

Municipality City of Peoria	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name Millennia Professional Services
Township Peoria				Address 850 N. Main St.
County Peoria				City Morton
Section 05-00302-00-PV				State IL

THIS AGREEMENT is made and entered into this 24th day of January, 2017 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above PROJECT. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

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 Northmoor Rd Route 6647 Length 1.0 miles Structure No. _____
Termini Sta 10+35 to 61+00

Description

Project consists of reconstructing Northmoor Road from Allen Road to University Street. Project also includes construction of a 10' multi-use path as well as a new entrance to Expo Gardens.

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. Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
 - b. Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.
 - c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.

- e. Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.
- f. Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.

NOTE Four copies to be submitted to the Regional Engineer

- g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
- h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
- i. Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.
- j. Furnish or cause to be furnished:
 - (1) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.
 - (2) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.
 - (3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
 - (4) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
 - (5) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.

- k. Furnish or cause to be furnished
 - (1) A resident construction supervisor, inspectors, and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
 - a. Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
 - b. Establishment and setting of lines and grades.
 - c. 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 plans and authorized extra work.
 - d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.
 - e. Revision of contract drawings to reflect as built conditions.
 - f. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.

NOTE: When Federal funds are used for construction and the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor, the ENGINEER is required to be prequalified with the STATE in Construction Inspection. The onsite resident construction supervisor and project inspectors shall possess valid Documentation of Contract Quantities certification.

2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.
3. To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT.
4. In the event plans, surveys or construction staking are found to be in error during the construction of the PROJECT and revisions of the plans or survey or construction staking corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the contractor.
5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
6. To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.
7. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.
8. To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.

The LA Agrees,

1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 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 _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
- b. A sum of money equal to the percentage of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	
Under \$50,000	_____	(see note)
	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j and 1k of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this PROJECT as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1b, 1c, 1d, 1e, 1f, 1j and 1k of THE ENGINEER AGREES. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

Grade Classification of Employee	Hourly Rate
Principal Engineer	\$168 - \$196
Resident Construction Supervisor	\$100 - \$120
Chief of Party	
Instrument Man	
Rodmen	
Inspectors	\$40 - \$85

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed their hands and seals and shall remain in effect until 12/31/2017. In event the services of the ENGINEER extend beyond 12/31/2017, 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, in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee based on the above fee schedule and the approved estimate of cost.
 - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee (excluding any fees paragraphs 1j and 1k of the ENGINEER AGREES), based on the above fee schedule and the awarded contract cost, less any previous payment.
 - c. Upon completion of the construction of the improvement, 90 percent of the fee due for services stipulated in paragraphs 1j and 1k.
 - d. Upon completion of all final reports required by the LA and the DEPARTMENT and acceptance of the improvement by the DEPARTMENT, 100 percent of the total fees due under this AGREEMENT, less any amounts previously paid.

By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That should the improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, 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. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus n/a percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans.
6. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit - "actual cost" being defined as in paragraph 4 above.
7. To submit approved forms BC 775 and BC 776 with this AGREEMENT when federal funds are used for construction.

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 Peoria / Peoria / Peoria of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____,

_____ ,

Clerk

By _____

(Seal)

Title:

Executed by the ENGINEER:

Millennia Professional Services
850 N. Main St.

ATTEST:

Morton, IL 61550

By Stephen M. Dues

Paul Marino

Title: Director of Operations

Title: President

Approved

Date
Department of Transportation

Regional Engineer

Phase III Services Northmoor Rd Peoria 2017

2017

Classification	Role	PERIOD ENDING														Total Hours	Billing Rate	Total Labor		
		12/17/2016	12/24/2016	12/31/2016	1/7/2017	1/14/2017	1/21/2017	1/28/2017	2/4/2017	2/11/2017	2/18/2017	2/25/2017	3/4/2017	3/11/2017	3/18/2017					
		(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	
Principal Technician IV	PM	4	4	4	8	8	8	8	16	16	8	8	8	16	16	8	8	4	4	\$12,558.00
Engineer II	RE																			\$11,065.60
Inspector	Inspector																			\$78.40
Technician I	Inspector / Teste																			\$61.60
Vehicle Days																				\$0.00
																				\$0.00
																				\$23,623.60

Classification	Role	PERIOD ENDING														Total Hours	Billing Rate	Total Labor			
		3/25/2017	4/1/2017	4/8/2017	4/15/2017	4/22/2017	4/29/2017	5/6/2017	5/13/2017	5/20/2017	5/27/2017	6/3/2017	6/10/2017	6/17/2017	6/24/2017						
		(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	
Principal Technician IV	PM	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	\$8,008.00	
Engineer II	RE																				\$10,852.80
Inspector	Inspector																				\$78.40
Technician I	Inspector / Teste																				\$61.60
Vehicle Days																					\$0.00
																					\$0.00
																					\$18,860.80

Classification	Role	PERIOD ENDING														Total Hours	Billing Rate	Total Labor			
		7/1/2017	7/8/2017	7/15/2017	7/22/2017	7/29/2017	8/5/2017	8/12/2017	8/19/2017	8/26/2017	9/2/2017	9/9/2017	9/16/2017	9/23/2017	9/30/2017						
		(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	
Principal Technician IV	PM	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	\$182.00	
Engineer II	RE																				\$106.40
Inspector	Inspector																				\$78.40
Technician I	Inspector / Teste																				\$61.60
Vehicle Days																					\$0.00
																					\$0.00
																					\$120,988.00

Classification	Role	PERIOD ENDING														Total Hours	Billing Rate	Total Labor			
		10/7/2017	10/14/2017	10/21/2017	10/28/2017	11/4/2017	11/11/2017	11/18/2017	11/25/2017	12/2/2017	12/9/2017	12/16/2017	12/23/2017	12/30/2017							
		(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	(Hrs in weekly period)	
Principal Technician IV	PM	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	\$9,464.00	
Engineer II	RE																				\$71,820.00
Inspector	Inspector																				\$78.40
Technician I	Inspector / Teste																				\$61.60
Vehicle Days																					\$36,652.00
																					\$0.00
																					\$117,996.00

Item	Units	Qty	Unit Cost	Total
Vehicles			\$65.00	\$18,590.00
Total:				\$18,590.00

Estimate of Direct Costs

Item	Units	Qty	Unit Cost	Total
Vehicles			\$65.00	\$18,590.00
Labor				\$281,408.40
Direct Costs				\$18,590.00
				\$299,998.40



**Illinois Department
of Transportation**

**Local Public Agency Resident
Construction Supervisor/ In
Responsible Charge**

Kensil Garnett
Regional Engineer
Department of Transportation
401 Main St.
Peoria, Illinois 61602

County Peoria
Municipality City of Peoria
Section 05-00302-00-PV
Route FAU 6647
Contract No. 89386
Job No. _____
Project M-5093(136)

- I recommend the following individual as a local public agency employee qualified to be resident construction supervisor and to be in responsible charge of this construction project.
- I certify that I am in responsible charge as defined by the department of this construction project. Since the local public agency does not have a local public agency employee qualified to be the resident construction supervisor, I am recommending a consulting engineer to serve as resident construction supervisor.

Date Signature and Title (for the Local Public Agency)

Chad M. Breedlove
Applicants Name (Type or Print)

The following describes my educational background, experience and other qualifications to be resident construction supervisor of this construction project for the Local Public Agency.

For Consultants: I certify that my firm is prequalified in Construction Inspection and my Documentation of Contract Quantities certificate number is 13-0001.

1/6/17
Date

Chad M. Breedlove
Signature of Applicant

Resident Tech. IV
Job Title of Applicant

Based on the above information and my knowledge of the applicant's experience and training, it is my opinion that the applicant is qualified to serve as the resident construction supervisor on this construction project.

Approved _____
Date Regional Engineer

cc: Engineer of Local Roads and Streets, Central Bureau of Local Roads and Streets
Engineer of Construction, Central Bureau of Construction
Resident Construction Supervisor
Local Public Agency

Instructions for Preparation of Form BC 775

23 CFR 635.105 requires that the state transportation department (STD) has responsibility for the construction of all Federal-aid projects, and is not relieved of such responsibility by authorizing performance of the work by a local public agency or other Federal agency.

When a project is located on a street or highway over which the STD does not have legal jurisdiction, or when special conditions warrant, the STD, while not relieved of overall project responsibility, may arrange for the local public agency having jurisdiction over such street or highway to perform the work with its own forces or by contract. In those instances where a local public agency elects to use consultants for construction engineering services, the local public agency shall provide a full-time employee of the agency to be in responsible charge of the project.

The full-time local public agency employee in responsible charge of the project shall perform the following duties and functions:

- Administer inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of projects;
- Maintain familiarity of day to day project operations, including project safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project on a frequency that is commensurate with the magnitude and complexity of the project;
- Review financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The Department of Transportation, in accordance with the requirements, requires the local public agency to identify the local public agency employee who will be in responsible charge of each Federal-Aid project which will be constructed under the supervision of the county, municipality or other public agency. County Engineers, Municipal Engineers, and full-time local public agency employees registered as a professional engineer should be identified in the pre-construction meeting minutes. All other resident construction supervisors must submit their qualifications on this form for approval by the department. Resident construction supervisors who are consultants shall be certified in Documentation of Contract Quantities and their firm shall be prequalified in Construction Inspection.

This form will be completed by the applicant, endorsed by a representative of the local public agency, and submitted to the Deputy Director Division of Highways, Regional Engineer prior to the start of construction. This signatory for the local public agency should be the County Engineer or Municipal Engineer, as applicable. In the event a municipality does not have a Municipal Engineer, the applicant will be recommended by the appropriate municipal authority.

If a consultant is named on this form, the approved form will be included as an attachment to the appropriate construction engineering consultant agreement.

This document should be discussed as part of the preconstruction conference and a copy of the approved form retained with the preconstruction meeting minutes.