



Illinois Department of Transportation

Office of Highways Project Implementation / Region 3 / District 4
401 Main Street / Peoria, Illinois 61602-1111

September 26, 2017

Mr. Scott Reeise, Director of Public Works
City of Peoria
3505 North Dries Lane
Peoria, Illinois 61604

Motor Fuel Tax (MFT) Funds
City of Peoria
Section: 16-00368-00-EG
Western Avenue (Adams Street to W. Howett Street)
Preliminary Engineering Services Agreement – Supplement #1

Dear Mr. Reeise:

The *Preliminary Engineering Services Agreement For Motor Fuel Tax Funds* agreement dated July 25, 2017 between the City of Peoria and Terra Engineering, Ltd. for engineering services to be performed in connection with this section is approved.

The costs for engineering services are permitted for MFT funds and will be authorized based on your *Agreement of Understanding*. An authorization to expend \$1,214,621.18 of Motor Fuel Tax (MFT) funds should appear on the city's next MFT transaction detail. A balance of \$1,110.03 remains from the total appropriation for this section.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kensil A. Garnett'.

Kensil A. Garnett, P.E.
Region Three Engineer

SJA/bkf

s:\gen\winword\blrs\staff\alwan\transmittal letters\agreements\transltr peoriacity_western_16-00368-00-eg_pe suppl
1.docx

cc: Ms. Beth Ball, City Clerk
Eric Therkildsen, Terra Engineering Ltd.
Central Bureau of Local Roads and Streets (letter only)
District Four Compliance Review Officer
File

Municipality City of Peoria	L O C A L A G E N C Y	Preliminary Engineering Services Agreement For Motor Fuel Tax Funds Supplement No. 1	C O N S U L T A N T	Name TERRA Engineering, Ltd
Township				Address 401 Main Street, Suite 1130
County Peoria County				City Peoria
Section 16-00368-00-EG				State Illinois

THIS AGREEMENT is made and entered into this 25th day of July, 2017 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 Western Avenue

Route _____ Length 0.91 Mi. 4800.00 FT (Structure No. _____)

Termini The intersection Howatt Avenue on the north end to the intersection of Adams Street on the south end.

Description:

Reconstruction of Western Avenue including a road-diet from existing 4-lanes to a 3-lane cross section including bike accommodations, green infrastructure and improved pedestrian accommodations all within the existing 66-foot wide right-of-way.

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 Attachment 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 \$1,214,621.18 without authorization from the LA. The attached Cost Estimate of Consultant Services (Attachment B) provides an estimate of the work tasks and the fee calculation based on the attached Scope of Services (Attachment A). This estimate of work and effort is the basis of the upper limit of compensation.

- 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 2.80 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 **receipt of monthly invoices from the ENGINEER. Such invoices shall be for partially completed work less all previous partial payments paid to 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 paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs incurred plus a **2.80 multiplier** 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 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 a **2.80 multiplier** 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” 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.~~
3. 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 Clerk

By [Signature]
Title Mayor

(Seal)

REVIEWED AND APPROVED:
By: [Signature]
CORPORATION COUNSEL

Executed by the ENGINEER:

TERRA Engineering, Ltd

401 Main Street, Suite 1130

Peoria, IL 61602

ATTEST:

By [Signature]
Title Vice President

By [Signature]
Title Associate Vice President

Approved
092617
Date
Department of Transportation
[Signature]
Regional Engineer

WO #17-05

Attachment A – Scope of Services

Western Avenue, from Adams Street to W. Howett Street

Project Description

The City of Peoria desires to reconstruct Western Avenue, from Adams Street to W. Howett Street. Local and/or state MFT funds will be used for design and construction, and the target letting date is Summer or Fall 2018.

The proposed improvements will include converting an existing four-lane roadway section to a three-lane section, with bicycle accommodations, and improved pedestrian accommodations, a green stormwater management system, street and pedestrian lighting and street trees, all within the existing 66-foot wide right-of-way. Lane transitions using pavement markings may occur north of W Lincoln Avenue to allow for bicycle connection to W Howett Street (IL 116).

In 2016, the City engaged TERRA Engineering to perform initial Phase I Engineering Services including development and approval of cross section and corridor concepts based on results of a traffic impact study performed using current traffic data. This phase involved extensive stakeholder and public involvement processes, including team meetings, public meetings, and online and paper surveys. A concept has been chosen and will include the following elements:

- New curb and gutter constructed along both sides of the street
- New ADA compliant sidewalk on both sides of the street and ADA compliant ramps at all intersections
- ADA compliant residential and commercial entrances
- New Hot Mix Asphalt (HMA) pavement overlay constructed on a suitable pavement base
- Ornamental lighting
- Street trees
- Storm drainage improvements
 - Frames, grates and lids of storm drainage inlets and manholes shall be replaced with new items.
 - New drainage structures and connecting storm sewer pipes shall be included where localized flooding problems have been identified and/or where existing drainage items are in poor condition.
 - Green Infrastructure Best Management Practices (BMPs) within the ROW to reduce storm water runoff volumes entering the city's combined sewer system, including bioswales and permeable pavement.
- Intersection improvements at the following signalized intersections:
 - Western, SW Adams and Spruce Streets
 - Western and SW Jefferson Street
 - Western and W Starr Street
 - Western and W Garden Street
 - Western and W Lincoln Avenue
 - Possibly: Western and W Howett Street (striping only – for bicycle and driving lane transitions)

WO #17-05

Attachment A – Scope of Services

Western Avenue, from Adams Street to W. Howett Street

Intersection improvements will include improved geometrics and ADA compliant cross walks and ramps.

Signal improvements will include new mast arms and signal heads, pedestrian signals and push buttons for ADA compliance, and new loop detectors. Signal upgrades may not be required at Lincoln. Other improvements may include, at the City's request, new controller cabinets & signal controllers, uninterruptible power supplies, and interconnection between all signals within the project limits.

The Traffic Impact Study shows that only the Western and Lincoln intersection currently meets signal warrants, though a decision has not yet been made as to which intersections will remain signalized.

Design Standards

TERRA will follow IDOT policy and procedures, as described in Part II of the Bureau of Local Roads and Streets (BLRS) Manual for Motor Fuel Tax (MFT) and State-Funded projects. Design will be in accordance with Part IV of the BLRS Manual, Project Design.

Deliverables

- Fly Thru Project Presentation (Sub-Consultant – Lump Sum)
 - Develop stills and project fly thru based on the approved Corridor Plan
 - Deliver an animation file based on the Corridor Plan
 - Provide data files and documents used in the production of the animation
- Phase I – Project Development
 - MFT Certification / Project Status (BLR 10100)
 - Approval of Design Variances (BLR 22120)
 - Revised Traffic Impact Study
 - Intersection Design Studies *as required by BLRS Manual* ~~for all signalized intersections listed above~~
- Phase II – Plan Development
 - Construction Plans
 - Project Special Provisions
 - Opinion of Construction Cost

WO #17-05

Attachment A – Scope of Services

Western Avenue, from Adams Street to W. Howett Street

Work Order #17-05

Phase I - Project Development

Some Phase I services were provided under a separate work order, including traffic analysis, topographic survey, environmental clearances, public engagement, cross section selection and a conceptual corridor study. The following Phase I Engineering tasks will be completed under this work order:

- **Survey, Field Investigations and Data Gathering**
 - Survey
 - Pickup additional topographic features along the project corridor as needed to complete design recommendations (in particular, retaining walls, steps and the addition of Howett Street, if needed for an IDS)
 - Perform property document search at the County Courthouse
 - Geotechnical Services (Sub-Consultant Lump Sum)
 - Obtain pavement cores, one every 500 feet alternating lanes
 - Obtain percolation tests and soil reports
- **Environmental**
 - Coordinate environmental reviews through IDOT
 - Prepare a PESA (Preliminary Environmental Survey Assessment) for Western Avenue. The PESA for the IL 116 (Lincoln Avenue) has already been completed by IDOT.
 - Respond to the PESA (IL 116) and coordinate the PSI.
 - Perform a PSI (Preliminary Site Investigation) as needed based on the results of the PESA for Western Avenue.
 - Prepare an MFT Certification / Project Status (BLR 10100)
- **Project Studies**
 - **Traffic Impact Study**
 - Count existing traffic at Howett Street
Update the Traffic Impact Study to reflect recommendations for a three-lane section; recommendations for signalized intersections as determined by the City; and to add the Howett Street / Western Ave intersection.
 - Analysis of the Howett / Western Avenue intersection will be used to investigate the feasibility of transitioning from five lanes to three (or four) ahead of Lincoln Avenue so that bicycle accommodations can extend to the bicycle lane on Howett Street.

WO #17-05**Attachment A – Scope of Services****Western Avenue, from Adams Street to W. Howett Street**

- **Update Corridor Plan**
 - If the revised traffic impact study shows that lanes can be dropped through the Howett / Western intersection, revise corridor plan to reflect lane drops and additional bicycle accommodations to Howett Street.
- **Intersection Design Studies** – one for each intersection required per the BLRS Manual
 - Develop horizontal alignment for the intersection
 - Analyze signal warrants
 - Determine existing and proposed design vehicles
 - Develop proposed geometrics
 - Complete IDS's for City/IDOT review and approval
- **Drainage Studies**
 - Identify existing drainage patterns and storm sewer system
 - Assess need to repair, reconstruct portions of, or supplement existing drainage system. Coordinate with City and GPSD.
 - Develop preliminary drainage system design including green infrastructure (GI) practices and storm sewer modifications.
 - Coordinate with City's CSO Consultant, who will analyze and determine the required storage volumes for GI practices. Modify preliminary drainage system and modify plans accordingly.
- **Preliminary Design**
 - Existing Conditions:
 - Prepare property boundary mapping
 - Prepare existing typical sections
 - Proposed Improvements:
 - Prepare typical sections
 - Develop horizontal alignments
 - Develop vertical profile
 - Prepare plan and profile sheets
 - Identify utility conflicts and required relocations
 - Identify required design variances; prepare justification and submit IDOT
 - Develop street lighting options for residential and commercial areas and submit to IDOT for review
 - Determine ROW needs including temporary construction easements

WO #17-05**Attachment A – Scope of Services****Western Avenue, from Adams Street to W. Howett Street**

- **Public Involvement**
 - Coordinate and facilitate up to two additional public meetings.
 - Develop exhibits and handouts
 - Develop power point presentation
 - Develop mechanism for comments and feedback
 - Assist with development of news releases and/or flyers, and assist with advertising the meetings
 - Collect and analyze public feedback, review with City and incorporate changes
- **Coordination & Project Management**
 - Coordinate with various City departments to develop preliminary design that collectively meets the needs of a variety of perspectives. Attend weekly coordination meeting through Phase I Design.
 - Coordinate with utility companies
 - Coordinate with City's CSO consultant
 - Coordinate with IDOT
 - Coordinate with utility companies
 - Review project deliverables for compliance
 - Prepare monthly invoices

Phase II Engineering Services:

- **Right of Way Exhibits**
 - Prepare Plats for 62 Temporary Easements and Plats and Legals 68 Permanent Easements for residential and commercial properties.
 - Prepare Strip Map identifying construction easements.
 - Collect Last Deed of Record for Easements and Title commitments for Permanent Easements. (Sub-Consultant Lump Sum)
 - Provide research for the City's use in preparing 130 appraisal waivers. (Sub-Consultant Lump Sum)
 - Provide negotiation services for estimate 130 parcels. (Sub-Consultant Lump Sum)

WO #17-05**Attachment A – Scope of Services****Western Avenue, from Adams Street to W. Howett Street**

- **Design**

- Roadway Geometrics
- Pavement Design
- Retaining Walls & Steps
- Fence relocations
- PROWAG / ADA Details
- Drainage / Sewer Design
- Utility Adjustments
- Traffic Signals
- Lighting
- MOT

- **Construction Plans**

Prepare the following Plan Sheets in accordance with Bureau of Design and Environment Manual. Provide Quality Control and Assurance. Submit to IDOT and City of Peoria for review, and revise to address review comments.

- Cover Sheet
- General Notes / Index / Legend
- Summary of Quantities
- Typical Sections
- Schedule of Quantities
- Alignment, Ties & Benchmarks
- Removal Plans
- Plan & Profile Sheets
- Drainage Plans & Utilities
- Signage and Pavement Markings
- Traffic Control Plans (Maintenance of Traffic)
- Erosion and Sediment Control Plans
- Landscaping Plans
- Lighting Plans
- Intersection Details
- Traffic Signal Plans
- Miscellaneous Details
- Cross Sections

WO #17-05

Attachment A – Scope of Services

Western Avenue, from Adams Street to W. Howett Street

- **Project Specifications, Estimates and Permits**
 - Prepare Project Specifications in accordance with IDOT specifications and include the following:
 - Supplemental Specifications
 - Recurring Special Provisions
 - BDE and BLRS Special Provisions
 - Contract Special Provisions
 - Project Specific Special Provisions
 - Highway Standards

 - Prepare Quantities and Estimates which will include the following:
 - Quantities
 - Estimate of Cost
 - Prepare and submit the SWPPP to the IEPA
- **Project Management & Coordination**
 - Coordination with City
 - Coordination with IDOT
 - Coordination with utility companies
 - Prepare a Quality Assurance Plan
 - Review project deliverables for compliance
 - Prepare monthly invoices

Payroll Escalation Table
Fixed Raises
DLM 2.80

FIRM NAME TERRA
 PRIME/SUPPLEMENT Prime

DATE 09/20/17
 PTB NO. _____

CONTRACT TERM 18 MONTHS
 START DATE 7/1/2017
 RAISE DATE 1/1/2018

OVERHEAD RATE 176.05%
 COMPLEXITY FACTOR 0
 % OF RAISE 3.00%

ESCALATION PER YEAR

7/1/2017 - 1/1/2018

1/2/2018 - 1/1/2019

6
18

12
18

= 33.33%
 = 1.0200

68.67%

2.00%

The total escalation for this project would be:

**Cost Estimate of
Consultant Services**
(Direct Labor Multiple)

Firm TERRA
 Route Western Ave - Adams to Howatt
 Section _____
 County Peoria County ~4800 ft
 Job No. _____
 PTB & Item _____

Date 09/20/17
 Overhead Rate 176.05%
 Complexity Factor 0

ITEM	MANHOURS (A)	PAYROLL (B)	(2.80+R) TIMES PAYROLL (C)	DIRECT COSTS (D)	SERVICES BY OTHERS (E)	DBE TOTAL (C+D+E)	TOTAL NTE (C+D+E)	% OF GRAND TOTAL
Survey, Field Invest & Data Gathering	298	11,069.66	30,995.05				30,995.05	2.55%
Environmental + PESA/PSI	66	2,960.30	8,288.84		19,000.00		27,288.84	2.25%
Project Studies	2187	101,967.95	285,510.26	1,105.00			286,615.26	23.61%
Public Involvement	170	8,470.60	23,717.68	300.00			24,017.68	1.98%
Coord & Project Mangement (PE I)	240	13,626.22	38,153.42				38,153.42	3.14%
ROW Exhibit Plats (62TE/68PE)	530	28,474.88	79,729.66				79,729.66	6.57%
Design	651	34,418.29	96,371.21				96,371.21	7.94%
Roadway Plans	2940	124,043.24	347,321.07	500.00			347,821.07	28.65%
Specs, Estimates and Permits	208	11,830.10	33,124.28				33,124.28	2.73%
Project Management (PE II)	120	6,721.68	18,820.70				18,820.70	1.55%
Appraisals					28,000.00		28,000.00	2.31%
Negotiations					136,500.00		136,500.00	11.25%
Title Commitments					20,400.00		20,400.00	1.68%
Animation					30,000.00		30,000.00	2.47%
Pavement Cores (SBO) & Perc Tests					16,000.00		16,000.00	1.32%
TOTALS	7410	343,582.92	962,032.18	1,905.00	249,900.00	0.00	1,213,837.18	100.00%

Route Western Ave - Adams to Howatt

Section

County Peoria County ~4800 ft

Job No.

PTB/Item

Consultant TERRA

Date 09/20/17

Sheet 1 OF 1

Average Hourly Project Rates

Payroll Classification	Avg Hourly Rates		Total Project Rates		Survey, Field Invest & Data Gathering		Environmental + PESM/PSI		Project Studies		Public Involvement		Coord & Project Management (PE)						
	Hours	Part. %	Hours	Part. %	Hours	Part. %	Hours	Part. %	Hours	Part. %	Hours	Part. %	Hours	Part. %					
Principal / Dept Head	\$70.00	0.56	0.53		2	0.67%	0.45		2	3.03%	2.03	0.26	10	5.88%					
Sr Project Manager	\$66.89	288	3.89%	2.60	2				8	0.37%	1.19	22	12.94%						
Senior Engineer	\$63.35	1278	17.25%	10.93			12	18.18%	552	25.24%	15.99	34	20.00%						
Lead Engineer	\$45.41	3104	41.89%	19.02	8	2.68%	1.22	48.48%	1020	46.64%	21.18	40	23.53%						
Senior Landscape Architect	\$55.74	64	0.86%	0.48								8	4.71%						
Landscape Architect	\$36.18	88	1.19%	0.43								40	23.53%						
CADD Manager	\$31.92	24	0.32%	0.10								8	4.71%						
CADD Operator	\$30.66	1774	23.94%	7.34	40	13.42%	4.12	30.30%	544	24.87%	7.63	8	4.71%						
Surveyor	\$34.70	244	3.29%	1.14	220	73.83%	25.62		24	1.10%	0.38								
Survey Department Manager	\$61.15	442	5.96%	3.65	28	9.40%	5.75												
Administrative Manager	\$22.53	48	0.65%	0.15								8	4.71%						
TOTALS		7410	100%	\$46.37	298	100%	\$37.15	66	100%	\$44.85	2187	100%	\$46.62	170	100%	\$49.83	240	100%	\$56.78



COMPANY NAME: **TERRA Engineering, LTD**

Project: **Western Avenue**

TODAY'S DATE: **7/12/2017**

ITEM	ALLOWABLE	UTILIZE W.O. ONLY	QUANTITY J.S. ONLY	CONTRACT RATE	TOTAL
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00	\$0.00
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			\$0.00	\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost			\$0.00	\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00	\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum		1,000	\$0.535	\$535.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00	\$0.00
Vehicle Rental	Actual cost (Up to \$55/day)			\$0.00	\$0.00
Tolls	Actual cost			\$0.00	\$0.00
Parking	Actual cost			\$0.00	\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00	\$0.00
Shift Differential	Actual cost (Based on firm's policy)			\$0.00	\$0.00
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)		6	\$128.00	\$768.00
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Project Specific Insurance	Actual cost			\$0.00	\$0.00
Monuments (Permanent)	Actual cost			\$0.00	\$0.00
Photo Processing	Actual cost			\$0.00	\$0.00
2-Way Radio (Survey or Phase III Only)	Actual cost			\$0.00	\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual cost			\$0.00	\$0.00
CADD	Actual cost (Max \$15/hour)			\$0.00	\$0.00
Web Site	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Advertisements	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)		1	\$602.00	\$602.00
Recording Fees	Actual cost			\$0.00	\$0.00
Transcriptions (specific to project)	Actual cost			\$0.00	\$0.00
Courthouse Fees	Actual cost			\$0.00	\$0.00
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Testing of Soil Samples*	Actual cost			\$0.00	\$0.00
Lab Services*	Actual cost (Provide breakdown of each cost)			\$0.00	\$0.00
Equipment and/or Specialized Equipment Rental*	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
TOTAL DIRECT COST					\$1,905.00

*If other allowable costs are needed and not listed, please add in the above spaces provided.

LEGEND

W.O. = Work Order
J.S. = Job Specific



SCI ENGINEERING, INC.

CONSULTANTS IN DEVELOPMENT,
DESIGN AND CONSTRUCTION
GEOTECHNICAL
ENVIRONMENTAL
NATURAL RESOURCES
CULTURAL RESOURCES
CONSTRUCTION SERVICES

April 4, 2017

Ms. Karen S. Dvorsky, P.E.
TERRA Engineering, Ltd.
401 Main Street, Suite 1130
Peoria, Illinois 61602

RE: Proposal for Preliminary Environmental Site Assessment
Section 16-00368-00-EG
Western Avenue
Peoria, Illinois
SCI No. 2017-3069.20

Dear Ms. Dvorsky:

SCI Engineering, Inc. (SCI) is pleased to submit this proposal for a Preliminary Environmental Site Assessment (PESA) for the above-referenced project. We understand this project consists of roadway improvements along South Western Avenue from West Lincoln to SW Washington in Peoria, Illinois. The purpose of our consulting services will be to identify recognized environmental conditions using appropriate inquiry into the previous ownership and uses of the site consistent with good commercial or customary practice as defined in CERCLA (*Comprehensive Environmental Response, Compensation, and Liability Act*; 1980, 42 USC 9601 (35) (B)).

The procedures outlined in the *Manual for Conducting Preliminary Environmental Site Assessments for Illinois Department of Transportation Highway Projects* and the Illinois Department of Transportation (IDOT) memorandum "Special Waste Procedures for Local Highway Improvements" will be used to conduct the proposed PESA. If activities outlined herein do not reflect your objectives, a modification of the proposed scope can be considered.

SCOPE OF SERVICES

PESA activities will consist of reviewing readily available site history information and assessing the physical condition of the property at the time of the walkover survey for evidence of possible use, storage, spillage, or dumping of hazardous, toxic or petroleum substances or materials. These activities are intended to fulfill the requirements of ASTM 1527-13.

- **Reconnaissance:** A reconnaissance for physical evidence indicating possible use, storage, spillage, or dumping of hazardous, toxic, or petroleum substances on the site and, when possible, on contiguous sites. Stressed vegetation, suspect excavation, surface expressions of underground storage tanks (USTs) and transformers will be addressed.
- **Historical Site Use:** A review of one or more historical sources, as necessary, reviewed at various intervals for potential documentation of major developments or changes in the usage of the land since initial development or back to 1940, whichever is earlier.

- **Earth Systems:** A notation of the soil, watershed, topography, geology, and groundwater systems at the site, based on visual observation and literature review.
- **Interviews:** Interviews of on-site and neighboring residents/landowners/building occupants/report user (client) when possible for recollections of past ownership or activities suggesting the presence of hazardous, toxic, or petroleum substances. Interviews of local fire department officials and previous owner/occupants, when possible, will also be performed.
- **Federal Records:** Federal records review will include the National Priorities List (NPL); Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS); Resource Conservation and Recovery Act Notification system (RCRIS); and Emergency Response Notification System (ERNS), when available.
- **State Tribal Records:** A review of NPL/CERCLIS equivalent lists, Hazardous Waste Sites lists, Underground Storage Tanks Registration list, Leaking Underground Storage Tank list, Landfill and/or Solid Waste Facility (SWF) databases, Institutional/Engineering Control registries, Voluntary Cleanup sites and Brownfield sites.
- **File Review:** Research and review of files maintained by local, state, or federal authorities. If the subject site or adjoining properties are identified within the environmental records sources, regulatory file review may be required. If this research and review is required, these services will be performed on a time and material basis. SCI will contact you with an estimated fee for obtaining and reviewing regulatory files.

Results of the scope of work outlined in this proposal will be reviewed by the project manager. SCI's findings and recommendations will be presented in a formal report.

ESTIMATED SCHEDULE

Completion of the PESA normally requires four to six weeks from authorization to proceed. However, for an additional fee of **\$700.00**, SCI can initiate a rapid turnaround assessment of the site, allowing for issuance of a formal report within five to ten working days from authorization (report status can be relayed by letter as available). If you elect this option, please make a notation on the enclosed *Acceptance of Proposal for Professional Services* sheet.

SERVICE FEE

The PESA activities described herein will be performed for a fee of **\$3,950.00**. You will be invoiced for these fees upon project completion and payment is due upon receipt of the invoice. To facilitate prompt payment, SCI accepts Visa and Mastercard in addition to normal payment methods. If you wish to pay via credit card, please contact the undersigned for specific instructions. This fee does not include title/conveyance reports. If this is required, please make a notation on the enclosed *Acceptance of Proposal for Professional Services* sheet. Should third party reliance letters be requested for these activities subsequent to report submittal, additional costs may be incurred. **Please notify SCI in advance if you believe third party reliance will be required.** If, during the course of this investigation, SCI has reason to believe the actual fee for services could exceed the estimated cost by more than ten percent, SCI will contact you for authorization to continue.

The findings from this initial assessment may indicate the need for additional environmental activities (e.g., Preliminary Site Investigation). Additional activities may be required if research conducted during the course of the PESA indicates the potential for impact to the project area. These activities may include advancing borings to determine if widespread impact to soil has occurred, identifying the extent of contamination relative to the project limits, estimating disposal costs, and providing results of field investigations.

Additional services by SCI might involve meetings and/or extensive telephone conversations to discuss the content and recommendations provided in the report. Our charges for these additional services would be on an hourly basis.

ACCEPTANCE

If the work order outlined herein is acceptable, please provide formal authorization to proceed by completing, signing, and returning the enclosed *Acceptance of Proposal for Professional Services* sheet. This sheet provides important information regarding report distribution and invoicing. Formal authorization is necessary prior to initiation of the activities outlined herein. SCI services will be performed for the signatory of the enclosed form, and their lender (if applicable). Written consent must be provided by SCI should anyone other than the client (signatory) wish to excerpt, or rely on, the results of our activities. The enclosed *General Terms and Conditions* will also apply to any future services you authorize for this project.

Thank you for the opportunity to provide this proposal for your review. If you have any questions or require further clarification, please contact me at (618) 206-3025.

Respectfully,

SCI ENGINEERING, INC.



Edwin P. Grimmer, P.E.
Vice President

EPG/lf

Enclosures



SCI ENGINEERING, INC.

650 Pierce Boulevard
O'Fallon, Illinois 62269
618-624-6969 Fax 618-624-7099
www.sciengineering.com

ACCEPTANCE OF PROPOSAL FOR PROFESSIONAL SERVICES

Project Name: South Western Avenue – PESA

Project Number: 2017-3069.20 / EPG

Date: April 4, 2017

Fee: \$3,950.00 Standard processing \$4,650.00 Rapid processing
(Please circle preferred processing)

Please provide formal authorization to proceed by completing, signing, and returning this form. The attached terms and conditions will apply to the services outlined in the accompanying proposal.

Accepted By:

Name and Title: _____ Address: _____

Signature: _____ City, State, Zip: _____

Company Name: _____ Telephone: _____

Date: _____ Email: _____

Party responsible for payment: (if different than Accepted By)

Name and Title: _____ Address: _____

Signature: _____ City, State, Zip: _____

Company Name: _____ Telephone: _____

Date: _____ Email: _____

Report Distribution (Note: Additional printed report copies after final submittal will be billed at \$25.00 each)

Company and Contact Name:	Address (Printed) or Email (Electronic):	No. Printed Reports
_____	_____	_____
_____	_____	_____
_____	_____	_____

NOTICE TO OWNER: (FOR SITES IN MISSOURI ONLY)

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429.RSMo. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOU PAYING FOR LABOR AND MATERIAL TWICE.



SCI ENGINEERING, INC.

650 Pierce Boulevard
O'Fallon, Illinois 62269
618-624-6969 Fax 618-624-7099
www.sciengineering.com

GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE OF AGREEMENT** The terms and conditions of the agreement between the client and SCI ENGINEERING, INC. (hereinafter called SCI) are detailed below and have been established to allocate risks between both. For the purposes of convenience, the client may choose to orally authorize our service, in which case the client agrees that the verbal agreement constitutes formal acceptance of the terms and conditions detailed below. Subsequent to an agreement by both parties to perform the services, modifications to the terms and conditions are prohibited.

2. **SITE ENTRY** You, the Client, will provide for right of entry of SCI or employees of firms working under the direction of SCI, and all necessary equipment, in order to perform the work. Although SCI will exercise reasonable care in performing its services, the Client understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this agreement. The client agrees, to the fullest extent permitted by law, to indemnify and hold harmless SCI and its subconsultants against any damages, liabilities, or costs, arising or allegedly arising from procedures associated with testing or investigative activities. If you desire or require us to restore the site to its former condition, upon written request, we will perform such additional work as is necessary and you agree to pay all costs incurred.

3. **SUBSURFACE STRUCTURES OR UTILITIES** The Client will furnish to SCI information identifying the type and location of utility lines and other man-made objects beneath the site's surface. SCI will take reasonable precautions to avoid damaging these man-made objects. You agree to waive any claim against SCI, and to defend, indemnify and hold SCI harmless from any claim or liability for injury or loss allegedly arising from SCI's damaging underground utilities or other man-made objects that were not called to SCI's attention, or which were not properly located on plans furnished to SCI.

4. **SAMPLES** Soil, rock, water, or other samples obtained from the project site are your property. SCI shall preserve such samples for no longer than thirty (30) calendar days after the issuance of any document that includes the data obtained from them, unless other mutually agreed arrangements are documented.

Concrete test specimens will be discarded after testing. If project specification strengths are met, "hold" cylinders will be discarded at that time.

If in SCI's opinion any of the samples collected may be affected by regulated contaminants, SCI shall package such samples in accordance with applicable law and client shall arrange for lawful disposal procedures. SCI shall not, under this agreement, arrange for or be responsible for the disposal of substances affected by regulated contaminants. Furthermore, unless detailed in a specific work scope, SCI is not responsible for any soil cuttings or produced groundwater generated for the purpose of sample collection that may be affected by regulated contaminants that are left at a job site and were generated for the collection of soil and groundwater samples. SCI will, at the client's request, help the client identify appropriate alternatives for the off-site treatment, storage, or disposal of these materials, for additional fees.

5. **GENERAL LIABILITY AND LIMITATION** SCI agrees to hold you harmless and to indemnify you on account of any liability due to bodily injury or property damage arising directly out of our negligent operational acts, but such hold harmless and indemnity will be limited to that covered by our

comprehensive general liability insurance. Our general liability insurance, subject to its limits, terms and conditions, provides protection against liability arising out of bodily injury and property damage that is the direct result of our operational negligence. At your request, SCI will provide certificates evidencing such coverage and will purchase additional limits of liability that you may require as a separate cost item to be borne by you.

You shall not be liable to SCI and SCI shall not be liable to you for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by you or SCI, their employees, agents, or subcontractors. Consequential damages include, but are not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damage that any party may have incurred from any cause of action, including, but not limited to negligence, strict liability, breach of contract, or breach of warranty.

6. **SHARED RISK ALLOCATION** The Client and SCI agree to allocate certain of the risks so that, to the fullest extent permitted by law, SCI's total aggregate liability to the Client is limited to \$50,000.00 for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's and expert witness' fees) arising out of this AGREEMENT from any cause or causes. Such causes include, but are not limited to, SCI's negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability based upon contract, tort, or statute. Higher limits may be available upon request and additional negotiated fee.

Limitations on liability, waivers and indemnities in this Agreement are business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary duty, tort (including negligence), strict or statutory liability, or any other cause of action. You agree that you will not seek damages in excess of the contractually agreed-upon limitation directly or indirectly through suits against other parties who may join the Consultant as third-party defendant. None of the insurance or indemnity obligations under this agreement shall be deemed to be in conflict with this limitation of liability provision.

7. **INVOICES** You will make all payments in accordance with SCI's invoices, and payment is due upon receipt of invoice. A fee of 1½ percent per month will be payable on any amounts not paid within thirty (30) days, payment thereafter to be applied first to accrued interest and then to your unpaid amount. You agree to pay invoices under these terms and to bear collection fees, court costs, or any other reasonable expense involved in the collection of amounts not paid.

8. **HAZARDOUS MATERIALS; NOTIFICATION OF AND DISCOVERY OF** When hazardous materials are known, assumed, or suspected to exist at a site, SCI is required to take appropriate precautions to protect the health and safety of its personnel, to comply with applicable laws and regulations, and to follow procedures that SCI deems prudent to help minimize physical risks to employees and the public. You warrant that you have provided to SCI all available information about type and location of known and suspected hazardous materials on, under, or adjacent to the project site.

The discovery of unanticipated hazardous or suspected hazardous materials will constitute a changed condition mandating termination of services if SCI and you are unable to renegotiate the

scope of service in a timely manner. SCI will notify you as soon as practically possible should SCI encounter unanticipated hazardous or suspected hazardous materials.

The discovery of unanticipated hazardous or suspected hazardous materials may make it necessary for SCI to take measures that in SCI's professional opinion are needed to help preserve and protect the health and safety of SCI's personnel and of the public, and/or to preserve and protect the environment. As a condition precedent to the provision of service for this project, you agree to compensate SCI for the additional fees and costs associated with any such measures and further agree to defend, indemnify, and hold harmless from any claim or liability for injury or loss arising from SCI's encountering unanticipated hazardous or suspected hazardous materials.

9. CONTAMINATION OF AN AQUIFER

Unavoidable contamination of soil or groundwater may occur during subsurface exploration, as when drilling or sampling tools penetrate a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading contaminants. Because subsurface exploration is an essential aspect of the services that SCI will provide on your behalf, you shall indemnify, defend, and hold SCI harmless from any claim or liability for injury or loss which may arise as a result of contamination allegedly caused by subsurface exploration.

10. **SITE SAFETY** With respect to project site safety, SCI shall be responsible solely for the on-site activities of its employees and subcontractors, and this responsibility shall not be construed by any party to relieve you or the general contractor from your obligation to maintain a safe project site. Neither the professional activities of SCI, nor the presence of SCI's employees or subcontractors shall be construed by any party to imply that SCI has any responsibility for any contractor's methods of work performance, procedures, superintendence, sequencing of operations, or safety in, on, or about the project site. You agree that the general contractor is responsible for project site safety, and warrant that this intent shall be made evident in your agreement with the general contractor.

11. **CONSTRUCTION COST ESTIMATES** An opinion of construction cost prepared by SCI represents our judgment as a design professional and is supplied for your general guidance only. Since we have no control over the cost of labor and material, nor over competitive bidding or market conditions, we do not guarantee the accuracy of our opinion as compared to other sources, such as, contractor bids of actual cost to the owner.

12. **DEFECTS IN SERVICE** You and your personnel, contractors, and subcontractors shall promptly report to SCI any defects or suspected defects in SCI's work, in order that SCI may take prompt effective measures which in SCI's opinion will minimize the consequences of any such defect.

13. **TERMINATION** Any or all services being provided for you by SCI under these General Terms and Conditions or under separate contract may be terminated by either party upon seven (7) days prior written notice. In the event of termination, SCI shall be compensated by you for all services performed up to and including the termination date, including reimbursable expenses.

14. **ENVIRONMENTAL SITE ASSESSMENT** An Environmental Site Assessment is conducted to render an opinion about the possibility of regulated contaminants being present on, in, or beneath the site specifically at the time services were conducted. Client understands that no matter how thorough an Environmental Site Assessment is, SCI cannot know or state factually that a site is unaffected by reportable quantities of regulated contaminants. Furthermore, even if SCI believes that reportable quantities are not present, the client bears the risk that such contaminants may be present or may migrate to the site after the study is complete. Likewise, the client agrees to hold SCI harmless from any claim or liability for injury or loss arising from the unanticipated discovery of hazardous materials or suspected hazardous materials to the fullest extent permitted by law.

15. FAILURE TO FOLLOW RECOMMENDATIONS

SCI disclaims any and all responsibility and liability for problems that may occur during implementation of SCI's plans, specifications, or recommendations when SCI is not retained to observe such implementation.

16. ALTERATION OF INSTRUMENTS OF SERVICE

Client agrees that designs, plans, specifications, reports, proposals, and similar documents prepared by SCI are instruments of professional service, and as such, they may not under any circumstances be altered by any party except SCI. Client warrants that SCI's instruments of service will be used only and exactly as submitted by SCI. Accordingly, Client shall waive any claim against SCI and shall, to the fullest extent permitted by law, indemnify, defend, and hold SCI harmless of any claim or liability for injury or loss arising from unauthorized alteration of SCI's instruments of service.

17. MOLD DISCLAIMER

The services performed by SCI, unless specifically addressed in our scope of services, are not intended to take into account indoor amplification of mold. SCI's services may comment on depth to groundwater and site drainage, but in no instance is this to be interpreted that we were specifically intending to reduce moisture contents and/or humidity measurements within the structure as they may relate to mold. Client understands our services, unless specifically expressed in our work scope, are in no way intended to address the potential for mold infestation, and, as such, agrees to indemnify and hold SCI harmless from any claim alleging that SCI's services caused or aggravated a mold infestation.

18. **OTHER PROVISIONS** You agree that this contract is entered into by the parties for the sole benefit of the parties to the contract, and that nothing in the contract shall be construed to create a right or benefit for any third party.

a. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

b. You agree that any and all limitations of SCI's liability and indemnifications by you shall include and extend to those individuals and entities SCI retains for performance of the services under this Agreement, including but not limited to SCI's officers, directors, and employees and their heirs and assigns, and SCI's subconsultants.

c. In an effort to resolve any conflicts that arise during or following completion of the project, you and SCI agree that all disputes between us arising out of or related to this Agreement shall be submitted to non-binding mediation, unless the parties mutually agree otherwise.

d. In the event there is a dispute between SCI and you, other than collection of fees and which is not resolved by mediation, the prevailing party shall be awarded its reasonable attorney's fees, expert witness fees, and other costs. THE PARTIES TO THIS CONTRACT HEREBY AGREE TO SUBMIT ANY SUCH DISPUTE TO THE CIRCUIT COURT OF ST. CHARLES COUNTY, STATE OF MISSOURI.

e. Test borings and test pits are an accepted and informative means of subsurface exploration. However, in the nature of things, they cannot indicate with absolute certainty the nature of the subsurface conditions between and sample locations of the exploration and below the termination of the borings or pits. Therefore, a report based on test borings, test pits, or other exploration method cannot ascertain the nature of the subsurface conditions between and beyond the specific sample locations. If conditions different than are indicated in our report come to your attention after you receive the report, it is recommended that you contact SCI immediately to inform SCI completely of what you have discovered and to authorize further evaluation, if appropriate.

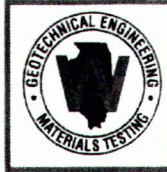
f. Any recommendations provided in any correspondence, reports, plans, etc. from SCI are for the exclusive use of our client and are specific to the project covered by this contract. Recommendations provided by SCI are not meant to supercede more stringent requirements of local ordinances.

TELEPHONE

309-673-2131

TESTS • INVESTIGATIONS
 ANALYSIS • DESIGN • EVALUATIONS
 CONSULTATION • REPORTS • INSPECTIONS
 ARBITRATION • EXPERT WITNESS TESTIMONY

SOILS • PORTLAND CEMENT CONCRETE
 BITUMINOUS CONCRETE • STEEL
 ASPHALT • AGGREGATES • EMULSIONS
 POZZOLANIC MATERIALS • LIME

**WHITNEY & ASSOCIATES**

INCORPORATED

2406 West Nebraska Avenue

PEORIA, ILLINOIS 61604-3193

TELEFAX

309-673-3050

GEOTECHNICAL ENGINEERING
 CONSTRUCTION QUALITY CONTROL
 SUBSURFACE EXPLORATIONS
 ENVIRONMENTAL INVESTIGATIONS

MONITORING WELL INSTALLATIONS
 BUILT-UP ROOF INVESTIGATIONS
 WELDER CERTIFICATIONS
 INSURANCE INVESTIGATIONS

March 30, 2017

Ms. Karen Dvorsky, P.E.
 Terra Engineering, Ltd.
 401 Main Street; Suite 1130
 Peoria, Illinois 61602

**Re: Work Proposal And
 Schedule of Fees**
 Subsurface Soils And
 Ground Water Investigation
 Western Avenue Pavement
 Improvements
 Peoria, Illinois

Dear Ms. Dvorsky:

Pursuant to your request, we transmit herewith a comprehensive work proposal with an accompanying fee schedule for the above referenced project. Included in this proposal is a description of the work estimated by our firm in conjunction with our unit price fee structure for these geotechnical engineering services.

WORK PROPOSAL AND FEE SCHEDULE**(INDICATED SCOPE OF WORK)**

<u>QUANTITY</u>	<u>WORK DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
116.0 L.F. (4 - 11' 12 - 6' Borings)	Soil boring including augering and standard IDOT sampling, retention of samples in sealed glass jars and preparation of the Soil Boring Logs.	\$ 12.40/Lineal Foot	\$ 1,438.40
1 Each	Mobilization and demobilization of the drill rig, equipment and personnel to and from the project site including set-up charges.	350.00/Each	350.00
1 Each	Supplemental mobilization and demobilization of drill crew to, from and on the project site.	225.00/Each	225.00

WHITNEY & ASSOCIATES
 PEORIA, ILLINOIS

<u>QUANTITY</u>	<u>WORK DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
1 Each	Soil boring layout.	\$ 260.00/Each	\$ 260.00
1 Each	Traffic Control including soil boring layout (MBE subcontracted - may be performed by City of Peoria personnel if desired)	920.00/Day	920.00
1 Each	J.U.L.I.E. Joint Utility meeting.	195.00/Each	195.00
1 Each	Traffic Control including signage and flagmen services for drilling operations. (MBE subcontracted - may be performed by City of Peoria personnel if desired)	3,275.00/Each	3,275.00
72 Inches	Auger penetration of bituminous concrete. (As Required)	6.50/Inch	468.00
64 Inches	Auger penetration of Portland cement concrete or brick (As Required)	19.00/Inch	1,216.00
100.0 L.F.	Bentonite backfill of bore holes including removal of excess auger cuttings.	7.20/Lineal Foot	720.00
4 Each	Set up and perform in-situ percolation tests at the proposed site.	250.00/Each	1,000.00
16 Each	Patching of bore hole penetrations. (As Required)	36.00/Each	576.00
40 Each	Visual classification of the soils including natural moisture content tests of select, representative soils.	4.25/Each	170.00
15 Each	Natural dry density tests of select, representative, cohesive soils.	7.60/Each	114.00
30 Each	Unconfined compression tests of select, representative cohesive soils including calibrated penetrometer tests.	6.80/Each	204.00
3 Each	Standard Proctor tests and Immediate Bearing Value tests of representative subgrade soils.	395.00/Each	1,185.00

<u>QUANTITY</u>	<u>WORK DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
8.0 Hours	Engineering consultation including analysis of the data and the preparation of a brief geotechnical engineering report of observations, professional opinions and recommendations.	\$ 110.00/Hour	\$ <u>880.00</u>

ESTIMATED TOTAL FEE \$ 13,196.40

(ALTERNATE SCOPE OF WORK)

<u>QUANTITY</u>	<u>WORK DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
146.0 L.F. (4 - 11' 17 - 6' Borings)	Soil boring including augering and standard IDOT sampling, retention of samples in sealed glass jars and preparation of the Soil Boring Logs.	\$ 12.40/Lineal Foot	\$ 1,810.40
1 Each	Mobilization and demobilization of the drill rig, equipment and personnel to and from the project site including set-up charges.	350.00/Each	350.00
1 Each	Supplemental mobilization and demobilization of drill crew to, from and on the project site.	225.00/Each	225.00
1 Each	Soil boring layout.	260.00/Each	260.00
1 Each	Traffic Control including soil boring layout (MBE subcontracted - may be performed by City of Peoria personnel if desired)	920.00/Day	920.00
1 Each	J.U.L.I.E. Joint Utility meeting.	195.00/Each	195.00
1 Each	Traffic Control including signage and flagmen services for drilling operations. (MBE subcontracted - may be performed by City of Peoria personnel if desired)	4,250.00/Each	4,250.00
90 Inches	Auger penetration of bituminous concrete. (As Required)	6.50/Inch	585.00
84 Inches	Auger penetration of Portland cement concrete or brick (As Required)	19.00/Inch	1,596.00

<u>QUANTITY</u>	<u>WORK DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
125.0 L.F.	Bentonite backfill of bore holes including removal of excess auger cuttings.	\$ 7.20/Lineal Foot	\$ 900.00
4 Each	Set up and perform in-situ percolation tests at the proposed site.	250.00/Each	1,000.00
21 Each	Patching of bore hole penetrations. (As Required)	36.00/Each	756.00
50 Each	Visual classification of the soils including natural moisture content tests of select, representative soils.	4.25/Each	212.50
20 Each	Natural dry density tests of select, representative, cohesive soils.	7.60/Each	152.00
40 Each	Unconfined compression tests of select, representative cohesive soils including calibrated penetrometer tests.	6.80/Each	272.00
4 Each	Standard Proctor tests and Immediate Bearing Value tests of representative subgrade soils.	395.00/Each	1,580.00
8.0 Hours	Engineering consultation including analysis of the data and the preparation of a brief geotechnical engineering report of observations, professional opinions and recommendations.	110.00/Hour	<u>880.00</u>
ESTIMATED TOTAL FEE			\$15,943.90

If there are any questions or comments whatsoever in regard to this work proposal or the accompanying fee schedule, do not hesitate to contact us at your convenience. All miscellaneous expenses including secretarial services, printing costs, supervision and postage have been included in the above unit price fee structure. Of course, only those services actually performed by our personnel will be charged to our client.

Western Avenue Pavement
Improvements
Peoria, Illinois

- 5 -

March 30, 2017

Thank you sincerely for selecting Whitney & Associates to provide a proposal for geotechnical engineering services on this project. We trust that our over 50 years of geotechnical engineering experience in this area will be included in the overall evaluation of this proposal.

Respectfully submitted,
WHITNEY & ASSOCIATES

(By) 
James R. Krusemark, P. E.

JRK:rma

Enclosure: Whitney & Associates General Conditions

ACCEPTED AS QUOTED

(BY) _____

DATE

CONTACT / SCHEDULING SUPERVISOR

Scott M. Osmulski
1-309-673-2131
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WHITNEY & ASSOCIATES
PEORIA, ILLINOIS

WHITNEY & ASSOCIATES GENERAL CONDITIONS (GEOTECHNICAL AND CONSTRUCTION SERVICES)

THESE STANDARD TERMS AND CONDITIONS SHALL CONTINUE IN FORCE AND EFFECT DURING AND AFTER THE COMPLETION OF WHITNEY & ASSOCIATES EMPLOYMENT AND SHALL CONTROL ANY CONFLICTING TERM OR CONDITION UNLESS WHITNEY & ASSOCIATES AGREES OTHERWISE IN WRITING

1. PARTIES AND SCOPE OF WORK. "This Agreement" consists of Whitney & Associates (W&A) proposal, W&A's Schedule of Fees and Services, client's written acceptance thereof, if accepted by W&A, and these General Conditions. The terms contained in these General Conditions are intended to prevail over any conflicting terms in this Agreement. "Client" refers to the person or entity ordering the work to be done or professional services to be rendered by Whitney & Associates (except where distinction is necessary, either work or professional services are referred to as "services" herein). If client is ordering the services on behalf of another, client represents and warrants that client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "client" shall also include the principal for whom the services are being performed. Prices quoted and charged by W&A for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by client are adequate and sufficient for client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom the client transmits any report prepared by W&A. Unless otherwise expressly assigned in writing, W&A shall have no duty to any third party, and in no event shall W&A have any duty or obligation other than those duties and obligations expressly set forth in this Agreement. Ordering services from W&A shall constitute acceptance of W&A's proposal and these General Conditions. In addition, Client's acceptance of W&A's proposal and these General Conditions may be indicated by Client signing the proposal, and a facsimile copy or an electronic signature by Client shall be considered as an original signature by Client.

2. SCHEDULING OF SERVICES. The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If W&A is required to delay any part of its services to accommodate the requests or requirements of client, regulatory agencies, or other parties, or due to any cause beyond its reasonable control, client agrees to pay such additional charges, if any, as may be applicable.

3. ACCESS TO SITE. Client will arrange and provide such access to the site as is necessary for W&A to perform its services. W&A shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of its services or the use of its equipment, however, W&A has not included in its fee the cost of restoration of damage which may occur. If client desires or requires W&A to restore the site to its former condition, W&A will, upon written request, perform such additional work as is necessary to do so and client agrees to pay to W&A the cost thereof plus W&A's normal markup for overhead and profit.

4. CLIENT'S DUTY TO NOTIFY ENGINEER. Client represents and warrants that client has advised W&A of any known or suspected hazardous materials, utility lines and underground structures at any site at which W&A is to perform services under this Agreement.

5. DISCOVERY OF POLLUTANTS. W&A services shall not include investigation for hazardous substances, materials or wastes or petroleum products. "Hazardous materials, substances or wastes" (all cumulatively referred to herein as "hazardous substances") includes but is not limited to any substance, waste, pollutant or contaminant, in whatever form, now or hereafter included with such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. W&A shall not be liable for any contamination as a result of hazardous substances which may be encountered. In the event that hazardous substances are suspected by W&A, W&A's sole duty shall be to notify client and W&A has no duty to identify or attempt to identify within the project area.

6. MONITORING. If this Agreement includes testing construction materials or observing any aspect of construction or improvements, W&A will report its test results and observations as more specifically set forth elsewhere in this Agreement. Client shall cause all tests and inspections of the site, materials and work to be timely and properly performed in accordance with the plans, specifications, contract documents and W&A recommendations. No claims for loss, damage or injury shall be brought against W&A unless all tests and inspections have been so performed and unless W&A recommendations have been followed.

W&A services shall not include determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored or whose work is being tested. W&A services shall not include the authority to accept or reject work or to, in any manner, supervise the work of any contractor. W&A services or failure to perform same shall not in any way operate or excuse any contractor from the performance of its work in accordance with its contract. W&A services shall not include any responsibility or liability for the owner and/or contractor's site safety and/or operations of construction, including surface water management practices. "Contractor" as used herein shall include the general contractor, subcontractors, suppliers, architects, engineers and construction managers.

7. LIMITATIONS OF PROCEDURES, EQUIPMENT AND TESTS: Information obtained from borings, observations and analyses of sample materials shall be reported in formats considered appropriate by W&A unless directed otherwise by Client. Such information is considered evidence, but any inference or conclusion based thereon is necessarily an opinion also based on engineering judgment and shall not be construed as a representation of fact. The test report documents shall not be considered certification or guarantee that certain conditions have been met. Subsurface conditions may not be uniform throughout an entire site and ground water levels may fluctuate due to climatic and other variations. Construction materials may vary from the samples taken. W&A shall not be liable for diminution of value wherein the results of the investigation and evaluation may result in decreased value of a property or project. Unless otherwise agreed in writing, the procedures employed by W&A are not designed to detect intentional concealment or misrepresentation of fact by others. W&A services are being performed solely for client's benefit and no contractor, subcontractor, supplier, fabricator, manufacturer, tenant, occupant, consultant, or other third party shall have any claim against W&A as a result of its services.

8. SAMPLE DISPOSAL: Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of W&A report.

9. TERMINATION: This Agreement may be terminated by either party upon seven days prior written notice. In the event of termination, W&A shall be compensated by client for all services performed up to and including the termination date, including reimbursable expenses.

10. PAYMENT: The firm or individual engaging W&A is responsible for payment of charges unless W&A is notified in writing, prior to the time that the charges are incurred, that the engagement is on behalf of another party. Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within thirty (30) days at the rate of eighteen (18%) per annum (or the maximum interest rate permitted by applicable law, whichever is the lesser) until paid and W&A costs of collection of such accounts, including court costs and reasonable attorney's fees.

11. STANDARD OF CARE: W&A professional services will be performed, its findings obtained and its reports prepared in accordance with this Agreement and with generally accepted principles and practices. In performing its professional services, W&A will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. W&A may rely upon information supplied by the client engaging W&A or the contractor's or consultants involved, or information available from generally accepted reputable sources, without independent verification. In performing physical work in pursuit of its professional services, W&A will use that degree of care and skill ordinarily used under similar circumstances. This statement is in lieu of all other warranties or representations, either express or implied. Statements made in W&A reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

12. LIMITATION OF LIABILITY: Should W&A or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, client, all parties claiming through client and all parties claiming to have in any way relied upon W&A services or work agree that the maximum aggregate amount of damages for which W&A, its officers, employees and agents shall be liable is limited to \$10,000 or the total amount of the fee paid to W&A for its services performed with respect to the project whichever amount is greater.

In the event client is unwilling or unable to limit the damages for which W&A may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of client received within five (5) days of client's acceptance of W&A's proposal together with payment of an additional fee in the amount of 5% of W&A's estimated cost for its services (to be adjusted to 5% of the amount actually billed by W&A for its services on the project at time of completion), the limit damages shall be increased to \$50,000 or the amount of W&A's fee whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.

13. INDEMNITY: Subject to the provisions set forth herein, W&A and client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorney's fees arising or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees. In the event both are negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. W&A and client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement.

14. SUBPOENAS: W&A employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay W&A pursuant to W&A's then current Fee Schedule for any W&A employee(s) subpoenaed by any party as an occurrence witness as a result of W&A's services.

15. OTHER AGREEMENTS: W&A shall not be bound by any provision of agreement requiring or providing for arbitration of disputes or controversies arising out of this Agreement or any provision wherein W&A waives any rights to a mechanics lien, or any provision that conditions W&A's right to receive payment for its services upon payment to client by any third party. These General Conditions are notice, where required, that W&A shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Client acknowledges that no representations, warranties, undertakings or promises have been made other than and except those expressly contained herein. All understandings and agreements heretofore had among the parties respecting this transaction are merged in this Agreement. Unless expressly accepted by W&A in writing prior to delivery of W&A's services, client shall not add any conditions other than those contained in this Agreement. W&A's offer to provide services is conditioned on client's acceptance of all the terms and conditions set forth in these General Conditions without alteration or modification of any kind. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. The parties hereto consent to jurisdiction and venue in an appropriate Illinois State Court and for the County of Peoria, Peoria, Illinois, or the Federal District Court for the Mid-Central District of Illinois. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.