of Services described in Exhibit A. Attached to and incorporated with this Agreement is a Standard Schedule of Hourly Charges (Exhibit B).

NOW THEREFORE, the **ENGINEER** agrees to provide the above described services and the **CLIENT** agrees to compensate the **ENGINEER** for these services in the manner checked below:

- ☒ On a time and expense basis in accordance with the attached Schedule of Hourly Charges which is subject to change at the beginning of each calendar year. Reimbursable direct expenses will be invoiced at cost. Professional or Subconsultant services performed by another firm will be invoiced at cost plus ten percent.
- ☐ At the lump sum amount of \$ ____.

IT IS MUTUALLY AGREED THAT, payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**.

IT IS FURTHER MUTUALLY AGREED:

ENGINEER shall provide professional engineering services in general conformance with the Scope of Services (**Exhibit A**). The cost for professional engineering services shall not exceed **\$145,000.00** without additional authorization from the **CLIENT**.

The **CLIENT** and the **ENGINEER** each binds himself, his partners, successors, executors, administrators and assignees to each other party hereto in respect to all the covenants and agreements herein and, except as above, neither the **CLIENT** nor the **ENGINEER** shall assign, sublet or transfer any part of his interest in this **AGREEMENT** without the written consent of the other party hereto. This **AGREEMENT**, and its construction, validity and performance, shall be governed and construed in accordance with the laws of the State of Illinois. This **AGREEMENT** is subject to the General Conditions attached hereto.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this ____ day of ____, 2023.

CLIENT:

ENGINEER:

CRAWFORD, MURPHY & TILLY, INC.

(Client Name)

(Signature)

(Name and Title)

Date



(Signature)

Scott DeSplinter, Group Manager

(Name and Title)

September 14, 2023

Date

CMT Job No. _____

STANDARD GENERAL CONDITIONS
Crawford, Murphy & Tilly, Inc.

1. Standard of Care

In performing its professional services hereunder, the **ENGINEER** will use that degree of care and skill ordinarily exercised, under similar circumstances, by members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the **ENGINEER'S** undertaking herein or its performance of services hereunder.

2. Reuse of Document

All documents including Drawings and Specifications prepared by **ENGINEER** pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by **CLIENT** or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by **ENGINEER** for the specific purpose intended will be at **CLIENT'S** sole risk and without liability or legal exposure to **ENGINEER**; and **CLIENT** shall indemnify and hold harmless **ENGINEER** from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

3. Termination

This Agreement may be terminated by either party upon seven days prior written notice. In the event of termination, the **ENGINEER** shall be compensated by the client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place the **ENGINEER'S** files in order and/or to protect its professional reputation.

4. Parties to the Agreement

The services to be performed by the **ENGINEER** under this Agreement are intended solely for the benefit of the **CLIENT**. Nothing contained herein shall confer any rights upon or create any duties on the part of the **ENGINEER** toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

5. Construction and Safety

The **ENGINEER** shall not be responsible for the means, methods, procedures, techniques, or sequences of construction, nor for safety on the job site, nor shall the **ENGINEER** be responsible for the contractor's failure to carry out the work in accordance with the contract documents.

6. Payment

Payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**. If payment is to be on a lump sum basis, monthly payments will be based on the portion of total services completed during the month. Invoices, or any part thereof, which are not paid within 30 days after the date of issue shall bear interest at the rate of 1-1/2% for each month or fraction thereof from the date 30 days after issue to time of payment. **CLIENT** will pay on demand all collection costs, legal expenses and attorneys' fees incurred or paid by **ENGINEER** in collecting payment, including interest, for services rendered.

7. Indemnification for Release of Pollutants

If this project does not involve pollutants, this provision will not apply. This provision may not be deleted if the project involves pollutants.

If, due to the nature of the service covered under this Agreement including the potential for damages arising out of the release of pollutants, **CLIENT** agrees that in the event of one or more suits or judgments against **ENGINEER** in favor of any person or persons, or any entity, for death or bodily injury or loss of or damage to property or for any other claimed injury or damages arising from services performed by **ENGINEER**, **CLIENT** will indemnify and hold harmless **ENGINEER** from and against liability to **CLIENT** or to any other persons or entities irrespective of Engineer's compensation and without limitation. It is understood that the total aggregate liability of **ENGINEER** arising from services performed by **ENGINEER** shall in no event exceed \$50,000 or the total compensation received under this agreement whichever is greater, irrespective of the number of or amount of such claims, suits, or judgments.

8. Risk Allocation ☐ Check box if this does not apply

The total liability, in the aggregate, of the **ENGINEER** and **ENGINEER'S** officers, directors, employees, agents and consultants, and any of them, to **CLIENT** and anyone claiming by, through or under **CLIENT**, for any and all injuries, claims, losses, expenses or damages arising out of the **ENGINEER'S** services, the project or this agreement, including but not limited to the negligence, errors, omissions, strict liability or breach of contract of **ENGINEER** or **ENGINEER'S** officers, directors, employees, agents or consultants, or any of them, shall not exceed the total compensation received by **ENGINEER** under this agreement, or the total amount of \$50,000, whichever is greater.

9. Project Schedule and Scope

Based on the schedule objectives provided by **CLIENT**, **ENGINEER** will develop a schedule of important milestones as necessary for the project for **CLIENT'S** review and approval. **ENGINEER** will monitor performance of services for conformance with the schedule and will notify **CLIENT** of any necessary changes to or deviations from the schedule. Where required by approved project schedule, **ENGINEER** will present the required deliverables and complete the required tasks at the appropriate intervals for **CLIENT'S** review and approval prior to payment.

EXHIBIT A
City of Washington, Illinois
Candlewood Drive over Farm Creek
Bridge Repair Project

SCOPE OF SERVICES

The **Scope of Services** for the proposed project shall consist of providing Illinois Department of Transportation required Phase 1 Planning and Phase 2 Construction Plans and Documents for the repair of the existing Candlewood Drive over Farm Creek masonry arch bridge. A detailed breakdown of professional services to be provided and managed by CMT is as follows:

1. Project Management, Meetings and Coordination:

- Coordination with City of Washington team during site evaluation, Phase 1, and Phase 2 documentation.
- Meeting with City of Washington team to discuss recommendations and review comments.

2. Field Survey and Data Collection:

- Topographic survey of the bridge adjacent roadway.
- Hydraulic survey of Farm Creek upstream and downstream of Candlewood Dr.
- Collect existing roadway and structure plan information.
- In-depth bridge inspection.
- Geotechnical borings and structure foundation recommendations by sub consultant.

3. Phase 1 – Bridge Condition Report

- Report detailing the field evaluation and existing structural deficiencies.
- Summary of proposed repair scope of work recommendation and associated estimate of costs.
- Submission to IDOT for approval.

4. Phase 1 – Preliminary Bridge Design and Hydraulic Report

- Creating HEC-RAS models of Farm Creek through Candlewood Dr. bridge.
- Preparing IDOT Bureau of Local Roads form 10210 with required exhibits and hydraulic data.
- Preparing required report exhibits.
- Developing the waterway information table.
- Submission to IDOT for approval.

5. Phase 2 – Prefinal Plans, Specifications and Estimates

Produce construction contract documents to contain:

- Structural analysis and design for repairs.
- Roadway drainage mitigation.
- Structural repairs and creek slope stabilization
- Construction specification
- Estimates of probable construction cost and time.
- Submission to City and IDOT for review.

EXHIBIT A
City of Washington, Illinois
Candlewood Drive over Farm Creek
Bridge Repair Project

SCOPE OF SERVICES

6. Phase 2 – Final Plans, Specifications and Estimates

- Structural load rating submitted to IDOT
- Revise construction documents per City and IDOT comments
- Estimates of probable construction cost and time.
- Submission to City and IDOT.

PROPOSED PROJECT SCHEDULE AND FEE

The total proposed fee for the above-described scope of services is \$145,000.

CMT's services will be performed on a time and materials basis as outlined in the scope above, not to exceed the proposed amount shown with authorization from the City of Washington.

Additional Services not included in the Upper Limit of Compensation

- Bidding phase services
- Construction phase services
- Easement Documents

EXHIBIT B
CRAWFORD, MURPHY & TILLY, INC.
STANDARD SCHEDULE OF HOURLY CHARGES
JANUARY 1, 2023

Classification	Regular Rate
Principal	\$ 275
Project Engineer II Project Architect II Project Manager II Project Environmental Scientist II Project Structural Engineer II	\$ 265
Project Engineer I Project Architect I Project Manager I Project Environmental Scientist I Project Structural Engineer I	\$ 230
Sr. Structural Engineer II Sr. Architect II	\$ 215
Sr. Technician II	\$ 190
Aerial Mapping Specialist	\$ 185
Sr. Engineer I Sr. Architect I Sr. Structural Engineer I Land Surveyor	\$ 185
Technical Manager II Environmental Scientist III	\$ 170
Sr. Technician I	\$ 165
Sr. Planner I GIS Specialist Engineer I Architect I Structural Engineer I	\$ 165
Environmental Scientist II Technician II	\$ 140
Planner I Technical Manager I Environmental Scientist I Technician I Project Administrative Assistant	\$ 120
Administrative/Accounting Assistant	\$ 80

If the completion of services on the project assignment requires work to be performed on an overtime basis, labor charges above are subject to a 15% premium. These rates are subject to change upon reasonable and proper notice. In any event this schedule will be superseded by a new schedule effective January 1, 2024.

Out of pocket direct costs will be added at actual cost for blueprints, supplies, transportation and subsistence and other miscellaneous job-related expenses directly attributable to the performance of services. A usage charge may be made when specialized equipment is used directly on the project.

Subconsultant services furnished to CMT by another company will be invoiced at actual cost, plus ten percent.