



CITY OF WASHINGTON, ILLINOIS

City Council Agenda Communication

Meeting Date: March 20, 2023

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

Agenda Item: Freedom Parkway Project - Construction Engineering Agreement

Explanation: Staff sent out a request for qualifications for the Construction Engineering for the Freedom parkway Extension project. The city is budgeting to hire a Construction Engineer for the project. Due to the size and IDOT funding, City Staff will need to hire a resident engineer that will be on-site for the entirety of the project. This will allow City Staff to shift between different projects and continue with our daily work.

The City received 4 proposals from engineering firms and Millennia Professional Services was selected. They have an extremely strong Phase 3 (Construction Engineering) team and a wealth of knowledge on IDOT's new reporting software.

Fiscal Impact: The agreement with Millennia is for \$896,600 and is largely based on the working days of the project and it taking two construction seasons to complete. The FY 23-24 budget includes a total of \$450,000 with the remainder being budgeted in FY 24-25.

Recommendation Summary: Staff requests approval of the engineering agreement with Millennia for an amount not to exceed \$896,600.

Action Requested: City Council to enter into an agreement with Millennia Professional Services to perform the Construction Engineering Inspection for the Freedom Parkway Extension Project.

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

THIS AGREEMENT is made and entered into this 13th day of March, 2023 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 Freedom Parkway Ext. Route Length 0.65 miles Structure No. N/A

Termini 0.2 miles east of McClugage Rd (Business 24) to N. Cummings Land

Description: Construction of a 3 lane section of HMA pavement for the extension of Freedom Parkway east to N. Cummings Lane, including installation of storm sewer and water main, and other associated items.

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 work for compliance with 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 **\$896,600** 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 12/31/2023. If the services of the ENGINEER extend beyond 12/31/2023, 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.

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.

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:

Executed by the ENGINEER:


Millennia Professional Services

850 N. Main St.

ATTEST:

Morton, IL 61550

By  _____

 _____

Title: Diane Swanson - Controller

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



2023 Standard Billing Rates

Employee Classification	Billing Rate
Professional Engineer V	\$212.00
Professional Engineer IV	\$200.00
Professional Engineer III	\$178.00
Professional Engineer II	\$153.00
Professional Engineer I	\$134.00
Engineer III	\$129.00
Engineer II	\$116.00
Engineer I	\$95.00
Technician VII	\$184.00
Technician VI	\$169.00
Technician V	\$154.00
Technician IV	\$129.00
Technician III	\$108.00
Technician II	\$86.00
Technician I	\$74.00
Administrative Assistant II	\$94.00
Administrative Assistant I	\$61.00
Core Drill & Generator	\$250 / Day
Nuclear Density Gauge	\$150 / Day
Company Vehicle	\$65 / Day
Personal Vehicle	Current IRS Rate

CRAWFORD, MURPHY & TILLY, INC.
STANDARD SCHEDULE OF HOURLY CHARGES
JANUARY 1, 2023

Classification	Regular Rate
Principal	\$ 275
Project Engineer II Project Architect II Project Manager II Project Environmental Scientist II Project Structural Engineer II	\$ 265
Project Engineer I Project Architect I Project Manager I Project Environmental Scientist I Project Structural Engineer I	\$ 230
Sr. Structural Engineer II	\$ 215
Sr. Technician II	\$ 190
Aerial Mapping Specialist	\$ 185
Sr. Engineer I Sr. Architect I Sr. Structural Engineer I Land Surveyor	\$ 185
Technical Manager II Environmental Scientist III	\$ 170
Sr. Technician I	\$ 165
Sr. Planner I GIS Specialist Engineer I Architect I Structural Engineer I	\$ 165
Environmental Scientist II Technician II	\$ 140
Planner I Technical Manager I Environmental Scientist I Technician I Project Administrative Assistant	\$ 120
Administrative/Accounting Assistant	\$ 80

If the completion of services on the project assignment requires work to be performed on an overtime basis, labor charges above are subject to a 15% premium. These rates are subject to change upon reasonable and proper notice. In any event this schedule will be superseded by a new schedule effective January 1, 2024.

Out of pocket direct costs will be added at actual cost for blueprints, supplies, transportation and subsistence and other miscellaneous job-related expenses directly attributable to the performance of services. A usage charge may be made when specialized equipment is used directly on the project. Subconsultant services furnished to CMT by another company will be invoiced at actual cost, plus ten percent.

Construction Engineering Services Cost Estimate Freedom Parkway - City of Washington

			PERIOD ENDING								Total	Billing	Total
			4/22/2023	4/29/2023	5/6/2023	5/13/2023	5/20/2023	5/27/2023	6/3/2023	6/10/2023	Hours	Rate	Labor
Classification		Role											
Professional Engineer V	MPS	PM		2		2		2		2	8	\$212.00	\$1,696.00
Technician VI	MPS	APM	2	2	4	4	4	4	4	4	28	\$169.00	\$4,732.00
Technician III	MPS	RE	20	20	40	40	45	45	50	50	310	\$108.00	\$33,480.00
Engineer III	MPS	Assist. RE		20	40	40	45	45	50	50	290	\$129.00	\$37,410.00
Technician I	MPS/CMT	Inspector					45	45	45	45	180	\$74.00	\$13,320.00
Professional Engineer II	MPS	CMMS				8	8	8	8	8	40	\$153.00	\$6,120.00
Vehicle Days			2	5	10	11	11	11	16	16	82		
													\$96,758.00

			PERIOD ENDING								Total	Billing	Total
			6/17/2023	6/24/2023	7/1/2023	7/8/2023	7/15/2023	7/22/2023	7/29/2023	8/5/2023	Hours	Rate	Labor
Classification		Role						period)					
Professional Engineer V	MPS	PM		2		2		2		2	8	\$212.00	\$1,696.00
Technician VI	MPS	APM	4	4	4	4	4	4	4	4	32	\$169.00	\$5,408.00
Technician III	MPS	RE	50	50	55	55	55	55	55	55	430	\$108.00	\$46,440.00
Engineer III	MPS	Assist. RE	50	50	55	55	55	55	55	55	430	\$129.00	\$55,470.00
Technician I	MPS/CMT	Inspector	45	45	50	50	50	50	50	50	390	\$74.00	\$28,860.00
Professional Engineer II	MPS	CMMS	8	8	8	8	8	8	8	8	64	\$153.00	\$9,792.00
Vehicle Days			16	16	18	18	18	18	18	18	140		
													\$147,666.00

			PERIOD ENDING								Total	Billing	Total
			8/12/2023	8/19/2023	8/26/2023	9/2/2023	9/9/2023	9/16/2023	9/23/2023	9/30/2023	Hours	Rate	Labor
Classification		Role											
Professional Engineer V	MPS	PM		2		2		2		2	8	\$212.00	\$1,696.00
Technician VI	MPS	APM	4	4	4	4	4	4	4	4	32	\$169.00	\$5,408.00
Technician III	MPS	RE	55	55	55	55	55	55	55	55	440	\$108.00	\$47,520.00
Engineer III	MPS	Assist. RE	55	55	55	55	25	25	25	25	320	\$129.00	\$41,280.00
Technician I	MPS/CMT	Inspector	50	50	50	50	45	45	45	45	380	\$74.00	\$28,120.00
Professional Engineer II	MPS	CMMS	8	8	8	8	8	8	8	8	64	\$153.00	\$9,792.00
Vehicle Days			18	18	18	18	14	14	14	14	128		
\$133,816.00													

			PERIOD ENDING								Total	Billing	Total
			10/7/2023	10/14/2023	10/21/2023	10/28/2023	11/4/2023	11/11/2023	11/18/2023	11/25/2023	Hours	Rate	Labor
Classification		Role											
Professional Engineer V	MPS	PM		2		2		2		2	8	\$212.00	\$1,696.00
Technician VI	MPS	APM	4	4	4	4	4	4	4	4	32	\$169.00	\$5,408.00
Technician III	MPS	RE	55	55	55	55	50	50	50	50	420	\$108.00	\$45,360.00
Engineer III	MPS	Assist. RE	25	25	25	25	20	20	20	20	180	\$129.00	\$23,220.00
Technician I	MPS/CMT	Inspector	45	45	45	45	45	45	45	45	360	\$74.00	\$26,640.00
Professional Engineer II	MPS	CMMS	8	8	8	8	8	8	8	8	64	\$153.00	\$9,792.00
Vehicle Days			14	14	14	14	13	13	13	13	108		
\$112,116.00													

			PERIOD ENDING								Total	Billing	Total
			12/2/2023	12/9/2023	12/16/2023	12/23/2023	12/30/2023	1/6/2024	1/13/2024	1/20/2024	Hours	Rate	Labor
Classification		Role											
Professional Engineer V	MPS	PM		2		2		2		2	8	\$212.00	\$1,696.00
Technician VI	MPS	APM	4	4	4	4	4	4	4	4	32	\$169.00	\$5,408.00
Technician III	MPS	RE	40	40	40	40	40	8	8	8	224	\$108.00	\$24,192.00
Engineer III	MPS	Assist. RE	20	20	20	20	20				100	\$129.00	\$12,900.00
Technician I	MPS/CMT	Inspector	40	40	40						120	\$74.00	\$8,880.00
Professional Engineer II	MPS	CMMS	8	8	8	8	8	4	4	4	52	\$153.00	\$7,956.00
Vehicle Days			13	13	13	8	8	1	1	1	58		

			PERIOD ENDING								Total	Billing	Total
			1/27/2024	2/3/2024	2/10/2024	2/17/2024	2/24/2024	3/2/2024	3/9/2024	3/16/2024	Hours	Rate	Labor
Classification		Role											
Professional Engineer V	MPS	PM		2		2		2		2	8	\$212.00	\$1,696.00
Technician VI	MPS	APM	4	4	4	4	4	4	4	4	32	\$169.00	\$5,408.00
Technician III	MPS	RE	8	8	8	8	8	32	32	32	136	\$108.00	\$14,688.00
Engineer III	MPS	Assist. RE									0	\$129.00	\$0.00
Technician I	MPS/CMT	Inspector									0	\$74.00	\$0.00
Professional Engineer II	MPS	CMMS	4	4	4	4	4	6	6	6	38	\$153.00	\$5,814.00
Vehicle Days			1	1	1	1	1	4	4	4	17		

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			PERIOD ENDING								Total	Billing	Total
			9/7/2024	9/14/2024	9/21/2024	9/28/2024	10/5/2024	10/12/2024	10/19/2024	10/26/2024	Hours	Rate	Labor
Classification		Role											
Professional Engineer V	MPS	PM		2		2		2		2	8	\$212.00	\$1,696.00
Technician VI	MPS	APM	2	2	2	2		2		2	12	\$169.00	\$2,028.00
Technician III	MPS	RE	16	16	16	16	16	16	16	16	128	\$108.00	\$13,824.00
Engineer III	MPS	Assist. RE									0	\$129.00	\$0.00
Technician I	MPS/CMT	Inspector									0	\$74.00	\$0.00
Professional Engineer II	MPS	CMMS	4	4	4	4	4	4	4	4	32	\$153.00	\$4,896.00
Vehicle Days			3	3	3	3	3	3	3	3	24		
													\$22,444.00

Estimate of Direct Costs

Item		Units	Quantity	Unit Cost	Total
Vehicles		Veh-Days	821.0	\$65.00	\$53,365.00

Labor	\$843,226.00
Direct Costs	\$53,365.00
Total Estimate	\$896,591.00

Total Cost Not To Exceed	\$896,600.00
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