



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

**Meeting Date:** September 7, 2021

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

**Agenda Item:** Bobolink Construction Engineering Agreement - Supplement

**Explanation:** Millennia Professional Services Inc has been doing the Phase 3 Engineering (Construction Engineering) for this Safe Routes to School Project. The project itself is looking like it will come in under budget. With this project using IDOT administered money, we have had to have the resident engineer out there to confirm that the contractor was indeed watering the sod. With the heatwave in May/June, the sod was requiring a lot of attention and now that some of the sod has subsequently died, we require the engineering services for when the contractor removes and replaces the dead sod. Since everything was done within tolerance of the IDOT spec book, we cannot back charge the contractor for the engineering overage.

**Fiscal Impact:** The original agreement with Millennia was for \$34,500. The supplement requested is for an additional \$4,490.

**Recommendation Summary:** Staff requests approval of the supplement to the agreement with Millennia for an amount not to exceed \$4,490.

**Action Requested:** Move the Agreement supplement to tonight's City Council meeting for approval.

Municipality Washington, IL	<b>L O C A L  A G E N C Y</b>	<b>Construction Engineering Services Agreement For Local Agency Funds  Supplement #1</b>	<b>C O N S U L T A N T</b>	Name Millennia Professional Services
Township N/A				Address 850 N. Main St.
County Tazewell				City Morton
Section N/A				State IL

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 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 Bobolink Drive SRTS Route 7560 Length 0.27 miles Structure No. N/A

Termini Elgin Street to Eagle Avenue

Description: Sidewalk and driveway construction along the north side of Bobolink from Elgin St. to Eagle Ave, and along the east side of Eagle Ave from Bobolink to the north entrance of Central Intermediate School.

#### 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 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 progress 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 \$4,490 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 12/31/2021. In event the services of the ENGINEER extend beyond 12/31/2021, 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



Title: Stephan M. Dietz, P.E. – Executive Vice President



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