



**Local Public Agency
Engineering Services Agreement**

File No. 21-373



Using Federal Funds? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Agreement For <input type="text" value="MFT PE"/>	Agreement Type <input type="text" value="Supplement"/>	Number <input type="text" value="1"/>
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LOCAL PUBLIC AGENCY

Local Public Agency <input type="text" value="City of Peoria"/>		County <input type="text" value="Peoria"/>	Section Number <input type="text" value="19-00029-00-EG"/>	Job Number <input type="text"/>
Project Number <input type="text"/>	Contact Name <input type="text" value="Andrea Klopfenstein"/>	Phone Number <input type="text" value="(309) 494-8816"/>	Email <input type="text" value="aklopfenstein@peoriagov.org"/>	

SECTION PROVISIONS

Local Street/Road Name <input type="text" value="Glen Avenue"/>	Key Route <input type="text"/>	Length <input type="text" value="0.5"/>	Structure Number <input type="text"/>
Location Termini <input type="text" value="Sheridan Road to Knoxville Avenue"/>			<input type="button" value="Add Location"/> <input type="button" value="Remove Location"/>

Project Description

Engineering Funding	<input checked="" type="checkbox"/> MFT/TBP	<input type="checkbox"/> State	<input checked="" type="checkbox"/> Other	<input type="text" value="Municipal revenues"/>
Anticipated Construction Funding	<input checked="" type="checkbox"/> Federal	<input checked="" type="checkbox"/> MFT/TBP	<input type="checkbox"/> State	<input type="checkbox"/> Other

AGREEMENT FOR

Phase I - Preliminary Engineering Phase II - Design Engineering

CONSULTANT

Consultant (Firm) Name <input type="text" value="Crawford, Murphy & Tilly, Inc."/>	Contact Name <input type="text" value="Emily Munday"/>	Phone Number <input type="text" value="(309) 680-1306"/>	Email <input type="text" value="emunday@cmtengr.cm"/>
Address <input type="text" value="203 Harrison Street"/>	City <input type="text" value="Peoria"/>	State <input type="text" value="IL"/>	Zip Code <input type="text" value="61602"/>

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA 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.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge Contractor	A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Direct Costs Check Sheet
- EXHIBIT D: Qualification Based Selection (QBS) Checklist
- EXHIBIT E: Cost Estimate of Consultant Services Worksheet (BLR 05513 or BLR 05514)
- _____
- _____
- _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See Exhibit C).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit D).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

- (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
- (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

Percent

Lump Sum

Specific Rate

Cost plus Fixed Fee: Anniversary

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where $FF = (0.33 + R) DL + \%SubDL$, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this Agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
- has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
 - has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- Publishing a statement:
 - Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - Specifying actions that will be taken against employees for violations of such prohibition.
 - Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - abide by the terms of the statement; and
 - notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- Establishing a drug free awareness program to inform employees about:
 - The dangers of drug abuse in the workplace;

- (2) The grantee's or contractor's policy to maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
11. For Preliminary Engineering Contracts:
- (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant	TIN/FEIN/SS Number	Agreement Amount
Crawford, Murphy & Tilly	37-0844662	\$96,184.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
-		
Subconsultant Total		
Prime Consultant Total		\$96,184.00
Total for all work		\$96,184.00
Add Subconsultant		

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The Local Public Agency Type of Name of Local Public Agency

By (Signature & Date)

Name of Local Public Agency Local Public Agency Type Clerk

By (Signature & Date)

Title

(SEAL)

Executed by the ENGINEER:

Consultant (Firm) Name

Attest:

Crawford, Murphy & Tilly, Inc.

By (Signature & Date) *Emily Munday*
Digitally signed by Emily Munday
Date: 2021.11.05 13:49:57-05'00'

Title
Project Engineer

By (Signature & Date) *Eric Hansen*
Digitally signed by Eric Hansen
Date: 2021.11.05 12:24:46
-05'00'

Title
Vice President

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

Thomas G. Starnes 010322

City of Peoria

Peoria

19-00029-00-EG

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

This Supplemental Agreement includes additional services that were not included in the original Agreement dated February 1, 2021 and approved by IDOT on March 11, 2021.

The additional services are:

- >Land acquisition efforts to obtain Temporary Construction Easements from 6 additional property owners.
- >Design and construction details for two cast-in-place concrete retaining walls.
- >Additional efforts necessary to conduct a virtual Public Meeting using Zoom software platform.
- >Data collection, and engineering analysis to prepare a Transportation Management Plan for the detour route.
- >Hazardous Material investigations and preparation of Preliminary Site Investigations for two properties.
- >Preparation of additional construction plan sheets that were not included in the original Agreement.
- >Additional coordination effort with IDOT to obtain approvals of Project Development and Design documents.

Refer to the attached tabulation of hours (pages A-1 and A-2) which is the same format as the original Agreement.

Estimate of Effort by Task

FIRM NAME: Crawford, Murphy & Tilly, Inc.
 ROUTE: Glen Avenue
 WORK ORDER: _____ DATE: 11/05/21

		Supplement #1		Supplement		
Task				Hours		
Management, Data Collection and Property Records						
1.	Project Management					
	Monthly invoices			32		
	Coordination with City & IDOT			16		
	Quality Assurance Plan					
				48		
	Sub-total					
2.	Route Surveys					
	Horizontal and Vertical Control					
	Topographic Features along Roadway – 10 feet beyond ROW					
	Existing property pins along the street					
	Supplemental Drone Survey					
	Mapping of ROW and Topography					
				0		
	Sub-total					
3.	Utility & Property Data Collection					
	Review of utility as-builts and records					
	Title commitments and document search					
	Utility company coordination (9 companies @ 4hrs each)					
				0		
	Sub-total					
Project Development (Phase I)						
4.	Environmental Review					
	Environmental Survey Request					
	Preliminary Environmental Site Assessment (PESA) – LPA ROW			8		
	PSI Report (2 properties)					
				8		
	Sub-total					
5.	Project Studies					
	Alignment Studies					
	Sheridan Rd Intersection Design Studies					
	Knoxville Ave. Intersection Design Studies					
	Drainage Studies					
	Geotechnical Report/Pavement Design					
	Design Exceptions					
	Commitments					
	Project Development Report (PDR)					
	Transportation Management Plan & Traffic Impacts			80		
				80		
	Sub-total					
6.	Public Involvement (Virtual Meeting format)			24		
				24		
	Sub-total					
Plan Development (Phase II)						
7.	Construction Plans		# of Shts	Hrs/Sht		
	Cover Sheet & General Notes	2	2	0	4	0
	Alignment Control, Ties, & Benchmarks	3	3	0	8	0
	Summary of Quantities & Schedules	5	8	3	8	24
	Typical Sections	2	4	2	16	32
	Removal Plans	3	3	0	20	0
	Detour Plan		1	1	20	20
	Stage Construction Plans	6	8	2	20	40
	Plan & Profile Sheets (5 Street and 5 Storm Sewer)	10	12	2	20	40
	Storm Water Pollution Prevention Plan	3	4	1	10	10

Estimate of Effort by Task

FIRM NAME: Crawford, Murphy & Tilly, Inc.
 ROUTE: Glen Avenue
 WORK ORDER: _____ DATE: 11/05/21

	Supplement #1			Supplement Hours
Task				
Jointing Plan	3	3	16	48
Intersection Grading Plans	8	8	0	16
Pavement Marking & Signing Plans	3	3	0	4
Traffic Signal Plans (if needed)	2	1	-1	50
Lighting Plans (if needed)	0	0	0	12
Miscellaneous Details	6	6	0	8
Cross Sections	20	33	13	6
	73	99	26	Sub-total 242
8. Special Provisions & Estimate of Cost and Time				
Incorporation of quantities and provisions for retaining walls				4
Incorporation of quantities and provisions for special waste				4
Pedestrian Crossing				4
				Sub-total 8
9. Land Acquisition Services (6 additional parcels, 20 estimated originally)				
Waiver Valuations complete by LPA				24
Negotiations & Certification Documents				120
				Sub-total 144
10. Retaining Wall Design				40
				Sub-total 40
11. Shop Drawing Review				40
				Sub-total 40
				TOTAL 626

Local Public Agency	County	Section Number
City of Peoria	Peoria	19-00029-00-EG

**EXHIBIT B
PROJECT SCHEDULE**

The original Agreement schedule was anticipated to be 9 months beginning on March 1, 2021. This schedule was based on a March 11, 2022 Letting date and milestone approval dates published in the District 4 proposed Schedule for Federally Funded State Letting Projects. As of the date of this Supplement, the letting date may be changed to a later letting date. This Supplement also includes time for Shop Drawing review services during the construction phase. The Schedule provided in the attached Exhibit E is 18 months beginning March 1, 2021 and concluding August 31, 2022.

City of Peoria

Peoria

19-00029-00-EG

**Exhibit C
Direct Costs Check Sheet**

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

Item	Allowable	Quantity	Contract Rate	Total
<input type="checkbox"/> Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			
<input type="checkbox"/> Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			
<input type="checkbox"/> Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			
<input type="checkbox"/> Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			
<input type="checkbox"/> Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			
<input type="checkbox"/> Vehicle Rental	Actual cost (Up to \$55/day)			
<input type="checkbox"/> Tolls	Actual cost			
<input type="checkbox"/> Parking	Actual cost			
<input type="checkbox"/> Overtime	Premium portion (Submit supporting documentation)			
<input type="checkbox"/> Shift Differential	Actual cost (Based on firm's policy)			
<input type="checkbox"/> Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Project Specific Insurance	Actual Cost			
<input type="checkbox"/> Monuments (Permanent)	Actual Cost			
<input type="checkbox"/> Photo Processing	Actual Cost			
<input type="checkbox"/> 2-Way Radio (Survey or Phase III Only)	Actual Cost			
<input type="checkbox"/> Telephone Usage (Traffic System Monitoring Only)	Actual Cost			
<input type="checkbox"/> CADD	Actual cost (Max \$15/hour)			
<input type="checkbox"/> Web Site	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Advertisements	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Recording Fees	Actual Cost			
<input type="checkbox"/> Transcriptions (specific to project)	Actual Cost			
<input type="checkbox"/> Courthouse Fees	Actual Cost			
<input type="checkbox"/> Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Testing of Soil Samples	Actual Cost			
<input type="checkbox"/> Lab Services	Actual Cost (Provide breakdown of each cost)			
<input type="checkbox"/> Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			
<input checked="" type="checkbox"/> Traffic Count Data Collection by digital camera		1	\$4,500.00	\$4,500.00
<input checked="" type="checkbox"/> PSI - Soil samples and testing		2	\$4,750.00	\$9,500.00
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
Total Direct Costs				\$14,000.00



August 5, 2021

Fuhrmann Engineering, Inc.
1022 Eastport Plaza Drive
Collinsville, IL 62234

RE: Project Name: Glen Avenue (Sheridan to Knoxville)
CMT Client: Peoria, IL CMT Job # 20006003.00

Dear Mr. Schmidt:

The following conditions amend the original agreement letter dated April 15, 2021. This will confirm our acceptance of your proposal for providing additional professional services on the above referenced project. Acceptance of your proposal is contingent upon your acceptance of the following conditions related to the performance of your services:

Scope of Work

1. Preliminary on-line investigations to determine camera placement.
2. Rapid deployment of equipment to collect 13 hours of video (6am to 7pm) on three (3) normal weekdays (8/10/2021-8/12/2021) at the following intersections:
 - a. Sheridan Road & Lake Avenue (40° 44.370' N, 89° 36.183' W)
 - b. Knoxville Avenue & Lake Avenue (40° 44.364' N, 89° 35.602' W)
3. Process 78 hours (2 intersections, 3 days each, 13 hours per intersection) of collected video to determine traffic data.
4. Provide access to Traffic Study via Miovision Datalink.

Payment

The total payment for additional services for the above scope of work shall be a Lump Sum of \$4,500. FE shall submit one invoice by email to ap@cmtengr.com once the work has been completed and CMT has received the traffic study data. The invoice shall provide the following information: 1. CMT job number provided in the subject line of this agreement, 2. Project name provided in the subject line of this agreement, 3. Date this Agreement was executed, 4. Date work was started and completed.

CMT shall pay FE within 30 days of receiving payment from CMT's Client for the work performed by FE. CMT submits invoices to our Client on a monthly basis.

If you find the terms and conditions described herein satisfactory, please indicate your acceptance in the space below and return one copy for our files.

Sincerely,

CRAWFORD, MURPHY & TILLY, INC.

Eric J. Hansen, PE
Vice President

Accepted Date: 8/6/2021

Fuhrmann Engineering, Inc.

Name: BRIAN SCHMIDT

Title: SENIOR TRANSPORTATION MANAGER

SHORT FORM OF AGREEMENT
 BETWEEN CLIENT AND FIRM
 FOR
 PROFESSIONAL SERVICES

THIS IS AN AGREEMENT, between **Crawford, Murphy & Tilley, Inc.** (Client) and **Fuhrmann Engineering, Inc.** (Firm), effective as of Client's signature date on the last page of this agreement.

This Agreement will serve as authorization to perform engineering services for **Glen Avenue Traffic Data Collection at Knoxville Avenue and Lake Avenue.**

Scope of Services:

In connection to the above, Firm will perform the following services:

- Preliminary on-line investigations to determine camera placement.
- Rapid deployment of equipment to collect 13 hours of video (6am to 7pm) on three (3) normal weekdays (8/10/2021 – 8/12/2021) at the following intersections:
 - Sheridan Road & Lake Avenue (40° 44.370' N, 89° 36.183' W)
 - Knoxville Avenue & Lake Avenue (40° 44.364' N, 89° 35.602' W)
- Process 78 hours (2 intersections, 3 days each, 13 hours per intersection) of collected video to determine traffic data.
- Provide access to Traffic Study via Miovision Datalink.

Compensation:

The Client will compensate Firm for the work specified above, based on a **LUMP SUM of \$4,500.00.**

Client and Firm further agree as follows:

GENERAL CONDITIONS

Payment Due:

Invoices shall be submitted by the Firm, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date or will be considered past due.

Interest:

If payment in full is not received by the Firm within 30 calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

Collection Costs:

If the Client fails to make payments when due and the Consultant incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to the Consultant. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Consultant staff costs at standard billing rates for the Consultant's time spent in efforts to collect. This obligation of the Client to pay the Consultant's collection cost shall survive the term of this Agreement and any earlier termination by either party.

Suspension of Services:

If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Firm may suspend performance of services upon sixty (60) calendar days' notice to the Client. The Firm shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, the Firm shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Firm to resume performance.

Termination of Services:

If the Client fails to make payment to the Firm in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the Firm.

Set-Offs, Back-charges, Discounts:

Payment of invoices shall not be subject to any discounts or set-offs by the Client unless agreed to in writing by the Firm. Payment to the Firm for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

Permits and Approvals:

The Firm shall assist the Client in applying for those permits and approvals required by law for projects similar to the one for which the Firm's service are being engaged. This assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents and other services normally provided by the Firm and included in the Scope of Services of this Agreement.

Ownership of Instruments of Service:

The Client acknowledges the Firm's survey and construction documents, including CADD or other electronic files, as the work papers of the Firm and the Firm's instruments of professional service. Nevertheless, the final survey and construction documents prepared under this agreement shall become the property of the Client upon completion of the service and payment in full of all monies due to the Firm. The Client shall not reuse or make any modification to the survey and construction documents without the prior written authorization of the Firm. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Firm, its officers, directors, employees and subconsultants (collectively, Firm) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the survey and construction document by the Client or any person or entity that acquires or obtains the survey and construction documents from or through the Client without the written authorization of the Firm.

Under no circumstance shall the transfer of ownership of the Firm's drawings, specifications, CADD or other electronic files or other instruments of service be deemed a sale by the Firm, and the Firm makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the Firm's copyrights in any of the foregoing, full ownership of which shall remain with the Firm, absent the Firm's express prior written consent.

Indemnification:

The Client shall indemnify and hold harmless the Firm and all of its personnel from and against any and all claims, damages, losses and expenses (including all attorney's fees) arising out of or resulting from the performance of the services, providing that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, or any one directly or indirectly employed by the Client (except the Firm), or anyone for whose acts Client may be liable.

Risk Allocation:



In recognition of the relative risks, rewards and benefits of the project to both the Client and Firm and in further recognition of the inability of the parties to predict or anticipate the amount of damages that might or could be occasioned by virtue of the breach of this agreement by Firm, the parties agree that damages as such should be agreed upon in a liquidated amount and the risks under this agreement have been allocated such that the Client agrees, to the fullest extent permitted by law, the Firm's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any clauses, shall not exceed the Firm's fee. Such costs include, but are not limited to the Firm's negligence (but not willful or intentional acts of Firm or its employees) errors, omissions, strict liability in tort, breach of contract, or breach of warranty.

Entirety of Agreement/Extension of Liabilities:

The parties agree that this document contains their entire agreement with the regard to the subject matter hereof and no promise or inducement of any type or nature exists between the parties other than the covenants and agreements as are herein expressed. Further, the parties agree that all of the terms hereof shall be mutually binding upon their respective heirs at law, devisees, legatees (where applicable) and their respective successors and assigns.

Applicable Laws:

Unless otherwise specified, this agreement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have exercised this Agreement, the Effective Date of which is indicated below as date signed by Client.

CLIENT:

FIRM:

By: _____

By: _____

Print name: _____

Print name: Brian Schmidt, P.E., PTOE

Title: _____

Title: Senior Transportation Manager

Date Signed: _____

Date Signed: _____

Address for Client giving notices:

Address for Firm giving notices:

Crawford, Murphy & Tilly, Inc.
203 Harrison Street
Peoria, IL. 61602

Fuhrmann Engineering, Inc.
1022 Eastport Plaza Drive
Collinsville, IL 62234

SHORT FORM AGREEMENT



Mr. Paul M. Van Metre, P.E.
 Andrews Engineering, Inc.
 3300 Ginger Creek Drive
 Springfield, IL 62711

November 2, 2021

Re: CMT File: 20006003.00

Glen Avenue (Sheridan to Knoxville)
 Section 18-00029-00-PV

Dear Mr. Van Metre:

The following conditions amend the original agreement letter dated April 26, 2021. This will confirm our acceptance of your proposals for providing additional professional services on the above referenced project. Acceptance of your proposals is contingent upon your acceptance of the following conditions related to the performance of your services:

Scope of Work

The scope of services shall include providing professional services for the above referenced project and related work as determined and in accordance with the scope of services provided to CMT on October 25, 2021 (Attachment A).

Payment

Payment for services outlined in your proposal shall be at the unit prices for the various services shown in Attachment A. Payments will be made on an hourly and expense basis and the total payment for all services shall not exceed \$9,500 without prior authorization by CMT. Payments by CMT to AE shall be made as soon as possible after statements are received and CMT receives payment from the CITY OF PEORIA for the services performed by AE.

We look forward to working with you on this project. If you find the terms and conditions described herein satisfactory, please indicate your acceptance in the space below and return one copy for our files.

Sincerely,

CRAWFORD, MURPHY & TILLY, INC.

Eric J. Hansen, P.E.

Vice President

ACCEPTED FOR ANDREWS ENGINEERING

By

Date

11/05/2021

Crawford, Murphy & Tilly

Centered in Value

File No. M-373

Local Public Agency
Peoria, IL

County
Peoria

Section Number
19-00029-00-EG

AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultants Services Worksheet Fixed Raise

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Project Management			Route Surveys			Utility & Property Data Collection			Environmental Review			Project Studies		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	78.00	0.0																	
Project Engineer II	67.95	32.0	5.05%	3.43	16	33.33%	22.65												
Project Engineer I	52.79	98.0	15.46%	8.16	32	66.67%	35.19						8	100.00%	52.79	20	25.00%	13.20	
Proj Structural Engineer I	52.43	0.0																	
Senior Engineer I	39.20	144.0	22.71%	8.90												30	37.50%	14.70	
Technical Manager II	48.17	12.0	1.89%	0.91															
Senior Planner I	41.44	100.0	15.77%	6.54															
Sr. Structural Eng. II	51.63	36.0	5.68%	2.93															
Sr. Structural Eng. I	39.76	74.0	11.67%	4.64												30	37.50%	14.91	
Structural Engineer I	30.67	0.0																	
Engineer I	31.03	94.0	14.83%	4.60															
Planner I	29.40	0.0																	
Technical Manager I	30.36	0.0																	
Land Surveyor	43.52	0.0																	
Senior Technician II	48.19	0.0																	
Senior Technician I	37.75	44.0	6.94%	2.62															
Technician II	31.60	0.0																	
Technician I	26.66	0.0																	
Admin Asst / Accountant	20.71	0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
TOTALS		634.0	100%	\$42.73	48.0	100.00%	\$57.84	0.0	0%	\$0.00	0.0	0%	\$0.00	8.0	100%	\$52.79	80.0	100%	\$42.81

File No. 21-372

Local Public Agency
Peoria, IL

County
Peoria

Section Number
19-00029-00-EG

AVERAGE HOURLY PROJECT RATES
Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Public Involvement			Construction Plans			Special Provisions & Estimates			Land Acquisition Services			Retaining Wall Design			Shop Drawing Review					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Principal	78.00																					
Project Engineer II	67.95																					
Project Engineer I	52.79	4	16.67%	8.80	16	6.61%	4.49															
Proj Structural Engineer I	52.43				32	13.22%	6.98	2	25.00%	13.20												
Senior Engineer I	39.20	8	33.33%	13.07	64	26.45%	10.37	2	25.00%	9.80												
Technical Manager II	48.17	12	50.00%	24.09																		
Senior Planner I	41.44																					
Sr. Structural Eng. II	51.63																					
Sr. Structural Eng. I	39.76				12	4.95%	2.56	4	50.00%	25.82												
Structural Engineer I	30.67				24	9.92%	3.94															
Engineer I	31.03				94	38.84%	12.05															
Planner I	29.40																					
Technical Manager I	30.36																					
Land Surveyor	43.52																					
Senior Technician II	48.19																					
Senior Technician I	37.75																					
Technician II	31.60																					
Technician I	26.66																					
Admin Asst / Accountant	20.71																					
TOTALS		24.0	100%	\$45.95	242.0	100%	\$40.40	8.0	100%	\$48.81	144.0	100%	\$40.31	40.0	100%	\$42.59	40.0	100%		40.0	100%	\$42.31