

AN ORDINANCE APPROVING AND ORDERING
EXECUTION OF AN AGREEMENT FOR
ENGINEERING SERVICES
FOR DESIGN, SUPERVISION OF CONSTRUCTION
AND APPURTENANT WORK RELATING TO
A SYSTEM OF OFF-STREET PARKING LOTS

CITY ORDINANCE NO. 5455-31

BE IT ORDAINED BY THE CITY COUNCIL OF URBANA, IN CHAMPAIGN
COUNTY, ILLINOIS:

SECTION 1. That the City Council hereby approves the attached
"Agreement For Engineering Services" involved in
design and construction of a system of off-street parking lots,
by and between The City of Urbana, Illinois, a municipality,
and Jenkins, Merchant and Nankivil, Consulting Engineers,
Springfield, Illinois, in the form attached hereto and hereby
made a part hereof, and hereby authorizes and directs the Mayor
to execute in quadruple the said agreement in behalf of the
City with the attestation of the City Clerk.

PASSED: December 20, 1954

SIGNED: December 20, 1954

RECORDED: December 21, 1954

Glen E. Chapman
Mayor

ATTEST: Bess D. Holmes
City Clerk

AGREEMENT FOR ENGINEERING SERVICES
FOR DESIGN, SUPERVISION OF CONSTRUCTION
AND APPURTENANT WORK RELATING TO
A SYSTEM OF OFF-STREET PARKING LOTS
URBANA, ILLINOIS

THIS AGREEMENT, made at Urbana, Illinois, this 20th day of December, 1954, A.D., by and between the City of Urbana, a municipal corporation, aided by the counsel and advice of the Off-Street Parking Commission, and acting through its Mayor and City Council, party of the first part, hereinafter designated as the CITY, and Carter Jenkins, Charles H. Merchant, and R. M. Nankivil, doing business as Jenkins, Merchant and Nankivil, Consulting Engineers, of Springfield, Illinois, parties of the second part, hereinafter designated as the ENGINEERS,

WITNESSETH:

WHEREAS, by ordinance passed by the City Council of Urbana, Illinois, on September 7, 1954, the ENGINEERS were employed to make a traffic study and to submit a report to the Off-Street Parking Commission and the City Council concerning a feasible plan for construction of off-street municipal parking areas, acquisition of properties necessary thereto, and a suggested method of financing said off-street parking areas, and

WHEREAS, said report has been prepared, delivered and reviewed by said Off-Street Parking Commission and by the City Council, and

WHEREAS, it is deemed advisable and to the best interests of the CITY that engineers be employed to act upon any recommendation that may be provided in the report, when accepted and authorized by the City Council, and

WHEREAS, it is also necessary that engineers be employed, to make hydraulic, electric, and complete parking lot designs

to accommodate the needs of the city, to develop the organization of a system of management and operation, to represent the CITY in conferences of whatever nature in connection with any and all technical problems relating to the proposed construction of a system of off-street parking lots and all appurtenances, and for the performance of field construction surveys, design and general supervision of construction of said system of off-street parking lots, and

WHEREAS, the CITY and the ENGINEERS consider that information has been developed to such a point that both principal parties interested in the project should enter into a written agreement regarding all immediate and future professional contractual relations to cover the aforesaid work and contingencies that may arise in connection with the technical features of the financial program and other required work of technical nature,

NOW, THEREFORE, in consideration of these premises and the mutual covenants herein set forth, the parties hereto agree as follows:

SECTION 1.

The CITY hereby employs Jenkins, Merchant and Nankivil, Consulting Engineers, to make or provide, and said ENGINEERS hereby agree to make or provide, detailed design surveys and general and detailed plans, specifications, estimates of cost, proposals and other contractual documents for each section of the work (excepting legal work thereon) and to include service classifications as follows:

- (a) Supervision of necessary test borings, test pits, or other investigations required for determining foundation conditions, but the actual cost of such

test borings and test pits shall be paid for by the CITY.

- (b) All necessary copies of plans, specifications, and cost estimates and proposals, not to exceed twenty (20) in number, and other technical data required for sale of bonds.
- (c) Technical portions of forms for construction proposals, advertisements, construction contracts, and penal bond.
- (d) Technical assistance to the attorneys of the CITY in the preparation of all necessary ordinances, rate schedules, etc.
- (e) Examination of bids and technical assistance in letting of contracts.
- (f) Meeting with representatives of the CITY or the Off-Street Parking Commission when requested or necessary for consultation or conferences.
- (g) Cooperation with Federal, State, and City officials who may be concerned in this development.
- (h) Cooperation with the City Engineer on pertinent problems relating to the improvements.
- (i) Work with the Off-Street Parking Commission or other boards or commissions of the CITY on problems that may be related to their regular functions and in any way connected with the development of off-street parking facilities.
- (j) Necessary plans and applications for permits, for submission to and approval by Federal, State and City authorities as may be required.
- (k) Furnish reasonable data and information which the CITY may deem necessary or advisable in order

to acquaint the public with the scope and nature of the proposed improvement and, when requested by the CITY, present such data and information to public and private gatherings and to various media of information.

- (l) The contracts and specifications will state that a charge of \$20 per set will be made each bidder for each set of drawings, contracts, and specifications, proposals, etc., as combined to form a document; and a refund of \$10 will be made upon return of all parts of said documents in good condition.
- (m) Any changes in plans and specifications required to obtain approval of any State or Federal agency will be made by the ENGINEERS without cost to the CITY.

SECTION 2.

- (a) The ENGINEERS shall furnish the usual and customary consulting engineering supervision of all construction work to require compliance with plans and specifications on the part of the contractor or contractors, including:
 - (b) Primary line and grade surveys as construction basis, but not detailed staking of project elements.
 - (c) Interpretation of plans and specifications.
 - (d) Supervision of work of inspection bureaus and laboratories in the tests of materials entering into the construction, and approval or rejection of all reports by such bureaus or laboratories.

- (e) Check of shop drawings, furnished by the contractor, for equipment or materials to be used in the construction, to assure compliance with plans and specifications.
- (f) Checking and approval of monthly and final estimates of payment to contractors.
- (g) Final report for each stage of the construction as completed, including record drawings or maps showing the improvements as actually constructed.

SECTION 3. The CITY, in turn, agrees to make available to the ENGINEERS, at no expense to the ENGINEERS, all data and information contained within its several files and offices, and offices of employees, which may be required for use in making preliminary surveys and preparation of plans, specifications, and proposals.

- (a) The CITY shall pay for all property, boundary, right-of-way, or special construction surveys, together with preparation of special maps or plats connected therewith when and if required, but the ENGINEERS shall furnish and provide the engineering supervision of these phases of the work, without charge therefor.
- (b) The CITY shall pay for all permits, licenses, etc., which may be required by local, State, or Federal agencies.
- (c) Resident supervision and inspection shall be supplied by the CITY, at its expense, through the office of the City Engineer.

SECTION 4. The CITY agrees to pay the ENGINEERS, as compensation for services performed under SECTION 1, amounts equal to 5% of the total construction cost of each phase of the project undertaken by the CITY. Full and complete payment for such work shall be made when plans, specifications and cost estimates are submitted to and accepted by the City Council and funds therefor become available from sale of bonds or from other sources.

SECTION 5. The CITY agrees to pay the ENGINEERS, as compensation for services performed under SECTION 2, amounts equal to 1% of the total construction cost of each phase of the project undertaken by the CITY. Payments for such work shall be made in accordance with statements submitted by the ENGINEERS, recommended by the Off-Street Parking Commission, and approved by the City Council as the several portions of the services are completed.

SECTION 6. If requested by Resolution of the City Council, the ENGINEERS agree to perform any additional services that may be required, such as the following:

- (a) Changes in plans and specifications caused by conditions not subject to engineering control or as caused by conditions encountered in construction or circumstance or restrictions of national scope.
- (b) For any additional services performed by the ENGINEERS by reason of changes in plans and specifications ordered by the CITY or due to the delinquency or insolvency on the part of the contractor, or due to fire or storm, or flood, or to causes beyond the control of the ENGINEERS.

- (c) Inspection trips to manufacturing or fabrication plants for inspection of materials or equipment to be furnished as a part of the project construction.
- (d) Any other service not specifically mentioned or implied under preceding SECTIONS 1 and 2.

SECTION 7. The CITY agrees to pay the ENGINEERS, as compensation for additional services performed under SECTION 6, an amount equal to the engineering costs plus 50% of such costs for taxes, insurance, and overhead, plus other actual costs and expenses incurred in the performance of such additional services under this section. Payments under this section are to be due and payable from time to time as such additional services may be performed or as expenses are incurred, upon the approval thereof by the City Council.

SECTION 8. The ENGINEERS' general or preliminary estimate of construction cost shall be used as a basis for payments, until detailed costs are established by the ENGINEERS and accepted by the CITY.

- (a) The estimated cost, as approved by the City Council, shall be used as a basis for partial or final payments until the actual costs have been established by contracts for construction, after which time all fees shall be adjusted to the contract prices; but payments for plans, specifications and proposals based upon the estimated cost shall be binding unless contract costs are established within three years from the date upon which the plans, specifications and proposals are accepted by the CITY.

- (b) The cost used as a basis for computation of payments means the cost to the CITY of the entire construction or executed work herein required to be planned, designed, specified, and supervised by the ENGINEERS, including all materials, labor, and use of equipment, cost of fixtures and special equipment whether fixed or movable, and without deductions because of penalties, liquidating damages, or other amounts withheld from payments to contractors; but such cost shall not include the ENGINEERS' compensation or other payments to the ENGINEERS under this agreement and shall not include the cost of land, rights-of-way, or compensation for, or damages to, property.
- (c) It is anticipated that the construction of the system of off-street parking lots and appurtenances will be financed by proceeds obtained from the sale of revenue bonds. It is expressly understood that all engineering costs relative to this work shall be borne by sale of bonds, or from other sources should the project be abandoned after planning work is performed but before sale of bonds is made.
- (d) It is considered by the parties hereto that, because of the length of time that may be required for preparation of plans, acquisition of properties, letting of contracts, and sale of bonds, several years might be required to complete the program for construction of off-street parking lots and appurtenances. So that continuity may be given this program, parties of the second part are therefore

employed under the terms of this contract for these improvements for a period extending from the date of this agreement until a date five years after the date on which the plans are approved and accepted by the CITY or until the system of off-street parking lots and all appurtenances are completed, unless the parties hereto mutually agree to extend the terms and conditions of this contract for a longer period of time.

- (e) It is hereby covenanted and agreed by and between the parties that compensation shall be paid or payable under the terms of this contract by valid appropriations made by the CITY for such purpose, which appropriations the CITY agrees to make each year and from year to year, as required, in its annual appropriation ordinance, out of proceeds that may be derived from the sale of bonds, or out of any other funds which may be advanced to the CITY, or from any other sources available to the CITY.

SECTION 9. The CITY agrees to pay the ENGINEERS as compensation for professional services described in SECTIONS 1, 2, 3, 4, 5, 6, 7, and 8, above, amounts equal in total to 6% of the construction cost of each project authorized by Resolution of the City Council. Other payments to the ENGINEERS shall also be made as set forth in this contract under the latter sections thereof.

"Construction Cost" shall be as defined in SECTION 8, Paragraph (b).

- (a) It is agreed that the planning work, comprised of SECTION 1, including Items (a) through (m), shall constitute 33.33% of the total work to be performed by the ENGINEERS. When the plans, specifications, cost estimates, and technical portions of proposals for any project are submitted to, and accepted by, the City Council, the planning work on such project shall be considered complete and the CITY shall then make full and complete payment of that portion of the total fee, amounting to 5% of the ENGINEERS' estimated construction cost of such project, subject to available sources as provided in Paragraph (c) of SECTION 8 hereof. However, when all of the construction work on any element is completed in accordance with plans, specifications, etc., the planning fee shall be adjusted to equal 5% of the final construction cost.
- (b) It is agreed that the balance of the ENGINEERS' services, including supervision of construction, all as outlined in SECTION 2, including Items (a) through (d), shall constitute 16.66% of the total work to be performed by the ENGINEERS, and monthly payments therefor in proportion to the work done shall be made on the basis of the construction cost fixed by the contracts covering the construction or related work, to be finally adjusted to the actual construction cost basis when the final construction work is completed. Full and complete payment for this portion of the ENGINEERS' services

shall be made when the construction of any element of the project is completed, in the amount of 1% of the final construction cost of the planned element.

- (c) Upon the completion of construction of the project, all fees provided in this contract shall be fully paid to the ENGINEERS.
- (d) Should any of the engineering work described in this agreement be abandoned for reasons beyond the control of the ENGINEERS, then the ENGINEERS shall be paid for all work done, in an amount which bears the same proportion to the total fees provided herein as the work done bears to the total work to be performed as scheduled, on the basis of the agreed percentages for the planning work and supervision work or other fees herein established. If contracts are let for any construction which is later abandoned, the fees thereon shall be adjusted to the contract cost plus any excess by which any actual construction exceeded said contract cost.
- (e) The CITY reserves the right to suspend or abandon any portion of the work covered by this agreement by appropriate resolution of the City Council. If any portion of the work is so ordered suspended or abandoned after the ENGINEERS have previously been authorized by Resolution of the City Council to proceed, the ENGINEERS shall be paid by the CITY for services rendered. The payment shall be based upon the fee as established in this agreement, in proportion to the services performed.

SECTION 10. The CITY and the ENGINEERS bind themselves, associates, successors, executors, administrators and assignees to each other party hereto in all respect to all the covenants and agreements herein, and neither the CITY nor the ENGINEERS shall assign, sublet, or transfer or amend any part of their interest in this agreement without the written consent of the other party.

SECTION 11. It is further agreed by the ENGINEERS and the CITY so covenants that, should the CITY or other officials charged with construction of the system of off-street parking lots and appurtenances elect at any time to appoint a corporate body for the purpose of administering the details of acquisition of properties, construction work, operation, and maintenance, such as the duties generally performed by a commission or similar organization, this contract shall be binding upon that corporate body so appointed or designated and duly qualified under the several laws pertaining thereto.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at Urbana, Illinois, on the day and year first above written, as provided by and adopted by the City Council on the date hereof.

CITY OF URBANA, ILLINOIS

ATTEST:


Bess M. Holmes, City Clerk

By 
Glen E. Chapman, Mayor

JENKINS, MERCANT & NANKIVIL
Consulting Engineers

By 
Carter Jenkins, Partner