



CITY OF WASHINGTON, ILLINOIS
City Council Consent Agenda Communication

Meeting Date: November 20, 2023

Prepared By: Dennis Carr – City Engineer

Agenda Item: WTP #1 Chlorination Improvement Project - Bidding & Construction Phase Engineering

Explanation: The City currently has an engineering services agreement with CMT to perform the design work for the WTP Chlorination Improvement Project. The design was the outcome of a water quality study that was also performed by CMT.

The current engineering services agreement does not include the bidding and construction assistance. The chlorination improvement project is a very specialized project and assistance would be extremely beneficial to the City if questions were to arise during bidding and construction.

The project is scheduled to go out for bid in early December with bids to be opened in January. A notice to proceed is expected in March with substantial completion by mid November.

Fiscal Impact: Staff budgeted \$25,000 in the current budget and would look to budget the remainder of the \$69,650.00 in next years budget to coincide with the construction phase.

Recommendation Summary: Staff recommends approval of the engineering services agreement with CMT to assist with the bidding and construction phases of the WTP Chlorination Improvement Project for a cost not to exceed \$69,650.00.

Action Requested: Approval

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, land surveying or architectural services:

Bidding and Construction Phase Services for the Water Treatment Plant #1 Chlorination Improvement Project 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 (Exhibit B) 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 **\$69,650.00** without additional authorization from the **CLIENT**.

Bidding and Construction Phase Engineering Services are anticipated to require a period of 9 months to complete.

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:

(Client Name)

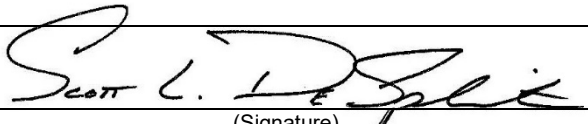
(Signature)

(Name and Title)

Date

ENGINEER:

CRAWFORD, MURPHY & TILLY, INC.


(Signature)

Scott DeSplinter, PE,
Peoria/Moline Office Water Group Manager

(Name and Title)

10/2/2023

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
Water Treatment Plant #1
Chlorination Improvement Project

BIDDING AND CONSTRUCTION ENGINEERING SERVICES

SCOPE OF SERVICES

The Bidding and Construction Engineering Services include items as shown in the anticipated scope of work presented below. Note that these services consist of three parts –Bidding Phase Services, Construction Administration (Office and On-Site activities by office personnel) and On-Site Observation (Resident Engineering). The Construction Engineering Services have been estimated based upon a construction contract time of 60 days (onsite) after the equipment and materials have been received onsite.

BIDDING PHASE

1. **Distribute Contract Documents.** Send plans and specifications to vendors, contractors and plan houses.
2. **Maintain Inventory of Plan Holders.** Develop and maintain planholders list as required to distribute addenda when necessary and to provide planholders list for distribution to plan houses, vendors and contractors.
3. **Pre-Bid Meeting.** Prepare meeting agenda. Attend/conduct pre-bid meeting and prepare and distribute meeting minutes.
4. **Issue Addenda.** Prepare and issue addenda as required for clarification of the contract documents.
5. **Respond to Questions.** Respond to contractor and vendor questions as required for clarification or bidding requirements.
6. **Attend Bid Opening.** Attend bid opening and assist with the opening of the contractors' proposals and recording of contractor information.
7. **Prepare Bid Tabulation.** Tabulate bids and prepare and distribute bid tabulation.
8. **Evaluate bids and make recommendation.** Evaluate contractor proposals for compliance with bidding documents and make a recommendation to owner for award of construction contract.
9. **Prepare Owner/Contractor Agreement.** Prepare agreement between owner and contractor (construction agreement). Prepare Notice of Award and Notice to Proceed.

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BIDDING AND CONSTRUCTION ENGINEERING SERVICES

SCOPE OF SERVICES

CONSTRUCTION ADMINISTRATION (OFFICE)

1. Shop Drawing Review

Shop drawings will be submitted for review within the disciplines of the work, including equipment, structural materials, electrical components, etc.

2. Review of Contractor Payment Requests

CMT will review the contractor's monthly pay requests for comparison with the schedule of values and the actual work completed in order to verify the amount requested.

3. Responding to Requests for Information and Changes During Construction (Change Orders, Field Orders)

This item includes design interpretation, addressing contractor questions in the field, preparing change or field orders to address changes in the work, etc. The effort associated with this item is dependent upon many factors, including items that may arise during construction that could not have been known during design. CMT has budgeted time to address such items based upon past experience on related or similar projects.

4. Project Correspondence

CMT will maintain correspondence during construction with the contractor, subcontractors, material and equipment suppliers, and the city staff.

5. Review Final Payment Package and Lien Waivers

CMT will review the final payment application and corresponding documents (lien waivers, certifications, warranties, etc.) from the contractor, including items from subcontractors and suppliers prior to issuance of final payment.

6. Process Payment Requests

CMT will process contractor payment requests. This item includes monthly payment requests, final payment package, and change orders.

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BIDDING AND CONSTRUCTION ENGINEERING SERVICES

SCOPE OF SERVICES

7. Project Record Documents

CMT will obtain the marked up contract drawings (note: marking up the drawings to reflect actual construction is the responsibility of the contractor) and transfer the information to the original CAD files to create a set of As-Built Drawings for OSF.

CONSTRUCTION OBSERVATION (ON-SITE)

1. Pre-Construction Meeting

CMT will conduct a pre-construction meeting with the contractor and subcontractors following the award of the contract and prepare minutes.

2. Part-Time On-Site Observation

CMT will provide limited on-site observation of the work in conjunction with major work activities such as equipment deliveries, concrete placement, etc; and other times when detailed inspection of the work is needed. CMT's on-site services may be performed at various times by the project designers (various disciplines), the project manager, or a qualified technician. On-site observation was based upon approximately 2 hours per day for a 2-month construction schedule.

3. Attend/Conduct Contractor Payment/Progress Meetings

CMT will be on-site monthly to review work progress as compared with payment requested by the contractor. A walk-through inspection and meeting will be held to discuss the progress of the work, the payment application, critical path items, schedule adherence, coordination issues, maintaining the existing pump station in service, and other items related to the project. CMT will prepare and distribute minutes of the meetings.

4. Attend Equipment Start-up Activities

CMT will attend equipment start-up activities. Start-up and certification of equipment is the responsibility of the equipment manufacturer. Training of plant personnel shall also be conducted by the manufacturer.

5. Prepare Substantial Completion Punch List

Engineers from major disciplines (Civil and Electrical) will visit the site once substantial completion is reached to prepare a punch list.

EXHIBIT A
City of Washington, Illinois
Water Treatment Plant #1
Chlorination Improvement Project

BIDDING AND CONSTRUCTION ENGINEERING SERVICES

SCOPE OF SERVICES

6. Conduct Project Close-Out Final Inspection

CMT will visit the site to confirm completion of the punch list items and the fulfillment of the contract requirements.

Assumptions:

- 2 month construction schedule
- No construction staking/surveying will be required.

END OF DOCUMENT.

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.