

Municipality City of Peoria	L O C A L A G E N C Y	SUPPLEMENTAL #1 Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name Hermann & Associates, LLC
Township Peoria				Address 4603 N. Galena Road
County Peoria				City Peoria Heights.
Section 17-00371-00-PV				State Illinois

THIS AGREEMENT is made and entered into this 9th day of January, 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 North University Street

Route FAU 6593 Length 0.98 Mi. 5200.00 FT (Structure No.)

Termini Pioneer Parkway to Townline Road

Description:
Total reconstruction of the roadway with a 3 lane urban typical section with curb & gutter, sidewalk, multi-use path, driveways, storm sewer drainage system, and associated improvements.

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. **The preliminary environmental site assessment (PESA) performed identified 20 potentially impacted properties that require further investigation. Thus, this supplement is to perform a preliminary site investigation (PSI) of the impacted properties. Huff & Huff conducted the PESA and will be sub-consulted to perform the PSI. See attached scope of work on proposal provided by Huff & Huff. Work will start within 3 days of the notice to proceed (NTP) and will take 8 weeks to complete from NTP.**

- (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 **on a time and expense basis in accordance with the attached rate schedules. The upper limit of compensation for these services shall not exceed \$33,100 without authorization from the LA. The original agreement amount was \$487,500. The total value of the original agreement and supplement is \$520,600. The attached Huff & Huff proposal provides an estimate of the work tasks and fee associated with the Preliminary Site Investigation.** 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 the 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 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.

2. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after **receipt of monthly invoices from the ENGINEER. Such invoices shall be for partially completed work less all previous partial payments paid to the ENGINEER.** ~~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 1l and prior to the completion of such services, the LA shall reimburse the **ENGINEER for the _____ percent the time and expense 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.~~

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 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 on a time and expense basis as calculated in the attached Huff & Huff Proposal.** 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 Peoria of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By Beth Ball

City Council

City Clerk

By [Signature]

Title City Manager

(Seal)

Executed by the ENGINEER:

Hermann & Associates, LLC

4603 North Galena Road

ATTEST:

Peoria Height, IL 61616

By [Signature]

By [Signature]

Title PROJECT MANAGER

Title Principal

Executed by the ENGINEER:

ATTEST:

By _____

By _____

Title _____

Title _____

Approved

020518
Date

Department of Transportation

[Signature]
Regional Engineer



A Subsidiary of GZA

GEOTECHNICAL

ENVIRONMENTAL

ECOLOGICAL

WATER

CONSTRUCTION
MANAGEMENT

915 Harger Road
Suite 330
Oak Brook, IL 60523
T: 630.684.9100
F: 630.684.9120
www.huffnhuff.com
www.gza.com



EXHIBIT A

December 13, 2017

Jeffrey L. Hermann, P.E.
Senior Project Engineer
Hermann & Associates, LLC
4603 North Galena Road
Peoria Heights, Illinois 61616

via email: jhermann@hermannassoc.com

**Re: Environmental Services – PSI
Proposed North University Street Improvements
City of Peoria, Peoria County, Illinois
Proposal No.: 81.PT000160.18**

Dear Mr. Hermann:

Huff & Huff, Inc., a subsidiary of GZA GeoEnvironmental, Inc. (H&H) is pleased to submit this proposal to Hermann & Associates, LLC (Client) to perform a Preliminary Site Investigation (PSI) for the proposed improvements along North University Street in the City of Peoria, Peoria County, Illinois. In addition, the proposal also includes scope to include assessment and LPC-663 Form documentation for consideration of final disposition of spoils at a clean construction and demolition debris (CCDD) or uncontaminated soil fill operation (USFO) facility. This proposal presents our project approach, the scope of services, cost, and schedule for completing the project.

1. INTRODUCTION

This Scope-of-Services pertains to the conducting a PSI along North University Street from Pioneer Parkway to Townline Road. A Preliminary Environmental Site Assessment (PESA) was previously conducted for this project and identified 20 potentially impacted properties (PIPs) along the Project Corridor. The PSI will investigate the project area in relation to the identified PIPs.

2. SCOPE OF SERVICES

Task 1 –Preliminary Site Investigation (PSI) Work Plan Preparation

A work plan will be prepared and submitted to IDOT for approval prior to initiating sampling. This work plan will be prepared in accordance to IDOT's Bureau of Local Roads and Street Manual Chapter 20-12.05(a) and will provide a site background, the scope of work proposed, health and safety; general sampling approach; soil sampling methodology; groundwater sampling methodology sample handling, decontamination, & investigation-derived waste procedures, analytical methodology and procedures; geotechnical and analytical contractors; and the project schedule, organization, and cost estimate.



Task 2 –Preliminary Site Investigation (PSI) and CCDD Documentation

Once the workplan has been approved by IDOT, the PSI will be conducted to investigate the PIPs identified in the previously completed PESA. The PSI will contain three primary components.

A. Soil Borings and Sampling

It is anticipated that up to 34 soil borings will be conducted along the North University Street to investigate the 20 identified sites. Borings will be conducted along the shoulders of University Street. It is estimated that this will require two days of field work to complete the borings. A driller subcontractor and traffic control services will be utilized to assist in sample collection.

B. Analytical

Laboratory analysis of soil samples shall be consistent with constituents of concern (COCs) as determined from the PESA. These will include:

- Volatile Organic Compounds (VOCs, up to 20 samples);
- Benzene, Toluene, Ethylbenzene, Xylenes, and Methyl Tertiary Butyl Ether (BTEX+MTBE, up to 10 samples);
- Semi- Volatile Organic Compounds (SVOCs, up to 21 samples);
- Polynuclear Aromatics (PNAs, up to 13 samples);
- Select metals (up to 24 samples);
- Total RCRA Metals (up to 15 samples);
- RCRA Metals via TCLP or SPLP Method (up to 6 samples);
- Pesticides (up to 4 samples);
- Herbicides (up to 4 samples); and
- Polychlorinated biphenyls (PCBs, up to 2 samples).

In addition, soil pH will be checked in the field using a Hanna digital meter with select confirmation samples submitted for laboratory analysis (up to 10 samples).

C. PSI Report Preparation

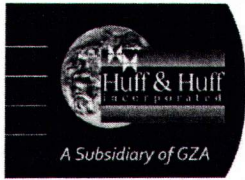
A report summarizing the results of the soil sample collection activities and analytical results will be prepared. This document will present information pertinent for the bidding documents regarding conditions of soils tested, handling and final disposition considerations.

Any locations that do not achieve the MACs (including soil pH range) will be identified as exclusion zones, not acceptable for CCDD facility disposal.

D. CCDD (LPC-Form) Documentation

The soil sample results will be compared to the Maximum Allowable Concentrations (MACs) associated with CCDD facility acceptance, including the soil pH range of 6.25 to 9.0. If results achieve the MAC values, H&H will prepare the LPC-663 document that will be signed/stamped by the H&H. This proposal assumes the potential for requiring a separate form for each area to account for this currently unknown situation.

Any locations that do not achieve the MACs (including soil pH range) will be identified as exclusion zones, not acceptable for CCDD facility disposal.



E. Other Considerations

The Pioneer Industrial Railway (owned by the Pioneer Railcorp) runs through the corridor. Since this work is within the existing railroad ROW, railroad protective liability insurance and right-of-entry access must be procured prior to commencing with borings. To conduct sampling within the railroad right of way, we have estimated the additional costs of \$1,500 dollars for a permit and \$1000 for railroad protective liability insurance. Based on our understanding of the traffic on the rail line, we have NOT included the cost for use of a flagger during sampling. If flagger services are required as part of the permit process, a supplement will be provided requesting the additional costs. Depending on the quantity of excavation area, it may be beneficial to “risk manage” this portion of the project and plan for landfill disposal instead of conducting sampling in this area.

The City of Peoria requires permits to conduct work within its right-of-way. It is assumed that we will be able to receive the proper permits without paying a fee. If there are additional permit costs, those will be added to the final estimate for the project.

Task 3 – Project Management

Time under this task includes project administration and management activities that include cost and schedule tracking, coordination with Client on authorized activities, memo production and other in-house management activities, and project closeout.

Task 4 – QA/QC

Time will be allotted to conduct QA/QC reviews of the deliverables related to the report task.

3. PROJECT COSTS AND SCHEDULE

The estimated manhours and project costs are tabulated in the attached tables. H&H will begin within 3 days of the notice to proceed (NTP) from Client and currently estimates completion of the project within 8 weeks of the NTP, based on the following assumptions below. We have already begun the railroad protective liability insurance coordination and will soon begin the right-of-entry process. Upon successful coordination with the railroad, H&H will proceed with the utility locate process within the intention of conducting the soil sampling within 1-week of authorization. The timeframe for obtaining the right-of-entry approval is currently unknown. However, once the right-of-entry is approved, Consultant expects to complete the field work and reporting within 3 weeks.

4. TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

CONDITIONS OF ENGAGEMENT

The conditions of engagement are attached, based on a standard IDOT Subconsultant Agreement.



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 Hermann & Associates, Inc.
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Huff & Huff, Inc.
2017 Fee Schedule

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This statement is being furnished to you in the interest of enhancing your understanding of our billing policies and procedures. Each employee is assigned an hourly rate and records his or her time for each project. Each invoice identifies each person that charged time to the project, hours spent and total cost for each individual. All time spent traveling on client business is included in the time charged to a project.

The Project Manager responsible for preparation of your statement reviews the time records before rendering a bill for adjustments in the statement where appropriate in the judgment of the Project Manager. For example: time may be adjusted downward for duplication of effort, for training time beyond the normal adjustments for technical experience already factored into our hourly rates, or in other situations where it would not be fair to charge you for the full time spent on your project.

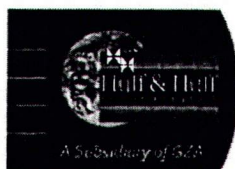
Listed below is our 2017 Fee Schedule. These rates are adjusted annually, effective March 1 of each year, to reflect changes in salaries, overhead, and the experience of individuals. Overtime is charged at the same hourly rates listed below.

<u>Professional Services</u>		<u>\$/Hour</u>
Principals		\$142.00 – \$225.00
Senior Staff (Engineers/Scientist)		\$108.00 – \$195.00
Project Engineers/Scientist		\$75.00 – \$127.00
Designer/Senior CAD		\$96.00 – \$135.00
Technicians/CAD		\$70.00 – \$99.00
Clerical		\$68.00 – \$117.00
<u>Travel</u>		
Corporate vehicles		\$0.535/mile
Personal vehicles		\$0.535/mile
All other travel	Cost	
<u>Reproduction</u>		
In-house	Black & White	\$0.11/copy
	Color-8-1/2" x 11"	\$0.50/copy
	Color-11" x 17"	\$1.00/copy
	Plotter-24" x 36"	\$9.00/copy
	Binding accessories	Cost
Outside		Cost + 10%

Huff & Huff, Inc.
Proposal
12/13/2017

Prepared for: **Hermann & Associates**
 Project: **North University St PSI**

	Task	Hours	Labor	Reimbursables	Total
1	PSI Workplan	11.50	1,232.50	32.10	1,264.60
2	PSI/CCDD	55.50	5,889.00	24,359.40	30,248.40
3	Project Management	6.00	693.00	-	693.00
4	QA/QC	7.00	894.00	-	894.00
Grand Total		80.00	\$ 8,708.50	\$ 24,391.50	\$ 33,100.00



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Huff & Huff, Inc.
2017 Fee Schedule

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<u>Field Work</u>	\$30.00/day/person
(Includes minor supplies, equipment, work clothes, cleaning, etc.)	
Includes company Cellular phone use – field work & travel days	
Bailers	Regular
	Hydra-Sleeve, 1.6"
	Hydra-Sleeve, 2.0"
5035 Method Sets	
	\$10.50/each
	\$19.00/each
	\$28.00/each
	\$13.20/set
 <u>Analytical</u>	 Cost + 10%
 <u>Outside Services</u>	
Subcontractors	Cost + 10%
Supplies (Significant)	Cost + 10%
Postage	Cost + 10%
 <u>Equipment Rental</u>	
In-house: PID Meter	\$100/day or \$300/week
pH Meter	\$10/day or \$25/week
Jerome Meter	\$100/day or \$300/week
Noise Meter	\$150/day or \$400/week
D.O. Meter	\$25/day or \$75/week
G.P.S. Unit	\$100/day or \$300/week
Water Depth Measurer - Deep	\$200/day or \$600/week
Misc. Measuring Equipment	\$30/day or \$90/week
Peristaltic Pump	\$50/day or \$150/week
Infiltration Rings	\$50/day or \$150/week
Boat Rental	\$75/day or \$225/week
Transducer	\$175/use/Each
Pump Test	\$500/use
Fish Shocker	\$200/day
SCUBA Equipment	\$100/day
SOD Chambers	\$200/day
Time Lapse Camera	\$10/day or \$25/week