



January 29, 2024

Andy Jackson  
City of Monmouth, IL  
Via Email [ajackson@woodardcurran.com](mailto:ajackson@woodardcurran.com)

Re: Proposal for Services  
City of Monmouth, IL  
W Harlem Ave Between N G and N Main  
Monmouth, Illinois

Dear Andy,

Thank you for the opportunity to submit a Proposal for the following services for Phase II Engineering Services for the West Harlem Avenue corridor from North G Street to North Main Street in Monmouth, IL. The Project Development Report (PDR) has been previously submitted by IMEG and accepted by IDOT. There is a total of seven (7) intersections between North G Street and North Main Street that will be included in this design corridor. Even though engineering for this project will be locally funded (100%) by the City of Monmouth, additional coordination and approvals will be required from IDOT because the city funding source for construction of this project is a combination of federal, state and local. We are anticipating the September 2024 IDOT letting. To adhere to this schedule, the pre-final PS&E needs to be submitted on May 3rd and have final IDOT PS&E approval by June 21st.

A detailed scope of services, assumptions, compensation, additional services, and terms and conditions are included in the attached Proposal for Services.

We propose to provide these services for a fee of \$220,000 as detailed in the Compensation section in the Proposal for Services.

We look forward to working with you on this project and appreciate the opportunity to be of service. Please contact me at [loren.r.rains@imegcorp.com](mailto:loren.r.rains@imegcorp.com) if you have any questions. Thank you.

**Loren Rains**  
**Client Executive**

# Proposal for Services

## PROJECT DESCRIPTION

This Proposal is for West Harlem Avenue between North G and North Main Streets.

### Project Schedule

Schedule is based on timely IDOT reviews.

## 1. CIVIL

### Civil Design

Design of civil services including:

- Prepare and submit PS&E (Plans, Specifications & Estimates of time and cost) documents.
- Gain IDOT approval for PS&E for IDOT letting.
- Provide IDOT style plans to include the follow:
  - Provide cover sheet, general notes, and typical sections sheets.
  - Provide summary and schedule of quantities plan sheets.
  - Provide removal sheets.
  - Provide plan and profile sheets for full pavement replacement.
  - Provide plan and profile sheets for utilities.
  - Provide detailed intersection design sheets for the ADA crossings and ramps.
  - Provide streetscape design including landscaping plantings plans.
  - Provide street signs for pedestrian crossing and electrical plans in compliance with IDOT Criteria.

This includes design of circuiting and control of lights, metering equipment as necessary or solar powered units.

- Provide traffic control plan which will include up to two (2) public involvement meetings and up to three (3) project design/coordination meetings for traffic control.
- Provide erosion control plan sheets.
- Provide cross section sheets.
- Provide pavement design to exceed the 30-year minimum life expectancy requirement per City of Monmouth requirements.
- Provide a construction staging plan for the limits described above.
- Prepare front end and applicable civil specifications.
- Prepare estimate of time of construction based on IDOT daily production rates.
- Prepare and submit state permits for grading and erosion control.
- Prepare contract documents that are suitable for pricing and construction purposes.
- Prepare an opinion of probable construction cost (estimate of costs). Note that IMEG has no control over 1) the cost of labor, material, or equipment; 2) the means, methods, and procedures of the Contractor's work; or 3) the competitive bidding market at the time the project goes out to bid. IMEG's opinion of probable construction costs will be based on the firm's experience and qualifications and represents our judgment as Design Professionals. IMEG makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from our opinion of probable cost.
- Project design meetings:
  - Participate in bi-weekly project conference calls / web conferences as required.
  - Attend approximately 4 design coordination meetings at 100 East Broadway, Monmouth.

## 2. BIDDING PHASE

- Provide bid proposal documents for IDOT to advertise, coordinate and issue documents to prospective bidders.
- Respond to contractor questions, if necessary.

- Prepare addenda information as required.
- Assist with bid evaluation and recommend award to successful contractor.

### **3. ASSUMPTIONS**

- Schedule is based on timely IDOT reviews.
- Drawings of the existing project area and underground utilities, which accurately represent the existing conditions, will be provided to IMEG.
- Documents prepared by the Engineer will be prepared based upon reasonable assumptions derived from existing information provided by the Owner and from limited observation of accessible and visible existing conditions by the Engineer without the benefit of extensive field measurements and investigation prohibited by expense and inconvenience to the Owner. It is understood and agreed that unforeseen conditions uncovered during the progress of the project may require changes in the project, resulting in additional cost and delay.
- The project will be awarded as a single prime contract for construction. Phased design and/or issue of early documents are not required.
- The Owner will distribute bidding documents and prepare and administer the contract for construction.

### **4. COMPENSATION**

We propose to provide the services described above on a time and material basis using our standard hourly billing rates (attached), with a not-to-exceed fee of \$220,000. Should we anticipate exceeding the estimated fee amount during the course of the project, we will notify you and await direction before proceeding.

### **5. PROJECT EXPENSES**

The following reimbursable expenses **are not** included in the above fee and will be invoiced with a 1.1 multiplier of actual cost:

- Payment of plan review fees, permit fees, or other imposed governmental agency fees.
- Necessary consultants as approved by Client.
- Expenses for safety training, background checks, and drug testing to access the site.
- Project specific insurance coverage riders or amendments necessary to comply with required insurance requirements above current IMEG limits and conditions.

### **AND**

The following direct expenses **are** included in the above fee:

- Postage and delivery charges.
- Travel expenses (per diem for meals and incidentals, mileage, lodging, airfare, tolls, parking fees, taxi, train, and other out of pocket expenses).
- Reproduction and distribution costs associated with issuing contract documents.

### **6. ADDITIONAL SERVICES**

IMEG can include the following as additional services. Additional services will be performed on a time and material basis using IMEG's standard hourly rates in effect at the time the service is performed, or for a negotiated fee, and only after approved in writing.

- Invasive field takeoff to determine existing conditions that are not readily accessible or visible.
- Structural, mechanical or technology design of any kind and electrical other than what was stated

above.

- Survey services related to design (e.g., boundary, topographic, land acquisitions, etc.).
- Geotechnical services.
- LEED criteria evaluation, energy modeling, calculation, justification, and documentation.
- Assistance with grants and other related funding applications.
- Construction phase services.
- Value engineering or negotiating construction cost/scope with contractors and related document revisions after documents are complete.
- Preparing record documents from as-built markups or files provided by contractors or verifying the accuracy and completeness of same.

## **7. GENERAL**

The attached Terms and Conditions dated April 1, 2023, are made a part of this Proposal. This Proposal is valid for 45 days from the date of this offer.

We will begin our services following acceptance of this Proposal for Services. Acceptance may be conveyed via email or by signing this offer and returning it to our office. Notwithstanding the foregoing sentence, if you or members of your firm engage IMEG for services for the referenced project, either verbally or by actions that imply acceptance of this Proposal, such as providing drawings, submitting questions, requesting engineering information, etc., without returning a signed copy of this Proposal, it is expressly agreed that acceptance of **all** terms and conditions of this Proposal will be implied and contractually binding.

**Client**

City of Monmouth, IL

SIGN: \_\_\_\_\_

Andy Jackson

DATE: \_\_\_\_\_

**IMEG**

IMEG

SIGN: \_\_\_\_\_

Greg A. Ryckaert, Project Executive

DATE: \_\_\_\_\_

IMEG

SIGN: \_\_\_\_\_

Loren Rains, Associate Principal / Client  
Executive

DATE: \_\_\_\_\_

# TERMS AND CONDITIONS

## Standard of Care

Services provided by IMEG Consultants Corp. (hereinafter referred to as "IMEG") under this Agreement will be performed in accordance with generally accepted professional practices in a manner consistent with the level of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same or similar location. Under no circumstances shall any other representation (express or implied) or any type of warranty or guarantee be included or intended by IMEG during the completion of its services under this Agreement, (hereinafter the "Standard of Care"). If client issues to IMEG a purchase order or similar document, none of the terms and conditions stated therein shall bind IMEG, and such document whether or not signed by IMEG, shall be considered only as a document for client's internal operational management.

## Client Responsibilities

IMEG shall be entitled to rely on the accuracy of documentation presented to it by Client and/or Client's legal agents. In the event of updates or changes to any documentation provided to IMEG in furtherance of its services, the Client is responsible for advising IMEG's personnel of such updates or changes in writing.

## Additional Services

When additional services beyond the defined scope of work are requested, an amendment or change order will be prepared by IMEG and approved by the Client prior to commencing work. Client's approval by email or payment of proposed additional services shall be deemed binding. Additional services shall be performed on a time and material basis or for a negotiated fee.

## Compensation

Services provided by IMEG on a time and material basis shall be performed in accordance with IMEG's current fiscal year Standard Hourly Rate Schedule in effect at the time of performance. This schedule is updated yearly and is available upon request.

## Performance

IMEG has multiple offices with personnel that may provide professional services subject to this Agreement. IMEG may use any office or individual in the completion of services required for the Project. IMEG shall perform work pursuant to an agreed-upon schedule and consistent with the orderly progress inherent in the Standard of Care.

## Billing/Payment

The Client agrees to pay IMEG for all services performed and all costs incurred. Invoices for IMEG's services shall be submitted either upon completion of such services or on a monthly basis. Invoices shall be due and payable within 30 days of invoice date (direct) or 15 days from payment by Owner (consultant). Client shall notify IMEG of any objections to the invoice within five working days of receipt and agrees to pursue, in good faith, all payments owed to IMEG for services rendered. Payment of any invoice indicates Client's acceptance of this Agreement, these Terms & Conditions, and satisfaction with IMEG's services. Payment of invoices is in no case subject to unilateral discounting, back-charges, or set-offs by the Client, and payment is due regardless of suspension or termination of this Agreement by either party. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 120 days after the billing, IMEG may institute collection action and the Client shall pay all costs of collection, including reasonable attorney's fees. Collection actions or billing disputes of any type shall not be subject to informal dispute resolutions procedures outlined herein.

## Indemnification

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless IMEG, its directors, employees and agents against claims, damages, liabilities, and costs arising from and in proportion to the negligent acts or failure to act of Client and its directors, employees, and agents in the performance of services under this Agreement on a comparative basis of fault. The Client shall not be obligated to indemnify IMEG and its directors, employee and agents for their own negligence or the negligence of others. IMEG agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its directors, employees and agents against claims, damages, liabilities, and costs arising from and in proportion to the negligent acts or failure to act of IMEG and its directors, employees, and agents in the performance of services under this Agreement on a comparative basis of fault. IMEG shall not be obligated to indemnify the Client and its directors, employee and agents for their own negligence or the negligence of others. The other provisions of this Agreement notwithstanding, in the event of any claim within the purview of the indemnification provisions of this section, each indemnitee shall control its defense, and at the time of claim resolution each indemnitor shall provide reimbursement for any reasonable defense cost, recoverable by law, caused by any negligence or other fault by or attributable to each indemnitor as determined by a competent trier of fact. As such, the parties recognize and expressly acknowledge that the duty to defend is not applicable to this Agreement and wholly separate and distinct from the duty to indemnify and hold harmless as set forth in this section.

## Insurance

IMEG shall obtain and maintain the following insurance coverages: Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Workers Compensation/Employer's Liability, and Professional Liability. Certificates of insurance will be provided to the Client upon request. When stipulated by the Parties, Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, shall be written or endorsed to include additional insureds, primary/non-contributory coverage, and other coverages subject to all terms, exclusions and conditions of the policies and any limitations as to coverage amounts as agreed upon by the Parties.

## Assignment

Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other party, which shall not be unreasonably withheld. Subcontracting to subconsultants, normally contemplated by IMEG as a generally accepted business practice, shall not be considered

an assignment for purposes of this Agreement.

### **Dispute Resolution**

Any claims or disputes between the Client and IMEG arising out of the Services to be provided by IMEG or this Agreement shall be subject to discussions for informal resolution. If no informal resolution is achieved within 14 business days, the Parties agree to submit the matter (excluding actions by IMEG for payment of past due fees) to non-binding mediation. Any disputes involving contractors, subconsultants, subcontractors, suppliers, or any other legal agent shall be subject to the informal resolution process as described in this section, above. The laws of the State where the project is located govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

### **Construction Means and Methods**

IMEG shall not be responsible for, nor have control over or charge of, construction means, methods, sequences, techniques, or procedures, or for any health or safety precautions. Neither Client nor IMEG shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, walkouts, accidents, Government acts, or other events beyond the control of the Client's or IMEG's directors, employees, agents, or consultants.

### **Construction Observation**

When IMEG does not explicitly provide construction observation services within its written scope of work, it is agreed that the professional services of IMEG do not extend to or include the review or site observation of the contractor's work, performance, or pay request approval. During construction, the Client assumes the role of the engineer and will hold harmless IMEG for the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents.

### **Project Signs**

Project signs displayed at the construction site shall include "IMEG" as the Engineer. Articles for publication regarding this project shall acknowledge IMEG as the Civil, Structural, Mechanical, Electrical and/or Technology Engineer, as applicable.

### **Adjustments, Changes or Additions**

It is understood that adjustments, changes, or additions may be necessary during construction. A contingency fund shall be maintained until construction is completed to pay for field changes, adjustments, or increased scope items. All change order amounts requested by contractors constructing IMEG-designed systems shall be submitted to IMEG for review prior to being approved by contract holder. IMEG will not approve amounts requested that are above a normal bid amount for the work involved. In no case will costs be assessed to IMEG at the discretion of the contractor, the Client, or the Owner without prior agreement and approval of IMEG. IMEG shall not be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

### **Ownership**

All drawings, specifications, BIM and other work product of IMEG developed for this Project are instruments of service owned by IMEG. IMEG shall provide Client with a license to use said instruments of service for purposes consistent with successful project completion, including extensions, if mutually agreed. Reuse of any instruments of service of IMEG by the Client, or others acting for the Client, for any other use without the express written permission of IMEG shall be at the Client's risk. Client agrees to defend, indemnify and hold harmless IMEG for all claims, damages and expenses, including reasonable attorney's fees, arising out of unauthorized use of IMEG's instruments of service.

### **Electronic Files**

The Client hereby grants permission for IMEG to use electronic background information produced by the Client in the completion of the project. The Client also grants permission to IMEG to release such documents (including their backgrounds) electronically to Client, contractors, and vendors as required in the execution of the project.

### **Employment**

For the duration of this contract, plus six (6) months from the date of final payment received, neither IMEG nor Client, nor their respective agents, will offer employment or contact any person for such purposes who is or was employed by IMEG, Client or their agents for the period of performance of this contract.

### **Termination**

Either party may terminate this Agreement due to the other party's material breach of this Agreement upon providing a ten (10) day written notice to the breaching party and an opportunity of at least three (3) business days to cure. Upon termination, payment is required in full for all services rendered and expenses incurred through the date of termination. IMEG shall not be required to release any documents, files, or work product until said payments have been made. In the event services are terminated or suspended due to the Client's breach, IMEG has no obligation to deliver documents and any consequences (including delay) resulting from such termination or suspension is the sole responsibility of the Client. Client has the obligation to return all documents within its possession or control if Client is in default under this Agreement.

### **Survivability**

In the event any provisions of this agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party. Additionally, there shall be no legal presumption against the drafter of this Agreement in the event of a dispute as to the enforceability and/or interpretation of this Agreement.

### **Limitation of Liability**

It is agreed that the Maximum Aggregate Liability of IMEG arising out of or related to this Agreement and for all work performed on this

project, whether based in contract or tort, in law or equity or for negligent acts, errors, or omissions, and all claims, losses, costs, damages, cost of defense, or expenses from any cause, including Client, contractors, and attorney fees, will be limited to \$100,000.00. This limitation of liability has been agreed upon after Client and IMEG discussed the risks and rewards associated with the Project, as well as the provision of the services within both the obligations of this Agreement and the associated compensation. Upon written request by Client, the parties may negotiate in good faith and mutually agree, by way of a written Change Order or Amendment, to increase the amount of this liability limitation. As used in this section "IMEG" includes all of IMEG's agents, affiliates, subconsultants and subcontractors, and their respective partners, officers, directors, shareholders, and employees. The limitation of liability established in this section shall survive the expiration or termination of this Agreement.

### **Risk Allocation**

IMEG's liability to the Client for injury or damage to persons or property arising out of work performed for the Client and for which liability may be found to rest upon IMEG, other than for professional errors, omissions, or negligence, will be limited to IMEG's general liability insurance coverage of \$1,000,000.

### **Hazardous Environmental Conditions**

Unless expressly stated in writing, IMEG does not provide assessments of the existence or presence of any hazardous or other environmental conditions or environmental contaminants or materials ("Hazardous Environmental Conditions"). Client shall inform IMEG of any and all known Hazardous Environmental Conditions before services are provided involving or affecting them. If unknown Hazardous Environmental Conditions are encountered, IMEG will notify the Client and, as appropriate, government officials of such conditions. IMEG may, without liability or reduction or delay of compensation due, proceed to suspend services on the affected portion of the project until Client takes appropriate action to abate, remediate, or remove the Hazardous Environmental Condition. IMEG shall not be considered an "arranger", "operator", "generator", "transporter", "owner", or "responsible party" of or with respect to contaminants, materials or substances. IMEG shall assume no liability whatsoever for correction of any Hazardous Environmental Conditions; and shall be entitled to payment or reimbursement of expenses, costs or damages occasioned by undisclosed Hazardous Environmental Conditions.

### **Buried Utilities**

Client shall be responsible for designating the location of all utility lines and subterranean structures within the property lines of the Project. Client agrees to waive any claim against IMEG and to defend, indemnify and hold IMEG harmless for any claim or liability for injury or loss arising from IMEG or other persons encountering utilities or other manmade objects that were not brought to IMEG's attention or which were not properly located on the plans furnished to IMEG. Client further agrees to compensate IMEG for any and all time, costs and expenses incurred by IMEG in defense of any such claim, in accordance with IMEG's then effective standard hourly fee schedule and expense reimbursement policy.

### **Boundary Conflict**

Boundary determinations occasionally disclose unseen or unknown conflicts between the record documents and the location of physical improvements. Upon discovery of any latent or patent ambiguity, uncertainty, or dispute disclosed by the records or by placement of the boundaries on the ground, work on the boundary survey will be suspended and you will be immediately notified. IMEG will present alternatives for possible resolution and any additional work required to achieve resolution will be negotiated. If you should choose to forego resolution, all work completed to date will be invoiced for payment and the project file will be archived by IMEG for future resolution. If you choose resolution, IMEG will act as your mediator, consultant and expert until satisfactory resolution is achieved. Upon resolution, this initial agreement will be reinstated and completed in accordance with its initial terms subject to potential interim rate increases.

### **Force Majeure**

Except as hereinafter provided, no delay or failure in performance of IMEG shall constitute a default under this Agreement if and to the extent the delay or failure is caused by Force Majeure. Unless the Force Majeure frustrates performance of the Services, Force Majeure shall not operate to excuse, but only to delay, performance of the Services. If Services are delayed by reason of Force Majeure, IMEG will notify Client. Once the Force Majeure event ceases, IMEG shall resume performance of the Services as soon as possible. "Force Majeure" means any event beyond the control of IMEG to perform its obligations and which IMEG is unable to prevent, including without limitation, the combined action of workers, strikes, embargoes, fire, acts of terrorism, epidemics, explosions and other catastrophes, casualties, a moratorium on construction, delays in transportation, governmental delays in granting permits or approvals, changes in laws, expropriation or condemnation of property, governmental actions, unavailability or shortages of materials, national emergency, war, acts of terrorism, cyber-attacks, civil disturbance, floods, unusually severe weather conditions or other acts of God or public enemy.

### **Equal Employment Opportunity / Rights Under Federal Labor Laws**

IMEG and Client shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), 60-741.5(a) and Appendix A of Subpart A of 29 CFR 471 (as may be updated or amended). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime consultants and subconsultants take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

Rev. 04/01/23





**2024 STANDARD HOURLY RATES - CIVIL**  
**(rates adjusted annually)**

Senior Client Executive/ Senior Market Director / VP	\$260
Client Executive / Market Director	\$245
Project Executive	\$205
Senior Project Manager 2	\$200
Senior Project Manager 1	\$180
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Engineer of Distinction / Landscape Architect of Distinction / Planner of Distinction	\$200
Senior (Engineer / Landscape Architect / Planner) 3	\$190
Senior (Engineer / Landscape Architect / Planner) 2	\$175
Senior (Engineer / Landscape Architect / Planner) 1	\$160
Project (Engineer / Landscape Architect / Planner) 2	\$150
Project (Engineer / Landscape Architect/ Planner) 1	\$140
Graduate (Designer / Surveyor) 2	\$115
Graduate (Designer / Surveyor) 1	\$100
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Senior Land Surveyor 3	\$155
Senior Land Surveyor 2	\$145
Senior Land Surveyor 1	\$135
Project Surveyor 2	\$130
Project Surveyor 1	\$125
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Designer of Distinction	\$165
Senior (Designer / Crew Chief) 3	\$155
Senior (Designer / Coordinator / Crew Chief) 2	\$145
Senior (Designer / Coordinator / Crew Chief) 1	\$135
(Project Designer / Senior Technician / Crew Chief) 2	\$125
(Project Designer / Senior Technician / Crew Chief) 1	\$120
Designer 2 / Technician 4	\$110
Designer 1 / Technician 3	\$100
Design Technician 2 / Technician 2	\$95
Design Technician 1 / Technician 1 / Intern	\$85
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Senior Construction Administrator	\$140
Construction Administrator	\$125
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GIS System Architect	\$130
GIS Analyst	\$120
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Senior Virtual Design Coordinator	\$130
Virtual Design Coordinator	\$120
Senior Virtual Design Technician	\$110
Virtual Design Technician	\$90
Administrative Assistant	\$80

\*These rates are for staff located in the office providing the rates. Staff based in one of IMEG's other offices may have different billing rates. These rates can be provided upon request.