



CITY OF WASHINGTON, ILLINOIS
City Council Agenda Communication

Meeting Date: 4-1-2024

Prepared By: Dennis Carr – City Engineer

Agenda Item: Construction Engineering Agreement for FY 2024/2025

Discussion:

In the past, the City has had individual agreements for Construction Engineering assistance on a per project basis with a full time Resident Engineer being on the large capital projects like Hilldale, Lawndale, Holland, and Stratford.

Catherine Street will require a full-time resident engineer, but there are also two drainage projects a few blocks away that will need to be well coordinated. With the inclusion of the drainage capital projects in the FY 24/25 budget, staff felt it would be most cost efficient to have one firm do the construction engineering. This would allow for them to adjust staffing levels to where the work is being done and not just having someone full time on a project where work may not be done that day.

Staff sent out a Request for Proposals for the combined Construction Engineering efforts and received four proposals from local firms. The selection committee ranked proposals and Millennia Professional Services was the top-ranking firm. They are great construction engineering firm and bring a strong presence to job sites. They have worked with the City previously on Freedom Parkway, Bobolink, and the Centennial Rec Trail projects.

Fiscal Impact:

Staff budgeted for the Construction Engineering for each individual project, so funds are being budgeted in the Streets, Storm, Sewer, and Water Funds for this contract.

Action Requested: Staff requests approval to enter into agreement with Millennia Professional Services to perform the Construction Engineering assistance for a cost not to exceed \$599,300.

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 18th day of March, 2024 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

Project Description

Project Name: Catherine Street Reconstruction and Drainage Projects

Description: Reconstruction of Catherine Street from Main Street to Elm Street. Construction of drainage improvement projects in various locations throughout the City of Washington.

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 \$599,300 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 12/31/2024. If the services of the ENGINEER extend beyond 12/31/2024, 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:

_____ of the
 City of Washington
 (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:

850 N. Main St.

ATTEST:

By 



Title: Diane Swanson - Controller

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

Construction Engineering Services Cost Estimate

Catherine and Drainage City of Washington

			PERIOD ENDING								Total	Billing	Total
			4/6/2024	4/13/2024	4/20/2024	4/27/2024	5/4/2024	5/11/2024	5/18/2024	5/25/2024	Hours	Rate	Labor
Classification		Role											
Professional Engineer V	MPS	PM	2	2	2	2	2	2	2	2	16	\$219.00	\$3,504.00
Technician VI	MPS	APM	6	6	6	6	6	6	6	6	48	\$174.00	\$8,352.00
Technician III	MPS	RE	40	40	40	40	45	45	45	45	340	\$111.00	\$37,740.00
Technician II	MPS	Inspector	40	40	40	40	45	45	45	45	340	\$88.00	\$29,920.00
Technician I	MPS	Inspector	40	40	40	40	45	45	45	45	340	\$76.00	\$25,840.00
Engineer III	TWM	Support	10		10		10		10		40	\$127.00	\$5,080.00
Vehicle Days			15	15	15	15	15	15	15	15	120		

\$110,436.00

			PERIOD ENDING								Total	Billing	Total
			6/1/2024	6/8/2024	6/15/2024	6/22/2024	6/29/2024	7/6/2024	7/13/2024	7/20/2024	Hours	Rate	Labor
Classification		Role											
Professional Engineer V	MPS	PM	2	2	2	2	2	2	2	2	16	\$219.00	\$3,504.00
Technician VI	MPS	APM	6	6	6	6	6	6	6	6	48	\$174.00	\$8,352.00
Technician III	MPS	RE	50	50	50	50	50	40	50	50	390	\$111.00	\$43,290.00
Technician II	MPS	Inspector	50	50	50	50	50	40	50	50	390	\$88.00	\$34,320.00
Technician I	MPS	Inspector	50	50	50	50	50	40	50	50	390	\$76.00	\$29,640.00
Engineer III	TWM	Support	10		10		10		10		40	\$127.00	\$5,080.00
Vehicle Days			15	15	15	15	15	15	15	15	120		

\$124,186.00

			PERIOD ENDING								Total	Billing	Total
			7/27/2024	8/3/2024	8/10/2024	8/17/2024	8/24/2024	8/31/2024	9/7/2024	9/14/2024	Hours	Rate	Labor
Classification		Role											
Professional Engineer V	MPS	PM	2	2	2	2	2	2	2	2	16	\$219.00	\$3,504.00
Technician VI	MPS	APM	6	6	6	6	6	6	6	6	48	\$174.00	\$8,352.00
Technician III	MPS	RE	45	45	45	45	45	45	45	45	360	\$111.00	\$39,960.00
Technician II	MPS	Inspector	45	45	45	45	45	45	45	45	360	\$88.00	\$31,680.00
Technician I	MPS	Inspector	45	45	45	45	45	45	45	45	360	\$76.00	\$27,360.00
Engineer III	TWM	Support	10		10		10		10		40	\$127.00	\$5,080.00
Vehicle Days			15	15	15	15	15	15	15	15	120		

\$115,936.00

			PERIOD ENDING								Total	Billing	Total
			9/21/2024	9/28/2024	10/5/2024	10/12/2024	10/19/2024	10/26/2024	11/2/2024	11/9/2024	Hours	Rate	Labor
Classification		Role											
Professional Engineer V	MPS	PM	2	2	2	2	2	2	2	2	16	\$219.00	\$3,504.00
Technician VI	MPS	APM	6	6	6	6	6	6	6	6	48	\$174.00	\$8,352.00
Technician III	MPS	RE	45	45	45	45	45	45	45	45	360	\$111.00	\$39,960.00
Technician II	MPS	Inspector	45	45	45	45	45	45	45	45	360	\$88.00	\$31,680.00
Technician I	MPS	Inspector	45	45	45	45	45	45	45	45	360	\$76.00	\$27,360.00
Engineer III	TWM	Support	10		10		10		10		40	\$127.00	\$5,080.00
Vehicle Days			15	15	15	15	15	15	15	15	120		

\$115,936.00

Classification	MPS	Role	PERIOD ENDING							Total Hours	Billing Rate	Total Labor	
			11/16/2024	11/23/2024	11/30/2024	12/7/2024	12/14/2024	12/21/2024	12/28/2024				1/4/2025
Professional Engineer V	MPS	PM	2	2	2	2	2	2	2	2	14	\$219.00	\$3,066.00
Technician VI	MPS	APM	6	6	6	6	6	6	6	6	42	\$174.00	\$7,308.00
Technician III	MPS	RE	45	45	40	40	40	40	40	40	290	\$111.00	\$32,190.00
Technician II	MPS	Inspector	45	45	40	40	40	40	40	40	290	\$88.00	\$25,520.00
Technician I	MPS	Inspector	45	45	40	40	40	40	40	40	290	\$76.00	\$22,040.00
Engineer III	TWM	Support	10		10		10		6		36	\$127.00	\$4,572.00
Vehicle Days			15	15	15	15	15	15	15	15	105		

\$94,696.00

Estimate of Direct Costs

Item	Units	Quantity	Unit Cost	Total
Vehicles	Veh-Days	585.0	\$65.00	\$38,025.00

Labor	\$561,190.00
Direct Costs	\$38,025.00
Total Estimate	\$599,215.00

Total Cost Not To Exceed \$599,300.00



850 North Main Street • Morton, Illinois 61550 • 309.321.8141
 2600 Warrenville Road, Suite 203 • Downers Grove, Illinois 60515 • 630.705.0110
 7413 Manchester Road • St. Louis, Missouri 63143 • 314.531.3981
 11 Executive Drive, Suite12 • Fairview Heights, Illinois 62208 • 618.624.8610

2024 Standard Survey Billing Rates

(Rates effective January 1st, 2024 – December 31st, 2024)

Description	2024 Hourly Rate (Unless Noted)
Senior Project Manager	\$219.00
Project Manager	\$170.00
Professional Engineer V	\$219.00
Professional Engineer IV	\$206.00
Professional Engineer III	\$184.00
Professional Engineer II	\$158.00
Professional Engineer I	\$138.00
Engineer III	\$133.00
Engineer II	\$120.00
Engineer I	\$98.00
Technician VI	\$174.00
Technician V	\$159.00
Technician IV	\$133.00
Technician III	\$111.00
Technician II	\$88.00
Technician I	\$76.00
Vehicle per Day	\$100.00 Day
Vehicle Mileage	Current IRS Rate
ATV	\$65.00 Day
Bathymetric Survey Equip.	\$500.00 Day
Hubs, Lath, Rods, etc...	Actual cost plus 5%
Per diem (meals)	\$54.00 Day
Hotel	Actual cost

Typical survey equipment, such as a Total Stations and GPS rovers, are considered tools of the trade and are included as part of the vehicle rate.

Rates are subject to annual adjustments



THOUVENOT, WADE & MOERCHEN, INC.
SCHEDULE OF FEES

Principal	\$200.00
Senior Engineer	\$183.00
Senior Project Manager	\$183.00
Project Engineer V	\$180.00
Project Engineer IV	\$171.00
Project Engineer III	\$161.00
Project Engineer II	\$151.00
Project Engineer I	\$140.00
Project Manager IV	\$171.00
Project Manager III	\$161.00
Project Manager II	\$151.00
Project Manager I	\$140.00
Senior Structural Engineer	\$194.00
Structural Engineer V	\$189.00
Structural Engineer IV	\$179.00
Structural Engineer III	\$170.00
Structural Engineer II	\$158.00
Structural Engineer I	\$151.00
Survey Crew (3 person crew)	\$246.00
Survey Crew (2 person crew)	\$194.00
Survey Crew (2 person crew w/Robotics or GPS)	\$207.00
Survey Crew (1 person w/Robotics or GPS)	\$149.00
Survey Crew (2 person w/3D Scanner)	\$279.00
Survey Crew (1 person w/3D Scanner)	\$210.00
Engineer III	\$127.00
Engineer II	\$121.00
Engineer I	\$115.00
Surveyor V	\$177.00
Surveyor IV	\$164.00
Surveyor III	\$151.00
Surveyor II	\$134.00
Surveyor I	\$111.00
3D Scanning Technician	\$167.00
Technician VI	\$113.00
Technician V	\$105.00
Technician IV	\$100.00
Technician III	\$94.00
Technician II	\$89.00
Technician I	\$84.00
Jr. Technician	\$59.00
IT Manager	\$147.00
Systems Administrator	\$126.00
Cad Manager	\$127.00
Cad Designer III	\$114.00
Cad Designer II	\$104.00
Cad Designer I	\$93.00
Accountant III	\$133.00
Accountant II	\$115.00
Accountant I	\$96.00
Word Processing	\$85.00
Air & Vacuum Testing 2 Technicians w/ Equipment	\$231.00
Live Sewer Testing	\$297.00
Mandrel Testing 2 Technicians w/ Equipment	\$212.00
Live Sewer Testing	\$278.00
Video Testing 1 Technician w/ Equipment	\$247.00
2 Technicians w/Equipment	\$337.00
Outside Services (Consultants, Delivery Service, Express Mail, etc.)	At Cost plus 15%
Commercial Travel, Meals, Lodging & Other Expenses	At Cost
Travel (Non local) per Mile at current GSA rate.	