



DEPARTMENT OF PUBLIC WORKS
 3505 N. DRIES LANE
 PEORIA IL 61604-1210
 (309) 494-8800

CONSULTANT: Hanson
 WO NO.: 16-11 Hanson
 PROJECT: Sheridan Rd PH2
 MASTER AGREEMENT DATE: 04-12-2016

**ENGINEERING WORK ORDER
 ASSIGNMENT AGREEMENT**

MASTER AGREEMENT APPROVAL DATE: 04-12-2016	WORK ORDER NO.: 16-11 Hanson
DATE OF ASSIGNMENT: 04-12-2016	
CONSULTANT: Hanson Professional Services, Inc.	CITY PROJECT NO. M12358
Consultant's Job No.: 11L0203F	

PROJECT NAME AND LOCATION:
Sheridan Road Phase 2 (Eleanor to Richmond) additional design engineering and Land Acquisition Services

DESCRIPTION OF WORK INVOLVED:
 See attached.

ESTIMATED START DATE: 12-13-17	ESTIMATED COMPLETION DATE: 12-31-18
--------------------------------	-------------------------------------

NOT TO EXCEED TOTAL COST OF THIS WORK ORDER =	\$125,000
---	-----------

SUBMITTED: <u>Hanson Professional Services Inc.</u>	
CONSULTANT	
<u><i>Lucinda Fox</i></u> Vice President	<u>03/30/2018</u>
Consultant's Signature and Title	DATE
AUTHORIZED: <u><i>Bill Cr</i></u>	<u><i>Ally</i></u>
CITY OF PEORIA, CITY ENGINEER	DATE

See attached Master Service Agreement Work Order Budget Summary

Hanson Master Service Agreement Work Order Budget Summary

Date approved by Council: 4/12/2016
 Original Contract Amount (not to exceed): \$1,500,000

WO#	Date	Description	Initial Estimate	Final Cost	Status	City PM
16-01	10/4/16	Sheridan Bridge	\$50,000	\$44,870.34	Complete	AMK
16-02	10/4/16	Sheridan Road – South	\$375,000		In Progress	AMK
16-03	11/9/16	Sheridan Road – North	\$37,000	\$7,437.48	Complete	AMK
16-04	12/22/16	Northmoor Road	\$120,000	\$120,000	In Construction	JG
16-05	03/20/17	Northmoor Road	\$30,000	\$30,000	In Construction	JG
16-06	06/28/17	Northmoor Road	\$30,000		In Construction	JG
16-07	08/31/17	Northmoor Road	\$5,000		In Construction	JG
16-08	09/19/17	Northmoor Road	\$20,000		In Construction	JG
16-09	11/2/17	MacArthur Bridge Land Act	\$4,200	\$4,200	Complete	SL
16-09A	02/14/18	MacArthur Bridge Land Act	\$1,200	\$1,200	Complete	SL
16-10	2/5/18	University Street Land Act	\$12,000		In Progress	AMK
16-11	3/30/18	Sheridan Road – South	\$125,000		In Progress	AMK

Total Cost of Work Orders: \$809,400
 Remaining Contract Amount: \$690,600

Municipality City of Peoria	L O C A L A G E N C Y	Preliminary Engineering Services Agreement For Motor Fuel Tax Funds Work Order 16-11	C O N S U L T A N T	Name Hanson Professional Services
Township Peoria				Address 7625 N. University St., Suite 200
County Peoria				City Peoria
Section 16-00372-00-EG				State IL

THIS AGREEMENT is made and entered into this 4th day of April, 2018 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name Sheridan Road

Route FAU 6595 Length 0.26 Mi. 1,370 FT (Structure No. _____)

Termini Richmond Ave. to Eleanor Place

Description:

Full-depth pavement removal/replacement; curb, sidewalk, and retaining wall reconstruction; roadway width changing from ex. 4-lanes to proposed 3-lanes for length of project. Two intersections to be reconstructed.

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, and checked below:
 - 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.

Note: Four copies to be submitted to the Regional Engineer

- 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.
 - l. See Exhibit A.
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 **on a time and expense basis. The upper limit of compensation for these services shall not exceed \$125,000 for this supplement, \$500,000 for the project, without authorization from the LA. The attached Cost Estimate of Consultant Services (Exhibit B) provides an estimate of the work tasks and the fee calculation based on the attached Scope of Services (Exhibit A). This estimate of work and effort is the basis of the upper limit of compensation.** ~~as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:~~

- ~~a. A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.~~
- ~~b. A sum of money equal to _____ percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:~~

~~Schedule for Percentages Based on Awarded Contract Cost~~

Awarded Cost		Percentage Fees	
Under	\$50,000	_____	(see note)
		_____	%
		_____	%
		_____	%
		_____	%
		_____	%

~~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 subcontract 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.~~

2. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made **without retainage upon receipt of monthly invoices from the ENGINEER. Such invoices shall be for partially completed work less all previous partial payments paid to the ENGINEER. Payments shall be made as soon as practicable after receipt of each invoice.** ~~the services have been performed in accordance with the following schedule:~~

~~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.~~

3. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus _____ percent the time and expense incurred up to the time the ENGINEER is notified in writing of such abandonment. ~~"actual cost" being defined as in paragraph 2 of THE LA AGREES.~~

4. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on a **time and expense basis as calculated in Exhibit B.** ~~the basis of actual cost plus _____ 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.~~
1. 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.~~
2. 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.
3. That this Work Order (WO 16-11) is subject to all terms and conditions of the Standard Agreement for Professional Services between the CITY and ENGINEER dated April 12, 2016.

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 Peoria of the
(Municipality/Township/County)

State of Illinois, acting by and through its

City Council

ATTEST:

By Ben Ball
City Clerk
(Seal)

By [Signature]
Title Reviewed and Approved

REVIEWED AND APPROVED:

Donald B Leist
Corporation Counsel

[Signature]
Interim Public Works Director

Executed by the ENGINEER:

Hanson Professional Services Inc.

7625 N. University St., Suite 200

Peoria, IL 61614

ATTEST:

By [Signature]
Title Associate

By [Signature]
Title Vice President

Approved

Date
Department of Transportation

Regional Engineer

WORK ORDER NO.: 16-11 Hanson
EXHIBIT A: SCOPE OF SERVICES
SHERIDAN ROAD: RICHMOND AVE. TO ELEANOR PLACE
SECTION NO. 16-00372-00-EG
Supplement No. 1

Hanson Professional Services Inc. shall prepare project development studies and design plans, specifications and estimates for an improvement of Sheridan Road from Eleanor Pl. to Richmond Ave., in the City of Peoria for the City of Peoria (CITY). The proposed improvements include sidewalks, curbs, gutters, roadway profile and alignment adjustment, on-street bike lanes, on-street parking areas, and storm sewers.

The Project shall be designed in accordance with Motor Fuel Tax (MFT) standards and Specifications of the Illinois Department of Transportation, except as may be modified or approved by the City of Peoria Public Works Department.

Plans will be prepared in English units (feet) using Microstation software in accordance with CAD conventions of the Illinois Department of Transportation (IDOT) in IL State Plane Coordinates (East Zone).

SERVICES: The Additional Scope of Services will be limited to the following:

- A. ROW documents
 - 1. Coordination with Quigg
 - 2. Legal description preparation for forty-six (46) parcels. (Quigg Engineering)
 - 3. Obtain updated title commitments/last deed of record for all Temporary easement and ROW parcels. (Quigg Engineering)
 - 4. Prepare documents and coordinate with the City to vacate part of the Gale Avenue ROW to the adjacent property owner.

- B. Land Acquisition Services for forty-six (46) parcels
 - 1. Prepare Market Study and review waiver valuations signed by the City.
 - 2. Waiver Valuations: Prepare waiver valuation forms to be signed by the City for proposed temporary easements.
 - 3. Negotiation Services:
 - i. Services will include the preparation of offer documents and conveyance documents appropriate for the nature of property ownership. This effort will include an attempt to present the offer package in person to the property owner, if the property owner or their representatives is located near the project site, and a minimum of three personal contacts per parcel, if required, to reach a negotiated settlement.
 - ii. In the event that settlement is reached, Hanson's negotiation efforts will be considered complete when the conveyance documents are delivered to the Client for approval and recording. In the event that settlement is not reached, Consultant's negotiation effort will be considered complete when each parcel is referred to the Client for condemnation after attempts to negotiate the acquisition have failed and 120 days for the offer date have expired.

- iii. Hanson will initiate negotiations upon the Client's certification of the parcels' waiver valuations.

C. Roadway Geometric Design / Plan Preparation

1. Revise driveways and sidewalk ramps per direction of the City and North Section construction.
2. Revisions to sidewalk and driveways adjacent to development at the corner of Sheridan and Nebraska (Plasma Center).
3. Revisions to plans to match adjacent construction north and south of the project limits.
4. Revise retaining walls on west side of Sheridan south of Nebraska to reduce impact to adjacent properties. Revise construction/easement limits.
5. Update plan sheets for revisions.
 - i. Right-of-Way Plans
 - ii. Removals/Relocation Plan
 - iii. Plan/Profile Sheets
 - iv. Intersection Details
 - v. Sidewalk ramp Details
 - vi. Driveway Details
 - vii. Cross Sections
6. Update quantities.
7. Update schedules and SOQ
8. Additional meetings with City to discuss MOT, revisions based on previous construction

WORK ORDER NO.: 16-11 Hanson
EXHIBIT B
COST ESTIMATE OF CONSULTANT SERVICES
SHERIDAN ROAD: RICHMOND AVE. TO ELEANOR PLACE
SECTION NO. 16-00372-00-EG
Supplement

Charges for additional professional services performed by our firm for additional services, excluding land acquisition services, listed in the Scope of Services will be made on a time and materials basis according to the hourly rate schedules in the master agreement. Land acquisition services shall be paid on a lump sum per parcel basis. The additional compensation for these services shall not exceed \$125,000 without authorization from the LA. Total compensation for the project shall not exceed \$500,000 without authorization from the LA. Billings will be issued at least monthly, and will be based upon total services completed and expenses incurred at the time of billing.

Task	Hours	Rate	Expenses	Fee
ROW documents	33	\$161.51	\$5,835	\$11,165
Design/Plan Revisions	122	\$141.06	\$26	\$17,235
Land Acquisition	46 parcels @ \$2,100/parcel			\$96,600
Total Fee				\$125,000

Enter your data in light green cells

Role: Cindy Steve Rhonda Doug Bryce

Task #	Task Description	Labor	Expenses	Total	% of Total	Other Direct Costs			Cadd	Printing	Postage	Travel	Other	Ave Hourly Rate	Hours	Total Hours	EAS									
						IV	V	VI									AS	VI	AS	VI	AS	VI	AS	VI	AS	VI
Totals		\$ 118,851	\$ 6,149	\$ 125,000	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 128.91	922	54	70	292	162	269	65	10				
		\$ 96,312	\$ 288	\$ 96,600	77%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125.57	767	28	48	292	120	269	-	10				
1	Land Acquisition																									
2	Market Study/Waiver Valuation (46 parcels) (\$600)			27,600										\$ 129.49	213	4	24	16	120	49						
3	Negotiations (46 parcels) (\$1500)			69,000										\$ 124.06	554	24	24	276	220							
4																										
5																										
6																										
7	Design/Plan Revisions			17,235	14%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 141.06	122	18	10	-	42	-	52	-	-	-		
8	update plans for retaining wall changes			6,874										\$ 149.43	46	12	2	-	16	-	16	-	-	-		
9	update plans for driveway/sidewalk revisions			5,434										\$ 135.84	40	8	8	-	16	-	16	-	-	-		
10	Revise Quantities			1,727										\$ 123.34	14				6		8					
11	Update schedules, SOQ			998										\$ 124.80	8				4		4					
12	Additional meetings with City			2,203										\$ 155.49	14	6			4		8					
13																										
14																										
15	ROW Documents			11,165	9%									\$ 161.51	33	8	12	-	-	-	13	-	-	-		
16	Vacate part of Gale Ave ROW			3,232										\$ 159.84	20	4	8	-	-	-	8	-	-	-		
17	Legal descriptions for 46 parcels			6,755										\$ 190.92	5	4					1					
18	Coordination with Quigg			1,178										\$ 147.30	8	4	4				4					
19																										

Sheridan Road (County Highway 36)

City of Peoria, Illinois
Additional work



	\$ 130.47	\$ 142.44	\$ 111.64	\$ 78.04	\$ 62.21	\$ 140.00
	Eng IV	PLS	TV	T-III	T II	Adm

Review Updated title commitments 5

Prepare legal descriptions 24

QA/QC 4

Administration/Management 2 1

Totals 0 35 0 0 0 1

	\$ -	\$ 4,985.40	\$ -	\$ -	\$ -	\$ 140.00
--	------	-------------	------	------	------	-----------

Obtain updated Title commitments for 7 parcels parcels. 9 \$ 75.00 each \$ 675.00

Total hours	36
Total Cost	\$ 5,800.40