



**CITY OF WASHINGTON, ILLINOIS**  
**Public Works Committee Agenda Communication**

**Meeting Date:** August 3, 2020

**Prepared By:** Dennis Carr, P.E. – City Engineer

**Agenda Item:** Construction Engineering Agreement

**Explanation:** Staff solicited bids for the reconstruction of W. Holland Street from Market to Main. The city budgeted to hire a Construction Engineer for the project much like is being done out on Lawndale. With Hutchison doing the Phase 3 Engineering on Lawndale, staff was hoping to bring in another Phase 3 consultant to help the city out.

Millenia's Morton, IL office is primarily a Phase 3 consultant and they have strong experience in brick roadways and were the Phase 3 Consultant for Manor Parkway in Peoria. I have had previous experience with their firm as they were the phase 3 engineer for past projects that I have designed.

In haste to get the project out for bid, our consultant forgot to add construction staking into the project for the contractor to bid out. Millenia has a licensed surveyor on staff and has included this in the agreement. The city intends to use Millenia for the Phase 3 portion of the N. Main Street Safe Routes to Schools Project. The shared use of staff will bring the Construction Engineering cost lower for that project to help offset some of the overage on this budgeted item.

**Fiscal Impact:** The agreement with Millennia is for \$80,919. The FY 20-21 budget includes \$84,000 in Account #'s

431-01-800-3100

431-02-800-3100

500-00-800-3100

501-00-800-3100

**Recommendation Summary:** Staff requests approval of the engineering agreement with Millenia for an amount not to exceed \$80,919.

**Action Requested:** PW Committee move the awarding of the bid to tonight's city council meeting.

|                                |   |   |  |   |
|--------------------------------|---|---|--|---|
| Municipality<br>Washington, IL | <b>L<br/>O<br/>C<br/>A<br/>L<br/><br/>A<br/>G<br/>E<br/>N<br/>C<br/>Y</b> | <b>Construction<br/>Engineering Services<br/>Agreement<br/>For<br/>Local Agency Funds</b> | <b>C<br/>O<br/>N<br/>S<br/>U<br/>L<br/>T<br/>A<br/>N<br/>T</b> | Name<br>Millennia Professional Services |
| Township<br>N/A                |   |   |  | Address<br>850 N. Main St.              |
| County<br>Tazewell             |   |   |  | City<br>Morton                          |
| Section<br>N/A                 |   |   |  | State<br>IL                             |

THIS AGREEMENT is made and entered into this 3rd day of August, 2020 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above PROJECT.

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

**Regional Engineer** Deputy Director Division of Highways, Regional Engineer, Department of Transportation  
**Resident Construction Supervisor** Authorized representative of the LA in immediate charge of the engineering details of the PROJECT  
**Contractor** Company or Companies to which the construction contract was awarded

#### Section Description

Name W. Holland St. Route N/A Length 0.11 miles Structure No. N/A  
Termini S. Market Street to S. Main Street

#### 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 improvement herein before described, and checked below:
  - a. ☒ Perform concrete Quality Assurance (QA) field testing and strength testing as noted below.
  - b. ☒ Perform hot mix asphalt (HMA) Quality Assurance (QA) nuclear density testing as noted below.
  - c. ☒ Perform field nuclear density testing for soils as noted below.
  - d. ☒ Perform field nuclear density testing for aggregates as noted below.

**Note:** For 1a. through 1d., the ENGINEER is to test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR reports, and verify compliance with contract specifications.

  - e. ☒ Inspection of materials on site and submit inspection reports to the LLPA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
  - f. ☒ Geometric control including construction staking and construction layout.
  - g. ☒ Act as Resident Construction Supervisor and coordinate with the LPA employee in Responsible Charge, as well as utilities, residents, and businesses on the project.

- h. ☒ Inspect, document, and inform the LPA employee in Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.
  - i. ☒ Measure and document the contractors work according to the STATE Documentation of Contract Quantities guide, as well modify the contract drawings to reflect as-built conditions.
  - j. ☒ 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 the plans and authorized extra work.
  - k. ☒ Inspect the construction work and enforce the contract plans and specifications in accordance with the STATE Construction Manual.
  - l. ☒ Preparation and submission to the LPA by the required form and number of copies, all partial and final pay estimates, change orders, records, documentation, and reports required by the LPA and the STATE.
2. Engineering services shall include all equipment, instruments, supplies, transportation, and personnel required to perform the duties of ENGINEER in connection with the AGREEMENT.
  3. To attend meetings and visit the site as required by the progress of the project or when requested by the LPA.
  4. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's staff is named as the Resident Construction Supervisor.
  5. Will provide a Resident Construction Supervisor and inspectors that have a valid Documentation of Contract Quantities certification.
  6. Invoices will be submitted to the LPA no more than once per month for services provided. Final invoices will be submitted to the LPA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.

**The LA Agrees,**

1. To pay the Engineer as compensation for all services performed as stipulated above in paragraphs 1, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
  - a. ☐ A sum of money equal to \_\_\_\_\_  
See attached scope and man-hour spreadsheets.
  - b. ☒ A sum of money for services provided as stipulated in the paragraphs of The ENGINEER Agrees based on the ENGINEER's standard hourly rates. Payment for all engineering services described under The ENGINEER Agrees shall not exceed \$80,919 unless approved in writing by the LPA.
2. The hourly rates attached shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed their hands and seals and shall remain in effect until 12/31/2020. In event the services of the ENGINEER extend beyond 12/31/2020, the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.
3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed.
4. That should the improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1 - 6, and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus N/A percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.

5. To pay the ENGINEER without holding retainage.
6. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER for the additional hours of services provided, given the total cost will exceed the amount of the original AGREEMENT.

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**It is Mutually Agreed,**

1. That any difference between the ENGINEER and the LA concerning the 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 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 the 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.

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

Executed by the LA:

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

ATTEST:

State of Illinois, acting by and through its

By \_\_\_\_\_

\_\_\_\_\_  
Mayor and City Council

\_\_\_\_\_  
Clerk

By \_\_\_\_\_

(Seal)

Title:

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Executed by the ENGINEER:

\_\_\_\_\_  
Millennia Professional Services

\_\_\_\_\_  
850 N. Main St.

ATTEST:

\_\_\_\_\_  
Morton, IL 61550

By  \_\_\_\_\_

By  \_\_\_\_\_

Title: Paul J. Moreno, P.E. - President

Title: Stephan M. Dietz, P.E. - Director



## 2020 Standard Billing Rates

|                         |          |
|-------------------------|----------|
| Senior Project Manager  | 186.00   |
| Senior Project Engineer | 186.00   |
| Project Manager         | 154.00   |
| Survey Project Manager  | 154.00   |
| Materials Coordinator   | 110.00   |
| Engineer III            | 117.00   |
| Engineer II             | 99.00    |
| Engineer I              | 80.00    |
| Technician V            | 142.00   |
| Technician IV           | 115.00   |
| Technician III          | 90.00    |
| Technician II           | 75.00    |
| Technician I            | 60.00    |
| Admin II                | 78.00    |
| Admin I                 | 56.00    |
| Company Vehicle         | \$65/day |

# Construction Engineering Services Cost Estimate Holland Street Improvements - Washington, IL

| Classification | Role      | Billing Rate | PERIOD ENDING |           |           |           |          |           |           |           |           |            |            |            | Total Hours | Labor Cost  |
|----------------|-----------|--------------|---------------|-----------|-----------|-----------|----------|-----------|-----------|-----------|-----------|------------|------------|------------|-------------|-------------|
|                |           |              | 8/8/2020      | 8/15/2020 | 8/22/2020 | 8/29/2020 | 9/5/2020 | 9/12/2020 | 9/19/2020 | 9/26/2020 | 10/3/2020 | 10/10/2020 | 10/17/2020 | 10/24/2020 |             |             |
| Senior PM      | PM        | \$ 186.00    | 2             |           | 2         |           | 2        | 2         | 2         |           |           |            |            |            | 10          | \$1,860.00  |
| Technician V   | RE        | \$ 142.00    | 18            | 18        | 18        | 18        | 18       | 18        | 18        | 18        | 18        | 18         | 18         | 18         | 160         | \$22,720.00 |
| Technician II  | Inspector | \$ 75.00     | 16            | 24        | 40        |           | 45       | 45        | 45        | 45        | 45        | 45         | 45         | 45         | 350         | \$26,250.00 |
| Vehicle Days   |           |              | 4             | 6         | 8         | 8         | 8        | 8         | 8         | 8         | 8         | 8          | 8          | 8          | 66          | \$50,830.00 |

| Classification | Role      | Billing Rate | PERIOD ENDING |            |            |            |           |            |            |            |           |            |            |            | Total Hours | Labor Cost  |
|----------------|-----------|--------------|---------------|------------|------------|------------|-----------|------------|------------|------------|-----------|------------|------------|------------|-------------|-------------|
|                |           |              | 10/10/2020    | 10/17/2020 | 10/24/2020 | 10/31/2020 | 11/7/2020 | 11/14/2020 | 11/21/2020 | 11/28/2020 | 12/5/2020 | 12/12/2020 | 12/19/2020 | 12/26/2020 |             |             |
| Senior PM      | PM        | \$ 186.00    |               |            | 2          |            |           |            |            |            |           |            |            |            | 2           | \$372.00    |
| Technician V   | RE        | \$ 142.00    | 18            | 15         | 15         |            |           |            |            |            |           |            |            |            | 48          | \$6,816.00  |
| Technician II  | Inspector | \$ 75.00     | 40            | 40         | 24         |            |           |            |            |            |           |            |            |            | 104         | \$7,800.00  |
| Vehicle Days   |           |              | 8             | 8          | 5          |            |           |            |            |            |           |            |            |            | 21          | \$14,988.00 |

## Estimate of Direct Costs

| Item     | Units    | Qty  | Unit Cost | Total      |
|----------|----------|------|-----------|------------|
| Vehicles | Veh-Days | 87.0 | \$65.00   | \$5,655.00 |
| Total:   |          |      |           | \$5,655.00 |

Labor \$65,818.00  
Direct Costs \$5,655.00  
Total Estimate \$71,473.00

# Millennia Professional Services

Construction Layout

Holland Street Improvements

City of Washington  
Tazewell County

**General Notes:** 1. The estimated fee for the surveying services as itemized below is Nine Thousand Four Hundred Forty Six Dollars (**\$9,446.00**).  
2. The estimated fee is for staking the listed items once. Any re-staking will be completed at current hourly rates.

|                                   | DESCRIPTION   |
|-----------------------------------|---|
| Mobilization                      | Includes site reconnaissance, control recovery and verification, new control establishment and preliminary calculations. This task is required and must be included regardless of how many additional items are included. |
| Removals                          | Stake for sawcuts for removals.   |
| Storm Sewer                       | Stake locations for end sections, inlets and manholes with offsets and grades.  |
| Centerline for Grading and Paving | Stake centerline for grading and paving operations. (2 times)   |
| Concrete Curb and Gutter          | Stake concrete curb and gutter at 25 foot intervals with grades and offsets.  |
| Water                             | Stake alignment for watermain installation, including tees, elbows and hydrants.  |
| Driveways/ Entrances              | Stake center of proposed drives and entrances.  |
| Sidewalk                          | Stake edge of sidewalk at 25 foot intervals with grades and offsets.  |
| Survey QA/QC                      | Calculation review and project oversight by Professional Land Surveyor  |

**ESTIMATED TOTAL \$9,446.00**