

Municipality City of Peoria	<b>L O C A L  A G E N C Y</b>	<b>CONSTRUCTION ENGINEERING SERVICES AGREEMENT</b>   <b>CITY OF PEORIA</b>	<b>C O N S U L T A N T</b>	Name Hermann & Associates, LLC
Township Peoria				Address 4603 North Galena Road
County Peoria				City Peoria Heights
Section 14-00366-00-SP				State Illinois

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ 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 Flashing Yellow Arrow Installation  
Flashi  
Route \_\_\_\_\_ Length n/a Mi. \_\_\_\_\_ FT (Structure No. \_\_\_\_\_ )

Termini 27 intersections within City of Peoria

Description:  
Provide Construction Engineering and documentation services for the HSIP grant administered through IDOT District 4's BLR.

**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.  Furnish or cause to be furnished:
  - (1) A resident construction supervisor, inspectors, and other technical personnel to perform the following work:
    - a. Daily observations of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
    - b. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
    - c. Revision of contract drawings to reflect as built conditions.
    - d. Preparation and submission to the LA in the required form and number of copies, all partial and final pay estimates, change orders, records and reports required by the LA and the DEPARTMENT.
  - (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plans 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 ~~as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark: on an expense basis as computed in the attached Estimate.~~

- ~~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~~

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

~~Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.~~

2. ~~To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus \_\_\_\_\_ percent to cover profit, overhead and readiness to serve "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.~~

~~"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.~~

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made without retainage as soon as practicable after the services have been performed in accordance with the following schedule: The ENGINEER shall submit invoices on a monthly basis, and the LA shall make payment on a monthly basis.

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 plus \_\_\_\_\_ percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as in paragraph 2 of THE LA AGREES. all services performed to that point and for any related services requested by the LA to abandon the project.

5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pay the ENGINEER for such changes ~~on the basis of actual cost plus \_\_\_\_\_ percent to cover profit, overhead and readiness to serve "actual cost" being defined as in paragraph 2 of THE LA AGREES.~~ It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

---

**It is Mutually Agreed,**

1. ~~That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.~~
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. ~~That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.~~
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

City of Peoria \_\_\_\_\_ of the  
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By \_\_\_\_\_

By \_\_\_\_\_

Clerk

Title \_\_\_\_\_

(Seal)

Executed by the ENGINEER:

Hermann & Associates, LLC

4603 North Galena Road

ATTEST:

Peoria Heights, IL 61616

By \_\_\_\_\_

By Alicia Ham

Title PROJECT MANAGER

Title Principal member

Approved

\_\_\_\_\_  
Date

Department of Transportation

\_\_\_\_\_  
Regional Engineer



CITY OF PEORIA - FLASHING YELLOW ARROWS		Total Manhours				Classifications		
		Sheets or Items	Hours per Sheet/Item	Estimated Total Hours	Total Hours	Project Manager	Engineer II	Administrator
<b>1 PROJECT MANAGEMENT/ADMINISTRATION/COORDINATION</b>								
Project Management & QC/QA	1	32	32	32	32	\$115,633	\$69,900	\$55,000
<b>2 CONSTRUCTION ENGINEERING</b>								
Project Setup - ICORS file, Pre-con mtg, Matl Doc Req'ts, IDOT forms, etc.	1	40	40					
On-Site Inspection, Daily Diary Entries, IDR's, Daily Measurements & Quantities, Resident's Weekly Reports, Traffic Control Inspection & Reports, RE Memos, Authorizations, Pay Estimates, Daily ICORS Entries, Payroll Reports, EEO Reports, Wage Rate Interviews, Material Inspection, Punch List, & Final Inspection	1	360	360	460		460		
Project Closeout - Performance Eval's, Final Doc. Review, Final Report, Material Doc, ICORS	1	60	60					
<b>3 ADMINISTRATION</b>								
Administration	1	10	10	10				10
SUBTOTAL HOURS PER CLASSIFICATION								
			502	502	32	\$3,700	\$32,154	\$550
SUBTOTAL COST PER CLASSIFICATION								
<b>SUBTOTAL FOR PROFESSIONAL SERVICES</b>								
ESTIMATED MISCELLANEOUS DIRECT COSTS (Mileage @ IRS \$0.575/mile rate)								
<b>TOTAL FOR PROFESSIONAL SERVICES</b>								
							<b>\$36,404</b>	<b>\$920.00</b>
							<b>\$37,324.16</b>	