



MEMORANDUM

TO: Mayor Laurel L. Prussing and Members of the City Council
FROM: Gale L. Jamison, Assistant City Engineer
William R. Gray, Public Works Director
DATE: January 5, 2012
RE: Preliminary/Construction Engineering Services Agreement with MSA Professional Services – Cunningham Avenue (US Rte. 45) Improvements at Advantage Recycling

INTRODUCTION

Mervis Industries, a large scrap recycling company, is planning a new recycling facility at 3008 North Cunningham Avenue (US Route 45) in north Urbana, to be operated as Advantage Recycling. Mervis has a long and successful history in the Midwest and their continued growth and success with the construction of the proposed facility will benefit the economic stability of the City of Urbana. The proposed facility will be clean and a customer friendly location that will allow local citizens to increase their recycling efforts in a safe and efficient manner. The investment in this project will be in excess of \$1.5 million and is expected to create 20-25 temporary construction jobs as well as 10 permanent new employment opportunities. The construction will also include the investment of an estimated \$370,737 in roadway improvements to Cunningham Avenue to access the proposed facility. In a November 23, 2011 letter from the Illinois Department of Transportation, the project was awarded an Economic Development Project Grant in the amount of \$326,080 for 75% of the Preliminary Engineering, Construction Engineering and Construction Costs of the project.

In order to expend grant funds for the Preliminary Engineering and Construction Engineering services for the project the City must enter into an Engineering Services Agreement with the engineering firm that has completed the project design for Mervis Industries in the not-to-exceed amount of \$64,036. That firm is MSA Professional Services and has all the necessary qualifications to perform the required services. A copy of the proposed professional services agreement in the required IDOT format is attached to this memo.

FISCAL IMPACTS

The \$64,036 will be funded with \$48,027 EDP Grant funds and \$16,009 from Mervis Industries escrowed funds. There is no net cost to the City.

ISSUES AND DISCUSSION

The attached City-State Economic Development Program Agreement requires the following resolution be passed by the City Council:

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A PRELIMINARY/CONSTRUCTION ENGINEERING SERVICES AGREEMENT WITH MSA PROFESSIONAL SERVICES (Cunningham Avenue (US Rte. 45) Improvements at Advantage Recycling)

This Resolution authorizes the Mayor and City Clerk to execute and deliver the agreement (attached) on behalf of the City of Urbana.

RECOMMENDATION

It is recommended that the City Council approve and authorize the execution of the attached Agreement by resolution as presented herein.

RESOLUTION NO. 2012-01-001R

A RESOLUTION AUTHORIZING EXECUTION OF A PRELIMINARY/CONSTRUCTION ENGINEERING SERVICES AGREEMENT WITH MSA PROFESSIONAL SERVICES - CHAMPAIGN, LLC

(Cunningham Avenue (US Route 45) improvements at Advantage Recycling)

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Urbana, Champaign County, Illinois, as follows:

Section 1.

A Preliminary/Construction Engineering Services Agreement With MSA Professional Services - Champaign, LLC, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2.

The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

Motion was made by Alderman _____, seconded by Alderman _____ that the Resolution be adopted.

PASSED BY THE CITY COUNCIL this ____ day of _____, _____.

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this ____ day of _____, _____.

Laurel Lunt Prussing, Mayor

Municipality City of Urbana	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 MSA Professional Services
Township				Address 201 W. Springfield Ave
County Champaign				City Champaign
Section 12-00515-00-PV				State Illinois

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. 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.

Section Description

Name N. Cunningham Road Route US 45 Length 0.23 KM(0.14 Miles)(Structure No. None)

Termini 555' north of new driveway centerline to 205 feet south of new driveway centerline

Description

Access improvement, new left turn lane, improved driveway at industrial property access to US Route 45

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 engineer, 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.
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 SECTION 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 ~~4a, 1g, 1i, 1j, 1k, 2, 3, 4, 5 and 6, 7 and 8~~ in accordance with ~~one of the following methods indicated by a check mark~~ Attachment A:

- 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 SECTION 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	_____
Resident Engineer	_____
Chief of Party	_____
Instrument Man	_____
Rodmen	_____
Inspectors	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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 _____. In event the services of the ENGINEER extend beyond _____, 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 Attachment A and 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 in accordance with Attachment A ~~for his actual costs plus _____ 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 LA or DEPARTMENT, the LA will pay the ENGINEER for such changes in accordance with Attachment A ~~on the basis of actual cost plus _____ 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.~~ in accordance with Attachment A

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
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

_____ ,

Clerk

By _____

(Seal)

Title:

Executed by the ENGINEER:

ATTEST:

By _____

Title:

Title:

Approved

Date
Department of Transportation

Regional Engineer

ATTACHMENT A

CHARGES FOR SERVICES

US Route 45 (North Cunningham Road)

FAP Route 800

Section 12-00515-00-PV

Champaign County

BASIS OF CHARGES

Charges for professional engineering services performed by the ENGINEER for all applicable services identified in paragraphs 1g, 1i, 1j, 1k, 2, 3, 4, 5, 6, 7, 8 of THE ENGINEER AGREES, under the AGREEMENT PROVISIONS of the Agreement, will be made on the basis of the ENGINEER's direct labor cost times a Direct Labor Multiple of 2.80 to cover payroll burden, fringe costs, overhead, and profit.

Travel and other out-of-pocket expenses will be reimbursed to the ENGINEER as follows:

- Vehicle mileage will be invoiced at \$0.555 per mile (The IRS optional rate for 2012).
- Outside Direct Services of Others such as copying, printing, and drawing reproduction will be invoiced at the actual cost to the ENGINEER.
- Subject to approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs... If the ENGINEER sublets all or part of his work, the LA will pay the actual cost to the ENGINEER.

"Cost to the 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 would normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

Charges for any extra or additional services, approved by the LA, will be on an hourly and/or unit price basis as specified above.

All services will be billed no more often than once monthly and will be based on the total services completed and expenses incurred at the time of billing.

ESTIMATE OF COST

Based on the scope of applicable services identified in paragraphs 1g, 1i, 1j, 1k, 2, 3, 4, 5, 6, 7, 8 of the ENGINEER AGREES, under the AGREEMENT PROVISIONS of the Agreement, and the estimated man-hours and expenses shown in Attachment B, the estimated cost to accomplish the scope of services for this work is \$64,036.40. The ENGINEER agrees not to exceed \$64,036.40 without prior approval from the LA. Upon request and approval by the LA, the scope of services can be modified to provide services not anticipated at this time.

Attachment B

Cost Estimate

Route Cunningham Road (FAP 800)
 LA City of Urbana
 Section 12-00515-00-PV
 Project _____
 Job No _____

Method of Compensation:	
Cost Plus Fixed Fee 1	14.5%[DL + R(DL)+OH(DL)+IHDC
Cost Plus Fixed Fee 2	14.5%[DL + R(DL)+1.4(DL)+IHDC
Cost Plus Fixed Fee 3	14.5%[(2.3 + R)DL+IHDC]
Specific Rate	
Direct Labor Multiple	[(2.80+R)xDL]+DC

Cost Estimate of Consultant's Services in Dollars

Element of Work	Classification	A	B	C	D	E	F	TOTAL
		Manhours	Payroll Rate	Payroll Costs (DL)	2.80 DLM	Services by Others	Direct Costs	D+E+F
1g - Make complete general and detailed plans, special provisions, proposals and estimates of cost.	Principal Engineer	4	\$ 45.00	\$ 180.00	/			
	Project Manager	32	\$ 32.00	\$ 1,024.00				
	Project Engineer	32	\$ 32.00	\$ 1,024.00				
	Engineering Technician	16	\$ 22.00	\$ 352.00				
	Prints and Reproductions							
		84		\$ 2,580.00	\$ 7,224.00	\$ -	\$ 300.00	\$ 10,104.00
1i - Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract	Principal Engineer	4	\$ 45.00	\$ 180.00	/			
	Project Manager	4	\$ 32.00	\$ 128.00				
	Project Engineer	4	\$ 32.00	\$ 128.00				
	Engineering Technician	0	\$ 22.00	\$ -				
	Prints and Reproductions							
		12		\$ 436.00	\$ 1,220.80	\$ -	\$ -	\$ 1,656.80
1j - Materials	1 - Concrete Mixtures				/			
	2 - Bituminous Mixtures							
	3 - Compaction							
	4 - Aggregates							
	5 - Material Inspection	40	\$ 22.00	\$ 880.00				
Documentation	80	\$ 32.00	\$ 2,560.00		\$ -			
Prints and Reproductions					\$ -			
		120		\$ 3,440.00	\$ 9,632.00	\$ 7,800.00	\$ -	\$ 20,872.00
1k - Construction Engineering	Principal Engineer	8	\$ 45.00	\$ 360.00	/			
	Resident Engineer	120	\$ 32.00	\$ 3,840.00				
	Inspector	120	\$ 32.00	\$ 3,840.00				
	Survey Crew	6	\$ 22.00	\$ 132.00				
	Mileage							
Prints and Reproductions				\$ 300.00				
		254		\$ 8,172.00	\$ 22,881.60	\$ -	\$ 350.00	\$ 31,403.60
TOTALS		470		\$ 14,628.00	\$ 40,958.40	\$ 7,800.00	\$ 650.00	\$ 64,036.40