

CITY OF BATAVIA

Date: March 5, 2019
To: Committee of the Whole - CS
From: Timothy Grimm, P.E. – Senior Civil Engineer
Re: **Prairie Street Reconstruction - Pine Street to Wilson Street
MFT Resolution for Phase 2 Engineering Services**

- **Resolution 19-32-R - Authorizing execution of the IDOT Engineering Services Agreement form and the Resolution to appropriate Motor Fuel Tax (MFT) Funds for design engineering services for Prairie Street Reconstruction Project (Pine Street to Wilson Street) in the amount of \$300,000.**

At the meeting on March 4, 2019, the City Council approved a contract with Crawford, Murphy, & Tilly, Inc (CMT) to perform design engineering services for Prairie Street Reconstruction – Pine Street to Wilson Street.

A portion of this contract will be funded thru the Motor Fuel Tax (MFT) in the amount of \$300,000. IDOT is currently reviewing this contract agreement and as part of their review require that the City provide the executed MFT resolution form BLR 09110. Additionally, they require that the City complete and submit the executed Engineering Services Agreement for MFT funds, BLR Form 05510, which outlines the general provisions of the agreement with CMT.

Please find attached:

1. Resolution 19-32-R - Authorizing execution of the IDOT Engineering Services Agreement form (BLR 05510) and the Resolution to appropriate Motor Fuel Tax (MFT) Funds for design engineering services for Prairie Street Improvements Project (Pine Street to Wilson Street) (BLR 09110) in the amount of \$300,000.
2. IDOT Preliminary Engineering Services Agreement for MFT Funds BLR 05510 for Prairie Street Improvements.
3. IDOT MFT Resolution for Improvement Under the Illinois Highway Code BLR 09110 for Prairie Street Improvements.

Recommended Action:

Staff recommends for the City Services Committee to approve the following:

1. Staff recommends approving the IDOT Engineering Services Agreement form (BLR 05510) and the IDOT Resolution to appropriate Motor Fuel Tax (MFT) Funds for design engineering services for Prairie Street Reconstruction Project (Pine Street to Wilson Street) in the amount of \$300,000 and Resolution 19-32-R.

**CITY OF BATAVIA, ILLINOIS
RESOLUTION 19-32-R**

**AUTHORIZING EXECUTION OF THE IDOT ENGINEERING SERVICES
AGREEMENT FORM AND THE RESOLUTION TO APPROPRIATE
MOTOR FUEL TAX FUNDS FOR DESIGN ENGINEERING SERVICES
FOR PRAIRIE STREET IMPROVEMENTS PROJECT (PINE STREET TO
WILSON STREET) IN THE AMOUNT OF \$300,000.**

WHEREAS, the City of Batavia has identified the need of the Prairie Street Improvements Project – Pine Street to Wilson Street; and

WHEREAS, in connection therewith, it is necessary and appropriate to retain Design engineering services; and

WHEREAS, a portion of said engineering services in the amount of \$300,000.00 will be paid from the Motor Fuel Tax Fund (MFT), which is subject to approval by the Illinois Department of Transportation; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BATAVIA AS FOLLOWS:

SECTION 1. That the Mayor and the City Clerk is hereby authorized to execute the IDOT Preliminary Engineering Services Agreement (BLR 05510) form.

SECTION 2. That the City Clerk is hereby authorized to execute the IDOT Resolution (BLR 09110) to appropriate \$300,000.00 from the Motor Fuel Tax (MFT) Fund.

CITY OF BATAVIA, ILLINOIS RESOLUTION 19-32-R

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this 18th day of March, 2019.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 18th day of March, 2019.

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Salvati				
2	Callahan					Wolff				
3	Meitzler					Chanzit				
4	Malay					Stark				
5	Uher					Theilin Atac				
6	Cerone					Russotto				
7	McFadden					Brown				
Mayor Schielke										
VOTE:		Ayes	Nays	Absent	0 Abstention(s) counted as _____					
Total holding office: Mayor and 14 aldermen										

ATTEST:

Ellen Posledni, City Clerk

Municipality Batavia	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name Crawford, Murphy, & Tilly, Inc
Township Batavia				Address 550 North Commons Drive, Suite 116
County Kane				City Aurora
Section 16-00086-00-FP				State Illinois 60504

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 Prairie Street Reconstruction

Route _____ Length 0.44 Mi. 2350 FT (Structure No. _____)

Termini Between Pine Street and Wilson Street

Description:

Phase 2 design engineering services for the reconstruction of Prairie Street from Pine Street to BNSF Crossing for the City of Batavia.

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 improvements 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, Department of Natural Resources-Office 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.
 - 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 easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

- i. Assist the LA in the tabulation and interpretation of the contractors' proposals
 - j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
 - k. Prepare the Project Development Report when required by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey 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) That 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) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

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 percent 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 Under \$50,000	Percentage Fees	(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 & 1k of the ENGINEER AGREES at actual cost of performing such work plus 213 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, 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 the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or 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.

The total not to exceed contract amount would be \$379,204.32

3. That payments due the ENGINEER for services rendered in accordance with 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 due under this AGREEMENT based on 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 due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

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 improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus _____ percent incurred up to the time he is notified in writing of such abandonment -"actual cost" being defined as in paragraph 2 of THE LA AGREES.
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 213 percent to cover profit, overhead and readiness to serve -"actual cost" being defined as in paragraph 2 of THE LA AGREES. 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 and specifications.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their 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 surveys, permits, agreements, preliminary bridge design & hydraulic report, 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 this 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 the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

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 _____ By _____
Title _____ Title _____

Approved

Date
Department of Transportation

Regional Engineer



Resolution for Improvement Under the Illinois Highway Code



Resolution Number	Resolution Type	Section Number
19-032-R	Original	16-00086-00-FP

BE IT RESOLVED, by the Council of the City of Batavia Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract

For Roadway/Street improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
+ Prairie Street	0.44	FAU 2511	Pine Street	BNSF RR ROW

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
+				

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

The proposed improvements along Prairie Street between Pine Street and BNSF RR includes one 14 foot lane in each direction with a face-to-face roadway width of 30 feet. The MFT funds are being appropriated for Phase 2 design engineering services.

2. That there is hereby appropriated the sum of three hundred thousand and 0/100

Dollars (\$300,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Ellen Posledni City Clerk in and for said City of Batavia in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by Council of Batavia at a meeting held on March 18, 2019

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of Month, Year

(SEAL)

Clerk Signature

Approved

Regional Engineer
Department of Transportation

Date