

Committee Members:
Dennis Baricevic
Roger Lowry
Pat Baeske
Harry Zimmerman
Denise Williams

A G E N D A
OPERATIONS COMMITTEE

Wednesday, July 6, 2016 – 7:00 p.m.

Council Chambers

Fairview Heights City Hall

10025 Bunkum Road

Public Participation

Approval of Minutes – [June 8, 2016](#)

Personnel

Alderman Harry Zimmerman, Chairman

1. Request for Temporary Employee(s) – Public Works Department

Public Services

Alderman Dennis Baricevic, Chairman

1. [Kassing Avenue – Construction Contract](#)
2. [Bonita Boulevard – Engineering Contract](#)
3. [Lincoln Trail Sidewalks – Engineering Contract](#)
4. South Ruby Lane – Utility Relocate Status
5. [Public Works Director’s Report – Project Updates](#)

THE CITY OF FAIRVIEW HEIGHTS
OPERATIONS COMMITTEE MINUTES
Wednesday, June 8, 2016 - 7:00 p.m.
City Council Chambers
10025 Bunkum Road, Fairview Heights, IL

Committee Members in attendance – Dennis Baricevic, Denise Williams, Pat Baeske, Harry Zimmerman

Committee Members absent – Roger Lowry

Other Aldermen and Elected Officials in attendance – Justin Gough, Frank Menn, Patricia Peck, Bill Poletti, Brenda Wagner, City Treasurer Karen Kaufhold

Staff in attendance: Public Services Director John Harty, Human Resource Coordinator Dana Mehrmann (left at 7:15 p.m.), City Attorney Katherine Ann Porter

Recorder – Jill Huffman

Public Participation

None

Approval of Minutes, March 2, 2016

Motion and second to approve said minutes were made by Aldermen Baeske/Zimmerman. The motion carried by voice vote and was unanimous.

Personnel Committee

Alderman Harry Zimmerman, Chairman

HUMAN RESOURCES REPORT

Human Resource Coordinator mentioned that the employee luncheon held on June 3 was attended by approximately 65 to 70 employees which cost approximately \$420. Staff appreciates the Employee Relations line in the budget and the employees who attended had a good time.

PERSONNEL CODE REVISION

The Human Resource Coordinator explained that the current Personnel Code is comprised of Exhibits A and B, which were previously passed by City Council. The Coordinator has combined both exhibits into one document, revised the index, and added page numbers. This document

is attached to the Agenda. As discussed with the Personnel Chairman, this will make it easier to maneuver through the document.

The Personnel Code applies to all non-contractual employees.

The Coordinator requests that a Resolution is forwarded to City Council to pass the Code as a complete and current document for future modifications.

Motion and second to forward a Resolution to City Council recommending the passage of the new copy of the Personnel Code by Aldermen Williams/Baricevic. The motion carried by voice vote and was unanimous.

Public Services Committee

Alderman Dennis Baricevic, Chairman

FOX CREEK WALK PATHS

An Agreement was composed by the City and signed by the Pontiac William Holliday School District for 50 percent participation in the construction of a sidewalk through Fox Creek Park connecting Columbia and Traubel Drives.

The Chairman questioned if cost overruns occur, will the District participate in sharing the cost 50 percent. The Director stated he does not believe there will be overruns, and there is some contingency built into the \$880 material costs. If the Agreement would have to be revised, the District would need to present the revised Agreement to their Board which would add at least a month to the process.

Motion and second to forward a Resolution to City Council recommending the Mayor on behalf of the City enter into an Agreement with Pontiac William Holliday School District 105 to construct a sidewalk through Fox Creek Park connecting Columbia and Traubel Drives with the District financially responsible for half of the cost of the sidewalk in the amount \$1,936 to be paid to the City upon completion of the sidewalk construction by Aldermen Baeske/Williams. The motion carried by voice vote and was unanimous.

LIBRARY ROOF – CONTRACT

A bid opening was held on June 2, 2:00 p.m., for the work associated with replacing the Library Roof. Two bids were received and D.E. Martin was the low bidder. The Director recommends D.E. Martin be awarded the work.

Discussed that there is a considerable difference between the two bids received, however, the Director is satisfied with the bid.

Questioned the Alternate Bid to which it is the fascia or flashing around the top of the Library.

Motion and second to forward a Resolution to City Council recommending the Mayor on behalf of the City enter an Agreement with D.E. Martin Roof Company to provide labor, materials, and equipment for the Roof Replacement, Public Library in the amount of \$46,606.00 with an alternate bid of \$5,753.00 by Aldermen Baeske/Zimmerman. The motion carried by voice vote and was unanimous.

CITY HALL ROOF - CONTRACT

A bid opening was held on June 2, 3:00 p.m., for the work associated with the reroofing of the municipal building. Three bids were received and D.E. Martin was the low bidder. The Director recommends D.E. Martin be awarded the work.

Questioned the additional deck price. The Director stated when an old roof is removed, the decking may need to be replaced, therefore, a unit price was requested. This potential additional work may increase the total cost of the roof replacement.

Motion and second to forward a Resolution to City Council recommending the Mayor on behalf of the City enter an Agreement with D.E. Martin Roof Company to provide labor, materials, and equipment for the Re-Roof Fairview Heights Municipal Building project in the amount of \$79,316.00 and the unit price for additional decking at \$3.50 per square foot by Aldermen Baeske/Zimmerman. The motion carried by voice vote and was unanimous.

OLD LINCOLN TRAIL – CIP PRIORITY LIST

Discussed adding the improvements to Old Lincoln Trail to the Capital Improvements Priority List. The Mayor questioned if this project would be eligible for Motor Fuel Tax funds to which the Director replied yes it would, however, if MFT funds are utilized, the City would have to comply with the State's rules and regulations. It was stated that the road surface is in good shape. The Director stated he believes there is a concern of the mobility of pedestrians. Therefore, this would include the installation of curb and gutter with sidewalk behind the curb and gutter. Because this would be a large project, it would probably be constructed in phases.

The Chairman stated that the Rec Center is not included on the CIP list. The Mayor stated the Rec Center should be added to the list and the reason it was not previously added was because the feasibility of constructing a recreation was being evaluated to determine if it is economical for the City to construct and operate.

It was questioned how much additional land would be required to install the curb and gutter and sidewalk to which the Director replied approximately 16 feet from the existing pavement edge. Questioned if there is room to do this work to which the reply it is doubtful. It was stated that on the north side of the road the ground drops off.

The Director stated he will study and evaluate the Old Lincoln Trail project and that it could be started in three years. The Mayor stated that perhaps some minor shoulder work would be necessary in the interim.

The Mayor questioned if the City still scores streets to which we do not.

Motion and second to forward a Resolution to City Council recommending amendment to Resolution No. 3978-2016 to amend the Capital Improvement Priority List to add the Recreation Center as Item 8, and the Old Lincoln Trail Improvements as Item 9 by Aldermen Williams/Zimmerman. The motion carried by voice vote and was unanimous.

PUBLIC WORKS VEHICLE/EQUIPMENT PURCHASES

The Director presented three vehicles and one tractor for purchase:

<u>Vehicle</u>	<u>Cost</u>	<u>Budgeted</u>
Tandem w/plow	\$118,955.00	\$130,000.00
Pick-up Truck (PW)	\$25,969.00	\$25,000.00
Ford Taurus (LUD)	\$18,195.00	\$25,000.00
John Deer Tractor w/ attach (PA)	\$53,889.57	\$51,000.00
Total	\$217,008.57	\$231,000.00

The Mayor relayed that police vehicles taken out of service are rotated into City Hall for staff's use.

The Director stated that the City utilizes an extensive rating system on the life of its vehicles and equipment.

Motion and second to forward a Resolution to City Council recommending that the Mayor on behalf of City Council enter into a Purchase Agreement with Rush Truck Centers for the purchase of a 2017 International 7400 SFA 6x4 truck at a total cost of \$118,955.00 which includes the trade in of a 2000 International 4900 Tandem truck of \$10,000.00 by Aldermen Baeske/Baricevic. The motion carried by voice vote and was unanimous.

Motion and second to forward a Resolution to City Council recommending that the Mayor on behalf of City Council enter into a Purchase Agreement with Morrow Brothers for the purchase of a 2016 Ford F250 4x4 truck in the amount of \$25,969.00 by Aldermen Baeske/Baricevic. The motion carried by voice vote and was unanimous.

Motion and second to forward a Resolution to City Council recommending that the Mayor on behalf of City Council enter into a Purchase Agreement with Landmark Ford for the purchase of a 2016 Ford Taurus SE in the amount of \$18,195.00 by Aldermen Baeske/Baricevic. The motion carried by voice vote and was unanimous.

Motion and second to forward a Resolution to City Council recommending that the Mayor on behalf of City Council enter into a Purchase Agreement with John Deere for the purchase of a John Deere 4066R Compact Utility Tractor with wing mower and loader at a total cost of \$53,889.57 which includes the trade in of a Ford 2910 tractor with 84" Land Pride 3 point hitch mount finish mower of \$2,500.00 by Aldermen Baeske/Baricevic. The motion carried by voice vote and was unanimous.

The Director requested permission to bid a track-type skid loader to replace the 18-year old skid loader for which \$70,000.00 is in the current budget.

Motion and second to permit staff to solicit bids for a truck-type skid loader to replace the 18-year old skid loader by Aldermen Baeske/Zimmerman. The motion carried by voice vote and was unanimous.

CITY HALL NORTH WING ROOF/TUCK-POINTING – ARCHITECTURAL SERVICES

The north wing of City Hall requires tuckpointing before roof replacement. The Director stated that brick replacement will be included in the project.

Motion and second to forward a Resolution to City Council recommending the Mayor on behalf of the City enter an Agreement with EWR Architects, Inc. to provide architectural services for tuck-pointing in the amount of \$9,800.00 and reroofing in the amount of \$5,800.00 of the north wing of City Hall by Aldermen Baeske/Zimmerman. The motion carried by voice vote and was unanimous.

PUBLIC WORKS DIRECTOR'S REPORT – PROJECT UPDATES

Director of Public Works presented his written report to the elected officials for their review.

The following items were discussed:

- Lincoln Trail Sidewalks – The contractor is working on the south side Lincoln Highway and making good progress. The bus stop has been moved to the front of Fortel's Pizza from Randall's Liquor which was coordinated with Bi-State.
- Joseph Drive – The contractor is on site performing concrete removal and replacement. Christ Asphalt will begin the road reclamation process. This project will not be complete before July 4. Residents will be informed.
- Fox Creek Storm Water Improvements – The contractor is essentially finished with the relief sewer. Some manhole lids needs to be adjusted. The gravel placed over the pipe crossing on Northwestern Drive needs to settle before paving. The contractor will proceed to the construction of the intermediate detention structure and will wait until the ground is completely dry. Aldermen stated that residents have expressed satisfaction with the contractor's work and are happy the City is doing the project.
- Kassing Avenue Improvements – The contractor for Caseyville Township Sewer District has completed the manhole relocations and replaced the clay and ductile iron pipe with new sewer pipe near IL Rte 159. This project will be advertised on June 19 and bids will be opened on July 1, 10:00. Bid results will be reported at the July Operations Committee Meeting.

Adjournment 7:42 p.m.

Submitted By:

Recorder

Municipality Fairview Heights, IL	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 Millennia Professional Services
Township N/A				Address 11 Executive Drive, Suite 12
County St. Clair				City Fairview Heights
Section N/A				State IL

THIS AGREEMENT is made and entered into this _____ day of _____, 2016 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 Bonita Drive

Route N/A Length 0.38 Mi. 2000 FT (Structure No. N/A)

Termini Lola Lane

Description:
Reconstruct Bonita Blvd. from Lola Lane to the south terminus with new curb and gutter, HMA pavement, and storm sewers.

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.

- 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, 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, 4i, 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 \$104,963.00 percent of the awarded contract cost of the proposed improvement as approved by the ~~DEPARTMENT~~. See attached scope and man-hour spreadsheets.
 - 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	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 & 1k of the ENGINEER AGREES* at actual cost of ~~performing such work plus _____ 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.* (to utilize ENGINEER's standard hourly rates)~~

"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.

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 _____ 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. * (at ENGINEER's standard hourly rates)
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pay the ENGINEER for such changes on the basis of actual cost* _____ 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. * (at ENGINEER's standard hourly rates)

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.
5. That the extent of the proposed storm sewer system design will be limited to those areas within the proposed roadway limits. If the ENGINEER and LA agree that the connection point for the new storm sewer system(s) is not adequate to accommodate the proposed improvements and the LA wishes to expand the scope of the project to include additional analysis and/or design of the downstream system; then the LA agrees to utilize ENGINEER's standard hourly rates to compensate the ENGINEER for the additional work.

The classifications of the employees used in the work should be consistent with the employee classifications for the services performed.

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:

City of Fairview Heights of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

Mayor and City Council

Clerk

By _____

(Seal)

Title _____

Executed by the ENGINEER:

Millennia Professional Services of Illinois

11 Executive Drive, Suite 12

ATTEST:

Fairview Heights, IL 62208

By *Gary Hoelscher*

By *[Signature]*

Gary Hoelscher

Eric Olson

Title Director

Title Senior Project Manager

Approved

Date
Department of Transportation

Regional Engineer

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of July 1, 2016 (“Effective Date”) between City of Fairview Heights (“Owner”) and Horner & Shifrin, Inc. (“Engineer”).

Owner’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows: Lincoln Trail Sidewalk Reconstruction – Phase II (“Project”).

Engineer’s services under this Agreement are generally identified as follows: (“Services”).

- ***Topographic and ROW survey of south side of Lincoln Trail from South Ruby Lane to Union Hill Road.***
- ***Preparation of plans, specifications and estimates for the construction of two separate construction packages.***
- ***Items not included are:***
 - ***ROW and/or Temporary easement plat or legal description development.***
 - ***Construction inspection/observation***

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above (“Additional Services”).
- B. Engineer shall complete its Services within the following specific time period: 365 days.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s Services is impaired, or Engineer’s Services are delayed or suspended, then the time for completion of Engineer’s Services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

2.01 Payment Procedures

- A. ***Invoices:*** Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer’s invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Lump Sum*

A. Owner shall pay Engineer for Services as follows:

1. A Lump Sum amount of \$43,000.
2. In addition to the Lump Sum amount, reimbursement for the following expenses: None

B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. **Engineer's standard hourly rates are attached as Appendix 1.**

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
 - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the

extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply

with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in

any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.

- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located. ***[Note to User: If necessary, modify this provision to identify a specific controlling jurisdiction if other than the state where the Project is located; if multiple states are involved; or to identify controlling jurisdictions other than a state, such as a U.S. territory, commonwealth, or tribal jurisdiction/domestic dependent nation.]***
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C.

§§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Attachments: Appendix 1, Engineer's Standard Hourly Rates

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Fairview Heights

By: _____
Print name: _____
Title: _____
Date Signed: _____

Engineer: Horner & Shifrin, Inc.

By: Geno E. B. Bernardy
Print name: Genovevo Bernardy, P.E.
Title: Vice President
Date Signed: July 1, 2016

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

401 S. 18th St., Ste. 400
St. Louis, MO 63103

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated July 1, 2016.

Engineer's Standard Hourly Rates

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

B. *Schedule of Hourly Rates: Attached.*



Billing Rates

Labor Category	Rate	Labor Category	Rate
AP1 PROFESSIONAL 1	\$279	IP1 AVP - GIS/IT/SURVEY	\$188
AT1 CLERICAL 1	\$99	IP2 SENIOR GIS/IT PROFESSIONAL	\$99
AT4 CLERICAL 3	\$68	IT1 GIS/IT ANALYST	\$84
AT6 CLERICAL 6	\$58	IT2 GIS/IT ANALYST	\$80
BP1 AVP BUILDING SERVICES	\$192	IT3 GIS/IT ANALYST	\$75
BP3 SR PM BUILDING SERVICES	\$175	IT4 GIS/IT ANALYST	\$70
BP4 SR PM BUILDING SERVICES	\$156	SP1 VP STRUCTURAL ENGR	\$257
BP5 SR PM BUILDING SERVICES	\$148	SP2 AVP STRUCTURAL ENGR	\$179
BP6 PM BUILDING SERVICES	\$140	SP3 SR PM STRUCTURAL ENGR	\$153
BP7 PM BUILDING SERVICES	\$132	SP5 SR PM STRUCTURAL ENGR	\$136
BP8 PM BUILDING SERVICES	\$124	SP6 PM STRUCTURAL ENGR	\$115
BT1 PROF DESIGNER BUILDING SERVICES	\$119	SP8 SR PE STRUCTURAL ENGR	\$110
BT2 SR DESIGNER BUILDING SERVICES	\$91	SP9 PE STRUCTURAL ENGR	\$107
BT3 DESIGNER BUILDING SERVICES	\$84	SP11 DESIGN ENGR STRUCTURAL ENGR	\$93
BT4 CAD TECH BUILDING SERVICES	\$78	SP12 DESIGN ENGR STRUCTURAL ENGR	\$87
BT5 CAD TECH BUILDING SERVICES	\$72	SP13 ENGR STRUCTURAL ENGR	\$81
CP1 DEPT MGR CONSTR ADMIN	\$117	ST1 PROF DESIGNER STRUCTURAL ENGR	\$94
CP3 PROJ ENGR CONSTR ADMIN	\$89	ST4 CAD TECH STRUCTURAL ENGR	\$74
CT3 CONSTRUCTION OBSERVER	\$93	ST6 CAD TECH STRUCTURAL ENGR	\$54
CT5 CONSTRUCTION OBSERVER	\$84	SU2 PROFESSIONAL LAND SURVEYOR	\$118
EP1 VP ENVIRONMENTAL ENGR	\$257	SU3 PROFESSIONAL LAND SURVEYOR	\$92
EP2 AVP ENVIRONMENTAL ENGR	\$188	SU4 SURVEY INSTRUMENT TECHNICIAN	\$79
EP3 ENGINEERING MANAGER	\$197	TES2 ENV SCIENTIST TRANSPORTATION ENGR	\$142
EP3 SR PM ENVIRONMENTAL ENGR	\$167	TP1 VP TRANSPORTATION ENGR	\$257
EP4 SR PM ENVIRONMENTAL ENGR	\$159	TP2 AVP TRANSPORTATION ENGR	\$179
EP5 SR PM ENVIRONMENTAL ENGR	\$152	TP3 ENGR MGR TRANSPORTATION ENGR	\$174
EP6 PM ENVIRONMENTAL ENGR	\$145	TP4 SR PM TRANSPORTATION ENGR	\$152
EP7 PM ENVIRONMENTAL ENGR	\$134	TP5 SR PM TRANSPORTATION ENGR	\$143
EP8 SR PE ENVIRONMENTAL ENGR	\$114	TP6 PM TRANSPORTATION ENGR	\$127
EP9 PE ENVIRONMENTAL ENGR	\$111	TP7 PM TRANSPORTATION ENGR	\$118
EP10 PE ENVIRONMENTAL ENGR	\$105	TP8 SR PE TRANSPORTATION ENGR	\$109
EP11 DESIGN ENGR ENVIRONMENTAL ENGR	\$88	TP9 PE TRANSPORTATION ENGR	\$102
EP12 DESIGN ENGR ENVIRONMENTAL ENGR	\$78	TP10 PE TRANSPORTATION ENGR	\$95
EP13 ENGINEER ENVIRONMENTAL ENGR	\$68	TP11 DESIGN ENGR TRANSPORTATION ENGR	\$91
ET1 PROF DESIGNER ENVIRONMENTAL ENGR	\$104	TP12 DESIGN ENGR TRANSPORTATION ENGR	\$88
ET2 SR DESIGNER ENVIRONMENTAL ENGR	\$83	TP13 ENGR TRANSPORTATION ENGR	\$81
ET3 DESIGNER ENVIRONMENTAL ENGR	\$76	TP14 ENGR TRANSPORTATION ENGR	\$71
ET4 CAD TECH ENVIRONMENTAL ENGR	\$64	TT1 PROF DESIGNER TRANSPORTATION ENGR	\$92
ET5 CAD TECH ENVIRONMENTAL ENGR	\$62	TT2 SR DESIGNER TRANSPORTATION ENGR	\$83
ET6 CAD TECH ENVIRONMENTAL ENGR	\$59	TT3 DESIGNER TRANSPORTATION ENGR	\$75
GP2 MGR - GENERAL STAFF	\$106		
GT1 MGR COORDINATOR	\$90		
GT4 COORDINATOR	\$70		

Memo

To: Elected Officials
From: John Harty-Director of Public Works
CC: City Administrator, Directors
Date: July 1, 2016
Re: Public Services Committee Agenda Overview



Kassing Avenue – Construction Contract
(Agenda Item 1)

Bids for the Kassing Avenue Improvements project were opened on Friday, July 1st at 10:00 AM. The contractor that provided the lowest responsive bid was The Kilian Corporation from Mascoutah, Illinois with a bid proposal of \$322,724.50. Kilian is an established and competent firm whom I strongly recommend to construct the improvements associated with Kassing Avenue.

Bonita Boulevard – Engineering Contract
(Agenda Item 2)

Millenia Professional Services has provided the City a proposal of \$104,963.00 to design the proposed improvements to Bonita Boulevard. As this sum represents approximately 12% of the estimated construction costs it is felt that this is a fair and equitable fee for services.

The Department has been more than pleased with the experiences and services provided by Millenia in the past and would make the recommendation that they provide the design effort for Bonita Boulevard.

Lincoln Trail Sidewalks – Engineering Contract
(Agenda Item 3)

Horner and Shifrin has submitted to the Department a proposal of \$43,000.00 to provide design services for the next phase of the Lincoln Trail Sidewalks. Utilizing Horner and Shifrin's design for Phase I has resulted thus far in a project that has gone very well with very few issues. As such the Department strongly recommends Horner and Shifrin to design and engineer Phase II of the Lincoln Trail Sidewalks.

It should be noted that Phase II of the sidewalk construction project is from South Ruby to Catherine with Phase III including Catherine to Union Hill. The proposal from Horner and Shifrin is to design both Phase II and III, South Ruby to Union Hill.

South Ruby Lane- Utility Relocate Status
(Agenda Item 4)

The significant delay associated with the reconstruction of South Ruby Lane from Longacre to Wilcox is a result of an existing easement that Ameren hold for their infrastructure, gas and electric. In order to make the improvements both gas and electric will need to be relocated.

Ameren Electric has estimated that the cost to move their poles and wires would be in the vicinity of \$100,000.00. At this date the City is still waiting for an estimate to move the gas lines but should the cost be similar to the electric move the relocation fees would be lofty enough to warrant discussion. I will report the Ameren Gas figure when received.

Public Works Director's Report - Project Updates
(Agenda Item 5)

89th Street – The Village of Caseyville has entered into contract with Rooter's Asphalt to make the improvements to 89th Street. There is to be a preconstruction meeting this week that a Department representative will attend.

As 89th Street serves a number of Fairview Heights residents the project was placed on the CIP Priority List as a Joint Project and subsequently budgeted for this year. I will review the corporate boundaries in that vicinity along with drainage and side streets to best reflect a recommendation for City participation and report my findings at the next meeting. If participation is agreed upon I would recommend entering into an Intergovernmental Agreement with the Village of Caseyville that reflects the costs and responsibilities.

The project total for storm sewer, milling and overlaying, and retaining wall installation adjacent to Harvey Lane is \$252,072.50. The City has budgeted \$20,000.00 for engineering and \$80,000.00 for construction.

Lincoln Trail Sidewalks – Stutz Excavating continues relatively good progress on the project thus far. Infrastructure is complete between South Ruby and the east entrance to Crossroads Center which represents approximately eighty percent of the project. Should weather allow this project will be substantially complete in three weeks.

Joseph Drive – The reconstruction of Joseph Drive is substantially complete with a small amount of sidewalk backfill and seeding yet to take place. Christ Brother's Asphalt worked diligently to complete this project prior to the State mandated suspension of all construction contracts which was to occur on June 30th.

Fox Creek Storm Water Improvements – Haier Plumbing and Heating completed the relief storm sewer earlier this month leaving the intermediate detention basin work remaining to be done. The contractor is due in soon to complete that work which includes a new basin structure and some grade work.

Hollandia Drive Storm Sewer – The Hollandia Drive vicinity has been identified by the Department as candidate for improvements through CSP item PW-02, Storm Drainage Program. This area has encountered significant flooding during certain rain events as it accepts water from Americana Circle, IL RTE 159 and numerous developments along the 159 corridor.

The Department is interested in contracting with an engineering firm to design the storm water improvements for Hollandia Drive. There is \$60,000.00 in the budget this year for engineering and \$240,000.00 in the budget next year for construction.



CAPITAL PURCHASE / PROJECT NAME:	
Storm Drainage Program	
Project Department:	PW - Engineering
CIP #	PW-02
Project Status:	Continuing
Activity Code:	TBD
Asset Classification:	Storm Drainage

Project Narrative / Justification

The Storm Drainage Program is intended to address storm sewer issues that are of major significance. The Fox Creek subdivision issues have proven to be of major significance and they are to be addressed through engineering and construction to provide relief to the residents enduring the problems. Subsequent to Fox Creek is the Hollandia Drive vicinity which is experiencing flooding issues as well. Storm water issues are often a moving target so planning deep into the future for specific projects is difficult at best. Aging infrastructure will always be a concern so funding availability should be necessary to address problems yearly, as they arise.

Expense Account(s)	Account #	Fund	FISCAL YEAR					TOTAL
			2016 - 2017	2017 - 2018	2018 - 2019	2019 - 2020	2020 - 2021	
Survey / Engineering - Capital	005-120-5-503-00	Home Rule Tax Fund	\$ 60,000	\$ 5,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 200,000
Easements	005-120-5-501-20	Home Rule Tax Fund	10,000	5,000	5,000	5,000	5,000	30,000
Storm Drainage	005-120-5-506-00	Home Rule Tax Fund	300,000	240,000	200,000	200,000	200,000	1,140,000
Totals			\$ 370,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,370,000

Funding Source(s)	FISCAL YEAR					TOTAL
	2016 - 2017	2017 - 2018	2018 - 2019	2019 - 2020	2020 - 2021	
Current Revenues	\$ 370,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,370,000
Totals						
	\$ 370,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,370,000