

POST COUNCIL REPORT

For the meeting of 07/11/2016

Council Comments/Questions/Concerns

- ❖ Following Jim Wolf's financial report, Councilman Orrick asked for a breakdown of insurance costs for the 4th quarter 2016. Health Insurance accounted for \$4,113,031. Work Comp and Liability was \$1,277,939 and the rest was employee paid section 125 claims.
- ❖ Councilman Golden asked about several projects.
- ❖ We paid Farnsworth \$10,085 for the Hecker Ct bid specs and \$10,752 for the 5th Street Alley bid specs. Attached is a copy of the agreement with Farnsworth.
- ❖ The engineering for 5th Street came out of Sewer, as it is eligible for either Sewer or Tif. Construction will come out of Tif.
- ❖ The HVAC contract was paid on a monthly basis and therefore, we simply did not pay for the remainder of the contract year.
- ❖ The Parkway Sidewalk project engineer was Midwest Engineering at a cost of \$9,803.
- ❖ At the previous council meeting, the condition of an office in the transportation building was brought up. The carpeting had been pulled out and the tile stripped and waxed to the satisfaction of the occupant before that meeting. She is not sure why it was brought up.
- ❖ The Shire/Cambridge project has been moving along for some time now. The money to finish the project is in this year's budget in the Storm Water Fund. Per the budget, the City will get a loan in the amount of \$1,200,000 to be repaid with revenue from the Storm Water Fee which was to be enacted in this fiscal year. That being said, if Council decides to retract the resolution for the Storm Water Fee, the project will come to a halt.

Public Comments/Questions

- ❖ The scrap metal money, that Elaine Richey referred to, is provided to Finance department for deposit.
- ❖ The report from the police department regarding reports is in compliance with state statutes:

102. On or before August 1 of each calendar year, every law enforcement agency is required to submit racial profiling information and other data required to be collected from traffic stops during January through June of the previous calendar year to the Illinois Department of Transportation. 625 ILCS 5/11-212.

- ❖ Stolen or lost bikes are the responsibility of the police department and are only released under their instruction. Most of the bikes are given to the Boys & Girls Club. Some high dollar bikes are locked up in separate storage and even after the release date will be held for future auction or other purposes approved by the police department.
- ❖ The liquor commission is still exploring possibilities for the City regarding gaming licenses and liquor licenses. Some ideas are being explored by staff and corporation council. It is our understanding that it will be a matter of discussion at the next liquor commission and then it might come to council upon their

recommendation. The liquor commission wants to bring a fair and complete proposal to the Council.

- ❖ We listened to the tape of the previous council meeting and did not hear any curse words.
- ❖ The police were called about the signs and prior to the mention of Ms. Richey at the council meeting and they found no state statutes appear to have been violated by the City of Pekin staff members.

Respectfully,

Angie Evans
Asst Finance Director



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January 26, 2010

City of Pekin
111 S. Capitol Street
Pekin, IL 61554

Attention: Joe Wuellner
Director of Public Works

Re: Annual Agreement for Professional Engineering Services

Dear Joe,

As discussed in our meeting on January 21, 2010, I have prepared the attached Agreement for review and consideration by the City of Pekin.

As project needs are identified by staff throughout the course of the year a task order scope letter and cost estimate for City approval will be prepared prior to proceeding with any Project work. This standard Agreement approach provides a convenient way for staff to address Engineering needs as they develop. Negotiations on scope and project budget will be completed with each task order in advance of council approval as required.

Please call for any questions at any time.

Respectfully,

FARNSWORTH GROUP, INC.

A handwritten signature in blue ink, appearing to read 'P.J. Sheridan'.

Patrik J. Sheridan, P.E.

Pekin General



**CITY OF PEKIN, ILLINOIS
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**

AGREEMENT is effective this 8th day of February in the year 2010 between Farnsworth Group, Inc. hereinafter referred to as FGI, of 2709 McGraw Drive, Bloomington, IL 61704 and the City of Pekin of 111 S. Capitol St., Room 242, Pekin, IL 61554, hereinafter referred to as the CLIENT.

It is hereby agreed that:

1. From time to time during the term of this Agreement, FGI shall provide professional engineering/architectural services for various projects of scope and schedule agreed upon by FGI and the CLIENT. For each project, FGI shall provide a project task order letter proposal including scope of work, schedule for completion, and an estimate of fee for services to be rendered.
2. Each project task order proposal shall reference, as applicable to the work, the GENERAL CONDITIONS attached hereto.
3. FGI shall not proceed with work on any project without CLIENT approval of the task order letter proposal.
4. The CLIENT shall reimburse FGI for services on the basis of actual time and expense incurred.

This Agreement and the attached General Conditions represent the entire and integrated Agreement between the CLIENT and FGI and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and FGI.

FARNSWORTH GROUP, INC.

Signature

Patrik J. Sheridan, P.E.

Typed Name

Engineering Manager

Title

Date

1-27-2010

City of Pekin, Illinois

Client

Signature

Rusty L. Dunn

Typed Name

Mayor

Title

Date

February 22, 2010

Date: 2/8/10

Client: City of Pekin

Project: Annual Agreement for Professional Engineering Services

Reference Conditions: Farnsworth Group, Inc. will hereinafter be referenced as FGI and the above referenced Client will be referred to as Client. The Project may be hereinafter referenced either as the "Project" or by abbreviation as above set forth.

Subcontracting: FGI shall have the right to subcontract any and all services, duties, and obligations hereunder, in whole or in part, without the consent of Client.

Change Order: The term "Change Order" as used herein is a written order to FGI and signed by FGI and Client, after execution of this Agreement, authorizing a change in the services, including additions or deletions and/or change of prices for such services. Each Change Order shall be considered an amendment to this Agreement.

Severability: The provision of this Agreement shall be severable, and if any clause, sentence, paragraph, provision, or other part hereof shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder hereof, which remainder shall continue in full force and effect.

Billings/Payments: Invoices for services shall be submitted at FGI's option either upon completion of such services or on a periodic basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, FGI may, without waiving any claim or right against the Client and without liability whatsoever to the Client, suspend and/or terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments: Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.50% on the then unpaid balance (18.0% true annual rate) at the sole election of FGI. The Client shall pay all costs of collection including reasonable attorney's fees.

Waiver: No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

Force Majeure: Obligations of either party under this Agreement shall be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying herewith, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation, or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created, inability to secure materials or obtain necessary permits, provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

Compliance With Law: In the performance of services to be provided hereunder, FGI and Client agree to comply with applicable federal, state, and local laws and ordinances and lawful order, rules, and regulations of any constituted authority.

Applicable Law: The validity, performance, and construction of this Agreement shall be governed by and construed according to the laws of the State of Illinois.

Ownership of Instruments of Service: Any drawing, reports and data in any form, including electronic media (documents) generated by FGI, are Instruments of Service of FGI. Nevertheless, the documents shall become the property of the Client upon payment in full of all monies due FGI. The Client agrees not to reuse the documents for any purpose other than for the Project. The Client further agrees to waive all claims against FGI resulting in any way from any use or reuse of the documents and electronic files for any other project by anyone other than FGI. Electronic files furnished by FGI shall be subject to an acceptance period of thirty (30) days after which the electronic files shall be deemed accepted and FGI shall have no obligation to correct errors or maintain them. Differences may exist between the electronic files and the printed hard-copy documents. In the event of a conflict between the hardcopy documents prepared by FGI and electronic files, the hard copy documents shall govern. Client agrees to defend against all damages, liabilities or costs arising from any changes made by anyone other than FGI or from any reuse of the documents without the prior written consent of FGI. Delivery of the documents for use by the Client shall not be deemed a sale. FGI makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

Standard of Care: The services will be performed for the exclusive benefit of Client. Services performed by FGI under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. Except as set forth herein, FGI makes no other representation, guarantee or warranty, express or implied, in fact or by law, whether of merchantability, fitness for any particular purpose or otherwise, concerning any of the services which may be furnished by FGI or Client, or in any report, opinion, document or otherwise.

Limitation of Liability: Client agrees to limit FGI's liability to Client arising from negligent professional acts, errors, or omissions, such that FGI's total aggregate liability shall not exceed \$50,000.00 or the total fee for this contract, whichever is greater. If Client prefers to have higher limits of professional liability coverage, FGI agrees, upon receipt of Client's written request at the time of accepting our Proposal, to increase the limits of liability up to a maximum of \$1,000,000.00 at an additional cost of 5 percent of the total fee or \$500.00, whichever is greater. FGI is not responsible for any special, incidental, indirect, or consequential damages (including loss of profits), incurred by Client as a result of FGI's performance or nonperformance of its service. Any claim shall be deemed waived unless made by Client in writing and received by FGI within one (1) year after completion of the service.

Opinions of Cost: Since FGI has no control over the cost of labor, materials or equipment, or over a contractor's method of determining prices, or over competitive bidding or market conditions, FGI's opinions of probable project cost or construction cost for this Project will be based solely upon its own experience with construction, but FGI cannot and does not guarantee that proposals, bids, or the construction cost will not vary from its opinions of probable cost. If the Client wishes greater assurance as to the construction cost, Client should employ an independent cost estimator.

Confidentiality: Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not reveal such information to any third party. However, nothing herein is meant to preclude either disclosing and/or otherwise using confidential information (i) when the confidential information is actually known to the receiving party before being

obtained or derived from the transmitting party; or (ii) when confidential information is generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; or (iii) where the confidential information is obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereof.

Indemnification: FGI agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by FGI's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom FGI is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless FGI, its officers, directors, employees and subconsultants (collectively, FGI) against damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors, FGI or anyone for whom the Client is legally liable. Neither the Client nor FGI shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Term: Unless sooner terminated or extended as provided herein, this Agreement shall remain in full force and effect from the date first written on the first page of this Agreement until the date of completion of the services or either party becomes insolvent, makes an assignment for the benefit of creditors, or a bankruptcy petition is filed by or against it. Either party may terminate this Agreement at any time by giving written notice of such termination to the other party. Upon such termination of this Agreement, Client shall pay and reimburse FGI for services rendered and costs incurred by FGI prior to the effective date of termination. The indemnification of FGI by Client wherever stated herein shall survive the termination of this Agreement regardless of cause of termination.

Subpoenas: The Client is responsible after notification, for payment of time charges and expenses resulting from the required response by FGI to subpoenas issued by any party other than FGI in conjunction with the services performed under this Agreement. Charges are based on fee schedules in effect at the time the subpoena is served.

Precedence: These Standards, Terms, and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding FGI's services.

Applicability: These General Conditions, being part of a Professional Service Agreement between the parties above listed, shall by agreement of said parties delete paragraphs that have been crossed out and initialed by both parties as not being applicable to this Project. In all other instances, the parties reaffirm the listed paragraphs in this document.

Fee Schedule: Where lump sum fees have been agreed to between the parties, they shall be so designated in the Agreement attached hereto and by reference made a part hereof. Where fees are based upon hourly charges for services and costs incurred by FGI, they shall be based upon the hourly fee schedule annually adopted by FGI, as more fully set forth in Appendix A attached hereto and by reference made a part hereof. Such fees in the initial year of this Agreement shall be those represented by Appendix A, and these fees will annually change at the beginning of each calendar year after the date of this Agreement.

Right of Entry: Client shall provide for FGI's right to enter property owned by Client and/or others in order for FGI to fulfill the scope of services for this Project. Client understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not part of this Agreement.

Aquifer Contamination: Subsurface sampling may result in contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous substances or pollutants off-site. Because subsurface sampling is a necessary aspect of the work that FGI will perform on Client's behalf, Client waives any claim against FGI and agrees to defend, indemnify, and hold FGI harmless from any claim or liability for injury or loss that may arise because of alleged

cross-contamination caused by sampling. Client further agrees to compensate FGI for any time spent or expenses incurred by FGI in defense of any such claim, according to FGI's prevailing fee schedule and expense reimbursement policy.

Utilities: Client shall be responsible for designating the location of all utility lines and subterranean structures within the property line of the Project. Client agrees to waive any claim against FGI and to defend, indemnify, and hold harmless from any claim or liability for injury or loss arising from FGI's damaging underground utilities or other man-made objects that were not called to FGI's attention or which were not properly located on plans furnished to FGI. Client further agrees to compensate FGI for any time spent or expenses incurred by FGI in defense of any such claim, according to FGI's prevailing fee schedule and expense reimbursement policy.

Samples: All samples of soil and rock will be discarded sixty (60) days after report submittal. Upon Client's authorization, samples will be either delivered according to Client's instructions or stored for an agreed charge.

Shop Drawing Review: Client agrees that FGI shall review shop drawing submissions solely for their conformance with FGI's design intent and conformance with information given in the construction documents. FGI shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences, and operations of construction, safety precautions and programs incidental thereto, all of which are the Contractor's responsibility. The Contractor will be responsible for lengths, dimensions, elevations, quantities, and coordination of the work with other trades. Client warrants that the Contractor shall be made aware of his responsibilities to review shop drawings and approve them in these respects before submitting them to FGI.

Job Site: Services performed by FGI during construction will be limited to providing assistance in quality control and to dealing with questions by the Client's representative concerning conformance with drawings and specifications. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the Contractor's performance. FGI will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. FGI will not be responsible for the Contractor's obligation to carry out the work according to the Contract Documents. FGI will not be considered an agent of the owner and will not have authority to direct the Contractor's work or to stop work.

Authority and Responsibility: FGI shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site, or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms, or other work aids.

Additional Provisions: Additional provisions to this Professional Services Agreement may be added by consent of both parties evidenced by signature to same in the form of Appendix B attached hereto and by reference made a part hereof.



Schedule of Charges - January 1, 2016

Engineering/Surveying Professional Staff	Per Hour
Administrative Support.....	\$ 67.00
Engineering Intern I	\$ 105.00
Engineering Intern II	\$ 115.00
Engineer/Land Surveyor.....	\$ 126.00
Senior Engineer/Senior Land Surveyor	\$ 132.00
Project Engineer/Project Land Surveyor	\$ 145.00
Senior Project Engineer/Senior Project Land Surveyor	\$ 162.00
Engineering Manager/Land Surveying Manager	\$ 181.00
Senior Engineering Manager/Senior Land Surveying Manager	\$ 192.00
Principal/Vice President.....	\$ 199.00

Technical Staff

Technician I	\$ 69.00
Technician II	\$ 92.00
Senior Technician	\$ 102.00
Chief Technician	\$ 117.00
Designer/Computer Specialist/Lead Technician	\$ 127.00
Senior Designer	\$ 132.00
Project Designer/Project Technician	\$ 140.00
Senior Project Designer/Systems Integration Manager	\$ 158.00
Design Manager/Government Affairs Manager	\$ 170.00
Technical Manager	\$ 179.00
Senior Technical Manager.....	\$ 192.00

Architecture/Landscape Architecture/Interior Design Professional Staff

Designer I	\$ 95.00
Senior Interior Designer/Designer II	\$ 105.00
Architect/Designer III/Project Coordinator	\$ 119.00
Senior Architect/Senior Project Coordinator.....	\$ 127.00
Project Architect/Project Manager	\$ 138.00
Senior Project Architect/Senior Project Manager	\$ 152.00
Architectural Manager.....	\$ 162.00
Senior Architectural Manager	\$ 170.00
Principal – Architecture.....	\$ 193.00

Units

Overtime, If Required by Client – Non-Exempt Employees Only	1.25xbilling rate
Expert Testimony.....	2xbilling rate
Per diem	\$51.00/day
ATV & Trailer	\$11.00/hr
Field Vehicle	\$13.00/hr
Automobile mileage	\$0.57/mile
Software/CAD/Revit Station	\$15.00/hr
Hand Held GPS	\$11.00/hr
GPS Unit (each).....	\$22.00/hr
Utility Locator/Robotic Total Station	\$22.00/hr
Subconsultants & Other Reimbursable Expenses Related to Project*	Cost+ 10%

*Includes the actual cost of prints/copies, supplies, travel charges, testing services, conferencing services, and other costs directly incidental to the performance of the above services.

CHARGES EFFECTIVE UNTIL JANUARY 1, 2017 UNLESS NOTIFIED