



2232 E. WASHINGTON ST. East Peoria, Illinois 61611 . Phone (309) 698-4716 FAX (309) 698-4730

Commissioners
Dan Decker Michael Sutherland

TO: The Honorable Mayor and the City Council

THRU: Dan Decker, Commissioner of Streets

FROM: Ric Semonski, Supervisor of Streets

DATE: January 7, 2020

SUBJECT: RECOMMENDATION TO APPROVE AN AGREEMENT BETWEEN THE CITY AND MIDWEST ENGINEERING TO PROVIDE CONSTRUCTION ENGINEERING SERVICES FOR THE RECONSTRUCTION OF A PORTION OF ALTROFER LANE FROM VENTURE DR TO EASTLIGHT DRIVE LOCATED IN THE CITY OF EAST PEORIA.

DISCUSSION:

The City of East Peoria desires to reconstruct a portion of Altrofer Lane from Venture Drive to Eastlight Drive. This improvement will better facilitate the free flow of traffic for two existing hotels along with a proposed new hotel to be constructed on the existing undeveloped site remaining in the Main-on Main development area.

The proposed engineering agreement services are outlined in the attached proposal letter from Midwest Engineering Associates, Inc. The work will be performed on a time and material basis. The cost for these services is estimated to be \$39,180.00 or 7% of the estimated \$562,125.00 construction cost for the remaining work needed. Please note that the Illinois Department of Transportation typically allows for 10% of the construction cost for this type of engineering service. Midwest is providing this service for 7% or approximately \$17,000.00 less than what is standard.

RECOMMENDATION:

Approve engineering estimate submitted by Midwest Engineering, Inc. in the amount of \$39,180.00.

RESOLUTION NO. 1920-100

East Peoria, Illinois

_____ , 2020

RESOLUTION BY COMMISSIONER _____

**RESOLUTION APPROVING CONSTRUCTION ENGINEERING SERVICES
CONTRACT WITH MIDWEST ENGINEERING ASSOCIATES
FOR ALTORFER LANE IMPROVEMENTS**

WHEREAS, City Officials have identified needed improvement to Altorfer Lane to allow for the continued development of the Main-on-Main development project; and

WHEREAS, in order to support the current usage of Altorfer Lane for the two hotels located on Eastlight Court, along with the proposed development of a new hotel project on the undeveloped hotel site remaining in the Main-on-Main development project area, City Officials have determined that Altorfer Lane needs to be improved by repairing and improving deteriorated areas of the roadway and by improving storm water drainage (the "Altorfer Lane Project"); and

WHEREAS, City Officials have determined that construction engineering services are needed to properly oversee the construction of the storm water and roadway improvements for the Altorfer Lane Project; and

WHEREAS, the City has negotiated an agreement with Midwest Engineering Associates ("MWEA") for providing the construction engineering services for the Altorfer Lane Project for a fee of \$39,180.00 under the terms and conditions set forth in the contract attached hereto as "Exhibit A" (the "Contract"), as such Contract is modified herein; and

WHEREAS, the City hereby finds that this Contract with MWEA for undertaking these construction engineering services that are necessary for the Altorfer Lane Project in the Main-on-Main development project area is in the best interests of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, THAT:

Section 1. The above recitations are found to be true and correct.

Section 2. The Contract with MWEA is hereby approved subject to the deletion of Paragraph 2 of the General Conditions pertaining to risk allocation as attached to the Contract document, and the Mayor or his designee is hereby authorized and directed to execute this Contract with MWEA (Exhibit A) on behalf of the City for engineering services for the Altorfer Lane Project after this deletion in the General Conditions document, together with such changes therein as the Mayor in his discretion deems appropriate, at total cost not to exceed \$39,180.00 for the Contract; provided, however, that the City shall have no obligation under the Contract with MWEA until such time as an executed original of such documentation has been delivered to MWEA.

APPROVED:

Mayor

ATTEST:

City Clerk



December 30th, 2019

Mr. Ric Semonski
Supervisor of Streets
City of East Peoria
2232 East Washington Street
East Peoria, IL 61611

RE: Proposed Letter Agreement – Provide Construction Engineering Services for the Altorfer Lane Reconstruction Venture to Eastlight project located in East Peoria, Illinois

Dear Mr. Semonski:

Midwest Engineering Associates, Inc. (MWEA) is pleased to have the opportunity to continue to assist the City of East Peoria with the Altorfer Lane Reconstruction Venture to Eastlight project.

BACKGROUND

In anticipation that the bidding documents for the Altorfer Lane Reconstruction from Venture to Eastlight project will be advertised for bid in late February/early March of 2020, the following scope of work identifies the Construction Engineering Services MWEA will provide on behalf of the City of East Peoria to verify the project is constructed in accordance with the City of East Peoria's and Illinois Department of Transportation's policies, procedures, and guidelines.

SCOPE OF WORK

❖ Construction Engineering

Provide construction engineering services in accordance with the City of East Peoria's and Illinois Department of Transportation's policies, procedures, guidelines, memorandums, etc. The Construction Engineering Services will include but may not be limited, to the following:

- ✓ Construction inspection
- ✓ Documentation in accordance with the Illinois Department of Transportation's (IDOT's) policies, procedures, and guidelines.
- ✓ Completion of Inspector's Daily Report, as applicable, in accordance with IDOT's policies, procedures, and guidelines.
- ✓ Completion of field book(s), as applicable in accordance with IDOT's policies, procedures, and guidelines.
- ✓ Verification and measurement of the quantities of the items constructed.
- ✓ Materials Testing – quality control. The Contractor will be responsible for quality assurance.
- ✓ Reviewing and processing contractor pay requests.
- ✓ Review, coordinate, and process change orders.
- ✓ Conducting the preconstruction conference.
- ✓ Hosting intermediate construction progress meetings.



- ✓ On-site inspection of construction work.
- ✓ Prepare preliminary and final punch lists.

ADDITIONAL SERVICES

Additional services that are not included in the proposed Scope of Work may include (but are not limited to) changes in project conditions and /or changes in the anticipated length of time to construct the proposed improvements.

Any additional services can be performed as needed with a scope, fee, and schedule to be identified and agreed upon by MWEA and the City at a later time.

FEES

Midwest Engineering Associates, Inc. proposes to perform the above Scope of Services on a time and materials basis using a 2.8 direct labor multiplier. The estimated total fee is approximately **\$39,180.00**. Refer to attached Exhibit A for a detailed breakdown of the proposed manhours.

PLEASE NOTE THE FOLLOWING: The opinion of probable construction cost for the remaining work is \$562,125. MWEA's estimated construction engineering services fee of \$39,180 is 7.0% of the opinion of probable construction cost. The Illinois Department of Transportation and the standard within the Industry typically allows 10% (Our proposed fee is a reduction of +/- \$17,000).

SCHEDULE

While MWEA can start work immediately upon receipt of an executed copy of this agreement, or written notice to proceed, or e-mail referring to this proposal with instructions to proceed, work will not begin until after the project has been awarded.

TERMS AND CONDITIONS

Attached to this proposal are our General Conditions of Service, which are expressly incorporated into, and are an integral part of, our contract for professional services. Please indicate your acceptance of this proposal by having an authorized representative of the City of East Peoria execute a complete copy and return it to our office.

Your acceptance of our proposal confirms that the terms and conditions are understood, including payment to MWEA upon receipt of the invoice, unless specifically arranged otherwise in writing. Of course, if you wish to discuss the terms, conditions, and provisions of our proposal, we would be pleased to do so.

Ric, we are very appreciative of yours and the City's continued support. I sincerely appreciate the opportunity to provide the City with Midwest Engineering Associates construction



engineering services.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robert D. Culp".

Robert D. Culp, P.E.
Senior Project Manager

A handwritten signature in blue ink, appearing to read "David L. Horton".

David L. Horton, P.E.
Senior Project Manager

RDC

Attachments:

Exhibit A
General Conditions of Service

Responsible for Payment and Accepted by:

Signature: _____

Name (please print): _____

Title (please print): _____

Firm: _____

Date: _____



EXHIBIT A

PROJECT: ALTORFER LANE RECONSTRUCTION VENTURE TO EASTLIGHT

PHASE III COST ESTIMATE OF CONSULTANT SERVICES

12/30/2019



MAN-HOURS BY CLASSIFICATION - CONSTRUCTION ENGINEERING:

DESCRIPTION	PROJECT MANAGER	RESIDENT ENGINEER	TOTAL
1 CONSTRUCTION ENGINEERING		294	294
2 PROJECT MANAGEMENT	32		
SUBTOTAL - HOURS:	32	294	294
HOURLY LABOR RATE:	\$60.58	\$38.02	
HOURLY LABOR RATE WITH 2.8 MULTIPLIER:	\$169.62	\$106.46	

SUBTOTAL = \$5,427.97 \$31,298.06 \$36,726.03

DIRECT COSTS - VEHICLES

Item	Total
VEHICLE #6 - RESIDENT ENGINEER	\$2,450.00
SUBTOTAL =	\$2,450.00

TOTAL CONSTRUCTION ENGINEERING COSTS = \$39,180.00



EXHIBIT A (CONTINUED)

PROJECT: ALTORFER LANE RECONSTRUCTION VENTURE TO EASTLIGHT
 PHASE III ESTIMATED CONSTRUCTION ENGINEERING MONTHLY MANHOURS



12/30/2019

RESIDENT / LIAISON ENGINEER (MAY 4, 2020 TO JULY 10, 2020)							
Month	Total Weekdays	Average Weekday Hours	Total Weekday Hours	Total Weekend Days (Saturdays)	Average Weekend Hours	Total Weekend Hours	Comments
May-20	20	6	120	0	8	0	Construction Begins 05/04/20; Excludes 1 Holiday
Jun-20	22	6	132	0	8	0	
Jul-20	7	6	42	0	8	0	Excludes 1 Holiday; Project Closeout 07/10/20
Total	49		294	0		0	

TOTAL RESIDENT ENGINEER HOURS: 294



EXHIBIT A (CONTINUED)

PROJECT: ALTORFER LANE RECONSTRUCTION VENTURE TO EASTLIGHT

PHASE III ESTIMATED CONSTRUCTION ENGINEERING DIRECT COSTS

12/30/2019



Vehicle Company Owned			
Vehicle Number	Days	Estimated Average Daily Cost	Estimated Total Cost
6 - Resident Engineer	49	\$ 50.00	\$ 2,450.00
Total	49		\$ 2,450.00



Midwest Engineering Associates, Inc.
General Conditions Agreement for Professional Services

To assure an understanding of matters related to mutual responsibilities, these General Conditions are made a part of the Agreement.

1. WARRANTY

- a. In performing its professional services hereunder, the services of Midwest Engineering Associates, Inc. will be of the kind and quality designated and will be performed by qualified personnel, under similar circumstances, by reputable members of its profession currently practicing in the same or similar locality. No other warranties, express or implied, is made or intended by Midwest Engineering Associates, Inc.'s undertaking herein or its performance of services hereunder.

2. RISK ALLOCATION

- ~~a. The total liability, in the Agreement, of Midwest Engineering Associates, Inc. and Midwest Engineering Associates, Inc.'s officers, directors, employees, agents and consultants, and any of them, to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages arising out of Midwest Engineering Associates, Inc.'s services, the Project of this Agreement, including but not limited to negligence, errors, omissions, strict liability or breach of contract of Midwest Engineering Associates, Inc. or Midwest Engineering Associates, Inc.'s officers, directors, employees, agents and consultants, and any of them shall not exceed the total compensations received by Midwest Engineering Associates, Inc. under this Agreement or the total amount of \$50,000, whichever is greater.~~

3. REUSE OF DOCUMENTS

- a. All documents including drawings and specifications prepared by Midwest Engineering Associates, Inc. pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project, or any other project. Any reuse without specific written verification or adaptation by Midwest Engineering Associates, Inc. will be at Client's sole risk and without liability or legal exposure to Midwest Engineering Associates, Inc.; and Client shall indemnify and hold harmless Midwest Engineering Associates, Inc. from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Midwest Engineering Associates, Inc. to further compensations at rates to be agreed upon by Client and Midwest Engineering Associates, Inc.

4. CONFIDENTIALITY

- a. Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the same time of transmission and said party shall not reveal such information to any third party.

5. PAYMENT

- a. Payment for services rendered shall be made monthly in accordance with invoices rendered by Midwest Engineering Associates, Inc. If payment is to be on a Lump Sum basis, monthly invoices will be based on the portion of the total services completed during the month as estimated by Midwest Engineering Associates, Inc. If payment is to be on a Standard Hourly basis, or a Multiplier or direct labor basis, monthly invoices will be computed from the actual effort applied during the month. If Client requires work beyond the standard 40 hour work week overtime rates shall apply. Overtime shall be time and a half of applicable labor rate or direct multiplier. If Client does not accept new Standard Hourly Rate schedules adopted by Midwest Engineering Associates, Inc. on an annual basis, Midwest Engineering Associates, Inc. may terminate the Agreement and/or cease performing services under the Agreement until paid in full.
- b. Any and all changes or deviations in the scope of work defined ordered by Client must be in writing, the contract sum being increased or decreased accordingly by Midwest Engineering Associates, Inc. Any claims for increases in the cost of the work must be presented by Midwest Engineering Associates, Inc. to the Client in writing, and written approval of the Client shall be obtained by Midwest Engineering Associates, Inc. before proceeding with the ordered change or revision.



- c. Invoices, or part thereof, which are not paid within 30 days after the date of their issue shall be assessed a service charge at the rate of 1 ½% per month. Client will pay on demand all collection costs, legal expenses and attorneys' fees incurred or paid by Midwest Engineering Associates, Inc. in collecting payment, including service charge, for services rendered. Non-payment of invoices shall be cause for suspension of services by Midwest Engineering Associates, Inc.
6. **SUBCONTRACTING**
- a. Each party has the right to subcontract any and all services, duties, and obligations of the Agreement.
7. **TERMINATION**
- a. At any time, either Midwest Engineering Associates, Inc. or the Client may terminate, with or without cause, by giving seven days advance written notice to the other party. If Midwest Engineering Associates, Inc. terminates its consulting relationship with the Client, the Client shall have the option, in its complete discretion, to terminate Midwest Engineering Associates, Inc. immediately without the running of any notice period. In the event of termination, Midwest Engineering Associates, Inc. shall be compensated by Client for all services rendered to the date of termination plus reasonable termination costs to organize Midwest Engineering Associates, Inc.'s files and any reasonable expenses incurred by Midwest Engineering Associates, Inc. to coordinate efforts with another party.
8. **USE OF WORK PRODUCT**
- a. Except as specifically set forth in writing and signed by both Midwest Engineering Associates, Inc. and Client, Midwest Engineering Associates, Inc. shall have all copyright and patent rights with respect to all materials developed under this contract, and Midwest Engineering Associates, Inc. is hereby granted a non-exclusive license to use and employ such materials within Midwest Engineering Associates, Inc. business.
9. **CONSTRUCTION RESPONSIBILITY**
- a. Midwest Engineering Associates, Inc. shall not be responsible for the means, methods, procedures, techniques, or sequences of construction, nor safety on the job site, nor shall Midwest Engineering Associates, Inc. be responsible for the Contractor's failure to carry out the work in accordance with the contract documents.
10. **OPINIONS OF COST**
- a. Since Midwest Engineering Associates, Inc. has no control over the cost of labor, materials, or equipment, or over a Contractor's method of determining prices, or over competitive bidding or market conditions, the opinions of probable project cost or construction that may be provided will be based solely on Midwest Engineering Associates, Inc.'s own experience and represent his best judgment as a design professional familiar with the construction industry, but Midwest Engineering Associates, Inc. cannot, and does not, guarantee that proposals, bids or the construction cost will vary from opinion s of probable cost prepared by Midwest Engineering Associates, Inc.
11. **ATTORNEY'S FEES**
- a. In the event of litigation based upon, or arising out of, this Agreement, the losing party will pay to the prevailing party all costs of expenses, including attorney's fees, incurred by the prevailing party in the enforcing of any of the covenants and provisions of this Agreement and incurred in any action brought on account of the provisions of this Agreement and incurred in any action brought on account of the provisions hereof, and all such costs, expenses and attorney's fees may be included in and form a part of any judgment entered in any proceeding brought on or under this Agreement. This Agreement shall be bound by the governing laws of the State of Illinois. The parties hereto stipulate and agree that any litigation based upon or arising out of this Agreement shall be filed in the Circuit Court of Peoria County, Illinois.
12. **COMPLIANCE WITH CODES AND STANDARDS**
- a. In the performance of all services to be provided hereunder, Midwest Engineering Associates, Inc. and Client agree to put forth reasonable professional efforts to comply with codes, regulations and laws in effect as of this Agreement date.



13. STANDARD OF CARE

- a. Services performed by MIDWEST under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

14. HAZARDOUS MATERIALS

- a. Any hazardous or toxic substances encountered by associated with services provided by Midwest Engineering Associates, Inc. for the Project shall at no time be or become the property of Midwest Engineering Associates, Inc. Arrangements for handling the hazardous or toxic substances, which are made by Midwest Engineering Associates, Inc., shall be made solely and exclusively on Client's behalf and benefit and Client shall indemnify and hold harmless Midwest Engineering Associates, Inc. from and against any and all liability which arises out of the hazardous or toxic substance handling.