

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

A G E N D A
OPERATIONS COMMITTEE
Wednesday, October 5, 2016 – 7:00 p.m.
Council Chambers
Fairview Heights City Hall
10025 Bunkum Road

Public Participation
Approval of Minutes – [September 7, 2016](#)

Personnel

Alderman Harry Zimmerman, Chairman

1. Non-contract Salaries
2. Personnel Code Review

Public Services

Alderman Dennis Baricevic, Chairman

1. [Fairview Heights Food Pantry – Senior Center](#)
2. [City Hall North Wing Roof – Construction Contract](#)
3. [St. Clair Avenue Sidewalk – Construction Contract](#)
4. [Clearwave – Right-of-Way Agreement](#)
5. [89th Street – Intergovernmental Agreement](#)
6. [Commerce Lane/Market Place CMAQ Engineering Contract](#)
7. [Public Works Director’s Report – Project Updates](#)

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

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

Committee Members absent – None

Other Aldermen and Elected Officials in attendance – Frank Menn, Patricia Peck, Brenda Wagner, Mayor Mark Kupsky

Staff in attendance: Public Services Director John Harty, City Attorney Katherine Ann Porter

Recorder – Jill Huffman

Public Participation

None

Approval of Minutes, August 3, 2016

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

Personnel Committee

Alderman Harry Zimmerman, Chairman

No report.

Public Services Committee

Alderman Dennis Baricevic, Chairman

HOLLANDIA STORM SEWER – ENGINEERING CONTRACT

A proposal for a study and design work for a fee of \$58,500 has been submitted to the City by Millennia Professional Services for the flooding situation on Hollandia Drive. Millennia is also performing the design work for road improvements for Bonita Boulevard. The Director recommends the City enter into an agreement with Millennia.

Motion and second that a Resolution is forwarded to City Council to enter into an agreement with Millennia Professional Services of Illinois, Ltd. for a flood mitigation study and design for

Hollandia Drive for a lump sum fee of \$58,500 by Aldermen Lowry/Baeske. The motion carried by voice vote and was unanimous.

DURLEY ROAD – R.O.W. DEDICATION PLAT

Motion and second that an Ordinance is forwarded to City Council approving the use of certain real estate for use of right-of-way on Durley Road associated with storm sewer improvements for the Perrin Road Phase II reconstruction project by Alderman Lowry/Baeske. The motion carried by voice vote and was unanimous.

CITY LOG – VEHICLE UPDATE

In 2007, the City adopted the current City logo which was placed on the City's letterhead, etc. Vehicle Maintenance is in need of ordering new stickers for the City's vehicles. The current sticker on vehicles is not the logo adopted by current legislation. To produce new stickers should be a considerable savings as the new logo is two color wherein the old logo contained multiple colors. The cost for the new stickers would be charged to the Vehicle Maintenance's Supply Account. Staff is suggesting that the new stickers be installed on vehicles through attrition.

Discussed the installation of the new logo on police vehicles. Staff stated it is not the intent to install the logo on police vehicles. Commented that language in the amended resolution state that the Police Department's vehicles are exempt from utilizing the City's logo.

Motion and second that a Resolution is forwarded to City Council to amend Resolution No. 3354-2007 that all City vehicles and equipment will receive the new City logo with the exception of the City's Police Department's vehicles by Aldermen Baeske/Lowry. The motion carried by voice vote and was unanimous.

CYPRESS DRIVE – R.O.W. VACATION

Interest has been expressed to the City by residents to acquire right-of-way on Cypress Drive between Orlando Court and Judy Lane. The City is interested in not having to maintain this paper street. However, all four residents would need to be in agreement and absorb the cost for a survey and the creation of a vacation plat. As of this date, the City has not received an agreement from the residents. This item is being tabled.

ST. CLAIR AVENUE SIDEWALKS – REQUEST TO SOLICIT BIDS

Staff requested permission to solicit bids for the St. Clair Avenue Sidewalk project from IL Route 157 to Third Avenue in French Village which is being partially funded by CDBG. It is staff's intent to advertise for bids on Sunday, September 11 with an opening on September 28. Committee granted permission to solicit bids.

UNION HILL/LONGACRE SIGNALS – FEDERAL FUNDING AGREEMENT ENGINEERING

The Illinois Department of Transportation, Local 8, has provided the City the Local Public Agency Agreement for Federal Participation for the Congestion Mitigation Air Quality grant funding for the Union Hill/Longacre Drive signal installation for execution by City Council. Federal participation is 80 percent, or \$28,300, and the City's participation is 20 percent, or \$7,075, for preliminary engineering design.

Motion and second that a Resolution is forwarded to City Council to enter into the Local Public Agency Agreement for Federal Participation for the installation of traffic signals at the intersection of Union Hill Road and Longacre Drive with the Federal participation at 80 percent, or \$28,300, and the City's participation at 20 percent, or \$7,075 for preliminary design 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:

- Fox Creek Storm Water Improvements – The Northwestern sag area has been seeded and mulched. On August 29, the asphalt patch was installed. Awaiting the contractor to mobilize to perform the work at the intermediate detention area. The contractor has stated they need a week to ten days of dry weather to perform this work.

Discussed the status of the resident's fence installation. Staff stated that a third bid was received which was under \$9,000. The estimate was not to exceed \$13,500.

Staff has performed some drainage work in the Villanova Court area, directing water to the south end, and residents have commented that it seems to be working. There is remaining work to be done, but will need dry weather to complete.

- Perrin Road Phase II – Kassing Avenue – Both Kassing Avenue and Perrin Road Phase II began Tuesday, September 6, with the installation of storm sewer. Anticipate Kassing Avenue to be complete mid-October and Perrin Road complete six weeks later. Mailboxes have been relocated and residents have been notified.
- Municipal Complex Improvements – Tuckpointing started on the north wing of City Hall on August 29. On Sunday, advertisement for bids will be issued for roof replacement of the north wing. The Library roof replacement began on Tuesday, September 6 which should take two weeks. When the contractor is finished with the Library, they will move to the City Hall roof for anticipated completion by the beginning of November.
- 89th Street – Staff budgeted \$20,000 for engineering and \$80,000 for construction for this joint project with the Village of Caseyville and resides on the Capital Improvement Plan. The intergovernmental agreement between the City and Village was composed, reviewed by the City's attorney, and forwarded to the Village to be presented to their Board this evening. This will be an agenda item at the October meeting.

The Chairman stated that if there is urgency to process the agreement, staff is to present at the Finance Meeting. The Director stated this has no bearing on the Village's construction schedule as they are waiting on AT&T in order to remove trees.

Questioned about the remainder of 89th Street to which the reply was that staff will consult with the Village.

Follow-up regarding Commercial Energy Consultants (CEC) – The City solicited the services of CEC and a meeting was held on Friday, September 2. Energy bids will be received tomorrow, September 8, for energy supply. Through the engagement letter, staff will need to notify CEC a term and price tomorrow. CEC will process 41 quotes and provide the City with the top three recommendations. The Director stated that there is an opportunity to save another \$10,000 to \$15,000 from last year. The overall savings from Ameren would be \$52,000 if the City still utilized Ameren as a supplier. The largest step of savings has occurred, but the City is saving money every year by bidding for a supplier. The Mayor stated after consulting with the City Attorney the best rates were for either 12 or 18 months. The Mayor relayed that gas is what drives the utility rates.

Questioned who will make the decision and that this is the same process as last year when the City Administrator accepted bids. The Director stated CEC will be calling staff late morning with the bids and a decision will need to be made by 3:00 p.m.

Status of I-64 Interchange Landscape – Alderman Zimmerman requested an update of the landscaping at the interchange, i.e., dead trees, mowing, etc. Expressed that it is still looking bad especially with the City of O’Fallon performing their improvements at their interchange. The Director stated he will issue a memo addressing the status of the interchange prior to the October meeting. The Mayor reminded aldermen that the City is now responsible for all the maintenance at the interchange.

Fairview Heights Clean-up Day – Discussed scheduling a second clean-up day and the bulk trash pick-up in November. The Mayor relayed that a second clean-up days has been discussed with the Parks and Recreation Director and the Public Works Director who believe this is beneficial. Discussed the clean-up day be scheduled in October before the bulk trash pickup in November reducing staff’s manhours for this service. The Mayor reminded the aldermen that if residents inquire about bulk trash pickup, that residents may also contact their trash hauler that they may pick up bulk items.

Standing Water at America’s Best Eyeglass on Lincoln Highway – The Director stated that City Engineer will be meeting with the contractor’s superintendent. May need to remove and replace the concrete.

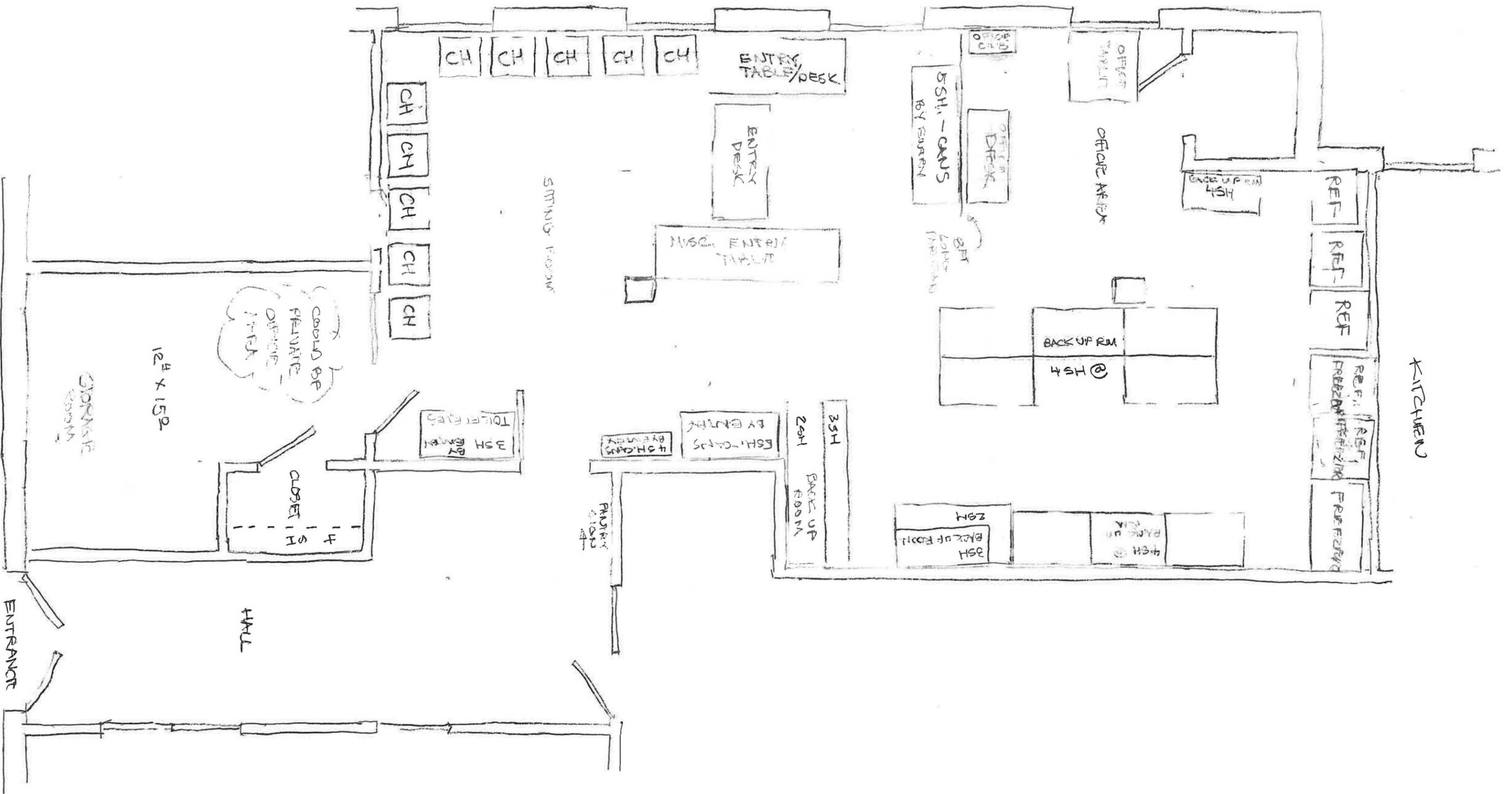
Standing Water at Dollar Tree – The Director will need to review. If standing water is in the parking lot, this would be off right-of-way and the responsibility of the commercial developer. The Director will discuss with the Land Use Director. Previously, a camera was ran through the line from the basin to determine if there was blockage. The Director is to follow-up and issue a memo to the Council.

Darkness in the Dollar Tree Parking Lot – The Director will forward this information to the Land Use Director.

Adjournment 7:35 p.m.

Submitted By:

Recorder



RIGHT-OF-WAY LICENSE AGREEMENT

This Right-Of-Way License Agreement (hereinafter the "Agreement") is made and entered into this 1st day of September 2016, by and between the **CITY OF FAIRVIEW HEIGHTS**, an Illinois Municipal Corporation (hereinafter the "City") and **DELTA COMMUNICATIONS, L.L.C.**, an Illinois Limited Liability Company, d/b/a **CLEARWAVE COMMUNICATIONS**, (hereinafter the "Licensee"), WITNESSETH;

Recitals

WHEREAS, City owns or controls various public ways within the corporate limits of City, including but not limited to highways, roads, streets, lanes, alleys, paths, curbs, sidewalks, or other public ways and public rights-of-way (hereinafter "Public Ways"); and,

WHEREAS, Licensee desires to utilize a portion of the City Public Ways for the installation of a fiber optic cable and appurtenances in certain sections of said City Public Ways. The portion of the City Public Ways to be used by Licensee is depicted on Exhibit A, which is attached to and incorporated into the Agreement by this reference (hereinafter the "License Premises") and,

WHEREAS, the City has agreed to grant to Licensee a non-exclusive privilege and license to use the License Premises described above, all in accordance with and subject to the terms, conditions and limitations of this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants, and obligations contained herein and other good and valuable consideration received by each party, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated into this Agreement in their entirety.
2. **Grant of License.** The City hereby grants to Licensee a non-exclusive license, privilege and permission to enter upon the City Public Ways and to use such License Premises described above, (hereinafter the "License"), for the purposes hereinafter set forth, subject, however, to the terms, conditions and limitations of this Agreement. The License herein granted shall be subject to all existing utility easements, if any, located within the City Public Ways, or any other easements, conditions, covenants or restrictions of record.
3. **Term.** This Agreement and the License granted to Licensee hereunder shall commence as of the date of this Agreement and shall continue until terminated in accordance with the terms of this Agreement.
4. **Consideration.** The consideration to the City for the privilege granted by this Agreement shall be the benefits to be derived by City as a result of the installation of said fiber optic cable.

5. **No Interest in Land.** Licensee understands, acknowledges and agrees that this Agreement does not create an interest or estate in Licensee's favor in the License Premises. The City retains legal possession of the full boundaries of its right-of-way and the Agreement merely grants to Licensee the privilege to use the License Premises described above throughout the term of this Agreement.
6. **No Vested Right.** Notwithstanding any expenditure of money, time and/or labor by Licensee on or within the License Premises, the Agreement shall in no event be construed to create an assignment coupled with an interest or any vested rights in favor of Licensee. Licensee shall expend any time, money or labor on or in the License Premises at Licensee's own risk and peril.
7. **Limited Scope of License.** The License granted to Licensee is limited in scope to the following use or uses:

To construct, install, operate, inspect, maintain, repair, upgrade, replace and remove a fiber optic cable and any and all lines, conduits, access manholes, pull vaults, and other similar equipment and devices owned or used by Licensee (hereafter the "Equipment") in the License Premises, as depicted on Exhibit A, for the purpose of providing telecommunication services.
8. **Installation.** Licensee agrees and warrants that the installation will be done and completed in a good and workmanlike manner, and at no expense to City. Installation will be undertaken in the name of, or pursuant to contracts or agreements with Licensee. The fiber optic cable shall be installed by directional boring where possible, except at locations where bore pits are dug and concrete pull vaults are installed. Such cable shall be installed at a minimum depth three (3) feet. The fiber optic cable shall be encased in conduit. All of the Equipment shall be installed underground.
9. **Restoration.** On completion of any installation activity by Licensee or persons acting pursuant to contracts or agreements with Licensee, Licensee agrees to (a) replace and grade all topsoil removed or disturbed in connection with such installation, (b) restore all disturbed, removed, or damaged fences, roads, alleys, driveways, parkways, and similar improvements to at least as good a condition as existing immediately preceding the Installation, and (c) reseed all grass removed in connection with any Installation.
10. **Relocation of Equipment for City.** Upon receipt of at least sixty (60) days advance written notice, the Licensee shall, at its sole cost, relocate in or remove from the License Premises, any Equipment of Licensee when lawfully required by the City by reason of traffic conditions, public safety, street abandonment, highway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of public structures or improvements. The Licensee shall in all cases

have the right of abandonment of part or all of its Equipment. The City will reasonably endeavor to provide a place to which the Equipment may be relocated, but if no such place is available, then Licensee must relocate the fiber optic cable off the Public Way to its expense. The City shall not be liable for any costs associated with any such relocation, rerouting or removal of Licensee's Equipment.

11. **Relocation For Third Party.** The Licensee shall, on the request of any third party holding a lawful license or permit issued by City, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the License Premises as necessary any Equipment of Licensee, provided: (A) the expense of such is paid by said third party benefiting from the relocation, including, if required by the Licensee, making such payment in advance; and (B) the Licensee is given reasonable advance written notice to prepare for such changes. For purposes of this section, reasonable advance written notice shall be no less than ninety (90) days in the event of a temporary relocation, and no less than one hundred twenty (120) days for a permanent relocation.
12. **Transferability of License.** The Licensee's right, title, or interest in the License shall not be sold, transferred, assigned, or otherwise encumbered, other than to an entity controlling, controlled by, or under common control with the Licensee, without prior written notice to City. No such notice shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Licensee in its fiber optic network in order to secure indebtedness.
13. **Termination.** This Agreement and the License herein granted to Licensee may be terminated by City, if after written notice by City to Licensee of the occurrence or existence of a default or material breach, Licensee, fails to cure, or commence good faith efforts to cure, such default or material breach within forty-five (45) days after delivery of such notice.
14. **Removal or Abandonment Upon Termination.** At such time as this Agreement and the License herein granted to Licensee is terminated, Licensee shall cease using its equipment, and Licensee may, but shall not be required to, remove its Equipment located in the License Premises. With respect to any removal, Licensee shall repair all damage caused in connection with removal and shall restore the areas affected by the Equipment to the condition and appearance in which they were found prior to installation of the Equipment, reasonable wear and tear and damage by casualty excepted. Licensee may, at its option, abandon such Equipment in place.
15. **Insurance.** Licensee shall maintain at all times during the term of the Agreement, at Licensee's sole cost, a policy or policies of comprehensive general liability coverage on an occurrence basis from an insurance company licensed with the State of Illinois or other insurer approved by Licensee with at least \$1,000,000.00 single limit coverage on all risks. Such policy or policies shall provide that the coverage afforded thereunder shall not be

canceled, terminated or materially changed until at least thirty (30) days written notice has been given to City. Licensee shall name City as co-insured and shall furnish City with duplicate policies or certificates evidencing insurance in force as required herein prior to utilizing the License Premises. Evidence of payment of premiums shall be delivered to City at least thirty (30) days prior to the expiration dates of each existing insurance policy. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City. There shall be no endorsement or modification of this insurance to make it excess over other available insurance, alternatively, if the insurance states that it is excess of prorated, it shall be endorsed to be primary with respect to City.

16. **Construction and Maintenance.** Licensee agrees that the improvements described herein shall be installed and maintained at all times in a safe, neat, sightly and good physical condition and in accordance with all requirements of law. During the term of this Agreement, Licensee shall, at Licensee's sole cost and expense, maintain its facilities in the License Premises in good condition and in compliance with any applicable requirements of law. City shall be the sole judge of the quality of the construction and maintenance and, upon written notice of City stating in general terms how and in what manner maintenance is required, Licensee shall be required to perform such maintenance. If Licensee fails to do so, then the City shall have the right to perform such maintenance, the full and complete cost of which shall be borne by Licensee. Licensee covenants and agrees to reimburse the City its full cost and expense for any such maintenance.
17. **Reservation of Rights.** The City hereby reserves the right to use the License Premises and all adjacent property of the City in any manner that will not interfere with the exercise by Licensee of the rights granted hereunder. The City has the right to grant other non-exclusive easements, over, along, on, or across the License Premises, except that any such other easements will be subject to this Agreement and the rights granted hereby.
18. **Compliance with Law.** Licensee shall adhere to and comply with all ordinances, laws, rules and regulations that may pertain to or apply to the License Premises and the Licensee's use thereof. Licensee agrees and warrants that it has procured or shall procure any licenses, permits or like permission required by law, if any, to conduct or engage in the use of the License Premises described herein, that Licensee will procure all additional licenses, permits or like permission hereinafter required by law during the term of this Agreement, and that Licensee will keep the same in full force and effect during the term of this Agreement. Licensee shall perform under this Agreement in accordance with all applicable legal requirements.
19. **Indemnification.** To the fullest extent permitted by law, Licensee agrees to indemnify, defend and save the City, its officers, agents, servants, employees, boards and commissions harmless from and against:

- a. **Damage to Licensee's Property.** Any and all claims for loss or damage (including reasonable attorney's fees and/or lost revenue) to the Licensee's Equipment or any property belonging to or rented by Licensee, its officers, servants, agents or employees, which may be destroyed, or in any way damaged, by any cause whatsoever, including unintentional damage caused by City.
- b. **Damage to Others.** Any claims, suits, judgments, costs, attorney's fees, loss, liability, damage or other relief, including but not limited to Workers' Compensation claims, to any person or property in any way resulting from or arising out of the existence of this Agreement and/or the existence, maintenance, use or location of Licensee's Equipment within City's Public Ways. In the event of any action against City, its officers, agents, servants, employees, boards or commissions covered by the foregoing duty to indemnify, defend and hold harmless, such action shall be defended by legal counsel of City's choosing.
- c. **Mechanic's Lien.** Any loss, liability, claim or suit arising from the foreclosure, or attempted foreclosure, of a mechanic's or materialmen's lien for goods delivered to Licensee or work performed by or for Licensee upon the License Premises. Such indemnification shall include the City's reasonable attorney's fees incurred in connection with any such loss, claim or suit.

The provisions of this paragraph shall survive any termination and/or expiration of this Agreement.

20. **Breach and Limitation on Damages.** If either party violates or breaches any term of this Agreement, such violation or breach shall be deemed to constitute a default, and the other party shall have the right to seek such administrative, contractual or legal remedies as may be suitable for such violation or breach.
21. **Notices.** Any notice required or permitted under this Agreement shall be in writing and shall be sufficient if personally delivered or mailed by certified mail, return receipt requested, addressed as follows:

To City:
City Clerk
City of Fairview Heights
10025 Bunkum Road
Fairview Heights, IL 62208

To the Licensee:
Scott Riggs
Clearwave Communications
2 N. Vine Street, 4th Floor
Harrisburg, IL 62946

Notices mailed in accordance with the provisions of this paragraph shall be deemed to have been given on the third business day following mailing. Notices personally delivered shall be deemed to have been given upon delivery.

22. **No Joint Venture or Partnership.** This Agreement shall not be construed so as to create a joint venture, partnership, employment, or other agency relationship between the parties hereto.
23. **No Personal Liability.** No official, director, officer, agent or employee of City shall be charged personally or held contractually liable under any term or provision of this Agreement, or because of their execution, approval or attempted execution of this Agreement.
24. **Joint and Collective Work Product.** This Agreement is and shall be deemed and construed to be a joint and collective work product of City and Licensee, and as such, this Agreement shall not be construed against one party as the otherwise purported drafter of the same by any court of competent jurisdiction in order to resolve any inconsistency, ambiguity, vagueness or conflict, if any, in the terms or provisions contained herein.
25. **Severability.** The terms of this Agreement shall be severable. In the event any of the terms or provisions of this Agreement are deemed to be void or otherwise unenforceable, for any reason, the remainder of this Agreement shall remain in full force and effect.
26. **Governing Law.** This Agreement shall be subject to and governed by the laws of the State of Illinois. Venue for the resolution of any disputes or the enforcement of any rights arising out of or in connection with this License agreement shall be in the Circuit Court for the Twentieth Judicial Circuit, Randolph County, Illinois.
27. **References in Agreement.** All references in this Agreement to the singular shall include the plural where applicable, and all references to the masculine shall include the feminine and vice versa. If either reference shall be declared invalid, such decision shall not affect the validity of any remaining portion that shall remain in full force and effect.
28. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
29. **Paragraph Headings.** Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.
30. **Binding Agreement on Parties.** This Agreement shall be binding on the parties hereto and their respective successors and permitted assigns.

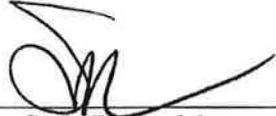
31. **Entire Agreement.** This Agreement and its exhibits constitute the entire agreement and understanding between the parties and supersedes any prior agreement or understanding relating to the subject matter of the Agreement.
32. **Modification.** This Agreement may be changed, modified or amended only by a duly authorized written instrument executed by the parties hereto. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in or writing herein or in a duly authorized and executed amendment hereof.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representatives as of the day and year first above written.

City OF Fairview Heights, ILLINOIS

DELTA COMMUNICATIONS, L.L.C.

By: _____
Mark Kupsy, Mayor

By:  _____
Scott Riggs, Manager

ATTEST:

Karen Kaufhold, City Clerk

STATE OF ILLINOIS

COUNTY OF SALINE

I, the undersigned, Notary Public, in and for and residing in said County and State aforesaid, do hereby certify that Scott Riggs, as Manager of DELTA COMMUNICATIONS, L.L.C., an Illinois Limited Liability Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1st day of September, 2016



Notary Public



STATE OF ILLINOIS

COUNTY OF ST. CLAIR

I, the undersigned, Notary Public, in and for said County, in the State aforesaid, to hereby certify that Mark Kupsky, personally known to me to be the Mayor of the City of Fairview Heights, Illinois and Karen Kaufhold, personally known to me to be the City Clerk of the said City, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk they signed and delivered the said instrument of writing and caused the corporate seal of said City to be affixed thereto, pursuant to authority given by the City Council of said City, as the free and voluntary act and deed of said City, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2016

Notary Public

**AGREEMENT BETWEEN
CITY OF FAIRVIEW HEIGHTS
AND
VILLAGE OF CASEYVILLE
FOR
89TH STREET IMPROVEMENTS**

THIS AGREEMENT entered into this _____ day of _____, 2016, by and between the CITY OF FAIRVIEW HEIGHTS, hereinafter called the CITY, and the VILLAGE OF CASEYVILLE, hereinafter called the VILLAGE:

WITNESSETH

WHEREAS, the CITY and VILLAGE, in order to facilitate the free flow of traffic and increase safety to the motoring public, are desirous of improving 89th Street, beginning at the intersection with Kassing Drive and extending along said route in a southerly direction to a point approximately 2764 feet from the point of beginning which is to be improved, by providing a new asphalt drive surface, storm sewer and segmental concrete block retaining wall, and performing all other work necessary to complete the improvement in accordance with the approved plans and specifications; and

WHEREAS, said improvement will be of immediate benefit to the residents of the CITY and VILLAGE and permanent in nature.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The VILLAGE agrees to prepare, or caused to be prepared, plats, plans and specifications, furnish engineering during construction and cause the improvement to be built in accordance with the plans, specifications and contract.
2. The VILLAGE agrees to prepare the deeds with the VILLAGE and CITY acquiring all necessary right-of-way for this project in its respective name and areas of jurisdiction.
3. The VILLAGE agrees to receive bids and to award a contract for construction of the proposed improvement.
4. The CITY agrees that execution of this agreement constitutes the CITY'S concurrence in the award of the construction contract to the responsible low bidder as determined by the VILLAGE.
5. It is mutually agreed that the VILLAGE will pay for the construction of this improvement and be reimbursed by the CITY in an amount as follows:

The CITY agrees to reimburse the VILLAGE \$20,000.00 for the engineering and \$80,000.00 for the construction associated with the 89th Street Improvements project.

6. Upon final inspection of the improvement, the VILLAGE and CITY agree to maintain, or cause to be maintained, their respective portions of 89th Street as stated in Paragraph 7.
7. Upon final inspection of the improvement, the VILLAGE and CITY agrees to maintain, or cause to be maintained, all of the improvements resulting from the 89th Street Improvements, within the VILLAGE'S and CITY'S respective rights of way.
8. The VILLAGE shall retain all records of the improvement for a period of five years after completion of the improvement.
9. This Agreement and the covenants contained herein shall be null and void in the event a contract covering the construction work contemplated herein is not awarded within three years subsequent to execution of the Agreement.
10. This Agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

Village of Caseyville
 CITY OF FAIRVIEW HEIGHTS

City of Fairview Heights
 VILLAGE OF CASEYVILLE

By Leonard Black
 Mayor

By _____
 Mayor

Date _____

Date _____

RESOLUTION NO. 1640

A RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN FAIRVIEW HEIGHTS AND THE VILLAGE OF CASEYVILLE FOR 89TH STREET IMPROVEMENTS.

WHEREAS, the CITY and VILLAGE, in order to facilitate the free flow of traffic and increase safety to the motoring public, are desirous of improving 809th Street, beginning at the intersection with Kassing Drive and extending along said route in a southerly direction to a point approximately 2764 feet from the point of beginning which is to be improved, by providing a new asphalt drive surface, storm sewer and segmental concrete block retaining wall, and performing all other work necessary to complete the improvement in accordance with the approved plans and specifications; and

WHEREAS, said improvement will be of immediate benefit to the residents of Fairview Heights, Illinois and the Village of Caseyville, Illinois, and permanent in nature.

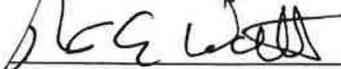
NOW THEREFORE, be it resolved by the Mayor and Board of Trustees of the Village of Caseyville, Illinois as follows:

The Mayor and Clerk of the Village is hereby authorized to execute a certain Intergovernmental Agreement between Fairview Heights, Illinois and the Village of Caseyville, Illinois, the form of which is attached hereto and made part hereof as Exhibit 1.

PASSED by the Village Board of the Village of Caseyville, Illinois on the 7th day of September, 2016, on the following roll call vote:

	Aye	Nay	Abstain	Absent
Matt Modrovsky	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G.W. Scott, Sr.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Brenda Williams	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wally Abernathy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jackie Mitchell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
John Buckley	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Vote Recorded by:



Rob Watt, Village Clerk

Approved by the Mayor of the Village of Caseyville this 7th day of September, 2016.

Leonard Black

Mayor Leonard Black

ATTEST:

Rob Watt

Rob Watt, Village Clerk





100 Lanter Court, Suite 1 720 Olive, Suite 700 20 East Main Street 330 North Main, Suite 201
Collinsville, IL 62234 St. Louis, MO 63101 Belleville, IL 62220 St. Charles, MO 63301
tel 618.345.2200 tel 314.588.8381 tel 618.416.4688 tel 636.493.6277

www.oatesassociates.com



September 7, 2016

Mr. John Harty
Public Works Director
City of Fairview Heights
10025 Bunkum Road
Fairview Heights, IL 62208

Re: Lincoln Trail Streetscape Project – Phase 2
Market Place/Commerce Drive Roundabout
Engineering Services Agreement

Dear Mr. Harty:

We propose to render professional engineering services in connection with implementing roadway improvements at Market Place and Commerce Drive with a proposed roundabout in Fairview Heights, IL (hereinafter called the "Project"). This project is Phase 2 in a multi-phase streetscape project developed by the City for the Market Place commercial development.

Our Basic Services will consist of surveying, preparing a project development report, preparing construction documents, purchasing appraisals for the subject parcels, negotiating right of way acquisition from the parcel owners following Illinois Department of Transportation policy, and preparing legal descriptions and parcel plats for county records, all as set forth in the attached Estimate of Person Hours. Basic Services will be billed on the basis of our cost plus fixed fee as set forth in the Agreement and are estimated at \$143,000.

Since CMAQ funds are being used to fund 80% of the engineering services on the project, a "Preliminary Engineering Services Agreement for Federal Participation" is enclosed for Illinois Department of Transportation processing.

If the enclosed Agreement satisfactorily sets forth your understanding of our proposal, please sign all four copies in the spaces provided and return to us for processing with the Illinois Department of Transportation. This proposal will be open for acceptance until October 31, 2016 unless changed by us in writing.

Sincerely,

OATES ASSOCIATES, INC.

Brian S. Heil, PE
Project Manager

Jeff Rensing, PE, SE
Project Principal

Enclosure

Local Agency City of Fairview Heights, IL	L O C A L A G E N C Y	 Illinois Department of Transportation	C O N S U L T A N T	Consultant Oates Associates, Inc.
County St. Clair				Address 100 Lanter Court, Suite 1
Section				City Collinsville
Project No.				State IL
Job No.				Zip Code 62234
Contact Name/Phone/E-mail Address John Hartly (618) 489-2020 hartly@cofh.org	Preliminary Engineering Services Agreement For Federal Participation Addendum #1		Contact Name/Phone/E-mail Address Brian Heil (618) 345-2200 x114 brian.heil@oatesassociates.com	

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 PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name Market Place/Commerce Drive Roundabout Route _____ Length 0.10 mi Structure No. _____

Termini 200' feet down each leg of the Market Place and Commerce Drive intersection

Description Improvement will generally consist of constructing a roundabout and modifying the approach and departure legs of the intersection to service a roundabout geometry. Improvement will also consist of reconstructing storm sewer and curb and gutter to meet the revised roadway geometry.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
3. To complete the services herein described within 360 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:
- employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
 - agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER:
- Make such detailed surveys as are necessary for the planning and design of the PROJECT.
 - Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
 - Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
 - Design and/or approve cofferdams and superstructure shop drawings.
 - Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
 - Prepare the necessary environmental and planning documents including the Project Development Report, ~~Environmental Class-of-Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.~~
 - Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
 - Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
 - Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
 - 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.
 - Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
 - Furnish the LA with survey and drafts in quadruplicate 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 **and assist the LA in acquiring necessary rights of way and easements as detailed in the attached estimate of person hours.**

II. THE LA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee CPFF = $DL + DL(OH) + 14.5\%[DL + R(DL) + OH(DL) + IHDC]$, or
 CPFF = $14.5\%[DL + R(DL) + 1.4(DL) + IHDC]$, or
 CPFF = $14.5\%[(2.3 + R)DL + IHDC]$

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor

Specific Rate (Pay per element)

Lump Sum _____

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

Exhibit A - Preliminary Engineering

Route: _____
 Local Agency: _____
 (Municipality/Township/County)
 Section: _____
 Project: _____
 Job No.: _____

***Firm's approved rates** on file with IDOT'S Bureau of Accounting and Auditing:

Overhead Rate (OH) 0.00 %
 Complexity Factor (R) 0.00
 Calendar Days _____

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
 Lump Sum

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
SEE ATTACHED									
Totals		0.00							

FIRM: OATES ASSOCIATES, INC.
 ROUTE: Market Place/Commerce Drive Roundabout CMAQ
 SECTION: X
 AGENCY: Fairview Heights
 JOB NO.: 15189
 PTB NO.: X

ESTIMATE OF PERSON HOURS

TASK	SR. PROF. II	SR. PROF. I	PROF. IV	PROF. II	PROF. I	TECH. II	TECH. I	TOTAL	SCOPE OF WORK
1.0 FIELD SURVEYS	6		4		34	32	32	108	
1.1 horizontal & vertical control	3				6	8	8	25	NAD 83 (2011) & NAVD 88, GPS derived
research control location / coordinates, elevations, closure route									
set control point monuments in field / 3-point ties									
set control point coordinates & elevations / GPS	1				2	4	4	11	
traverse between control points in field									
elevation loop between benchmarks in field						4	4	8	
office calculations / coordinates, elevations, closure	2				4			6	
1.2 topography	3				4	24	24	55	200' in each leg of intersection
locate existing utilities					2	4	4	10	contact JULIE, measure structure depths
topo / profile / cross sections (surface features)	2					16	16	34	2 man crew
project photos									
supplemental field surveys	1				2	4	4	11	drainage surveys, sign surveys...
1.3 hydraulic survey									
1.4 process survey data for CADD			4		24			28	CADD platform (MicroStation)
draw existing topo			2		12			14	includes data collector processing
create & process TIN surface					4			4	
field review and edit topo & TIN			2		8			10	
1.5 staking									
2.0 INTERSECTION DESIGN STUDY		24	16		128			188	modern roundabout
2.1 data collection		12	8		28			48	
determine design vehicle / road classifications					4			4	
traffic counts									already conducted during CMAQ application
signal warrants (tabulate and summarize)									includes vehicle & pedestrian warrants
schematic intersection layout		4	8		8			20	refine CMAQ application
coordination with IDOT (growth rate, ADT, layout)		8			16			24	verify design & review requirements
traffic study (attracted traffic, traffic patterns)									
ground level photographs									
2.2 analysis		12			44			56	
capacity analysis (HCS / Sunchro) AM & PM		8			32			40	
storage lengths - AM & PM									
turning movements (AutoTurn)		2			8			10	
justification / request approval for design exceptions		2			4			6	
2.3 IDS submittals			8		56			64	
title block & location map					2			2	
elements controlling design & general notes					4			4	
capacity design study table			2		8			10	
traffic data table & turning movement diagrams			2		8			10	
signal phasing diagram			1		4			5	
intersection layout and pavement markings			1		4			5	
horizontal & vertical alignment									not required if existing/proposed profile is <1%
plot, print & submit draft IDS for LA & IDOT review					6			6	

FIRM: OATES ASSOCIATES, INC.
 ROUTE: Market Place/Commerce Drive Roundabout CMAQ
 SECTION: X
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ESTIMATE OF PERSON HOURS

TASK	SR. PROF. II	SR. PROF. I	PROF. IV	PROF. II	PROF. I	TECH. II	TECH. I	TOTAL	SCOPE OF WORK
respond to review comments			2		16			18	
plot, print & submit final IDS for IDOT approval					4			4	
3.0 PROJECT DEVELOPMENT REPORT		8	36		115			169	
3.1 preliminary forms & submittals			6		12			18	
review funding application									
initial coordination meeting data form			4					4	
environmental survey request			2		8			10	biological & cultural surveys only
environmental survey request - special waste					4			4	required for work on State ROW
3.2 meetings		6	6		18			30	
bi-monthly coordination meetings		4	4		4			12	2 meetings
public informational meeting		2	2		2			6	1 public meeting
public hearing									
attendance sheets, sign-off sheets, fact sheet					8			8	for informational meeting / public hearing
meeting minutes & memoranda					4			4	
3.3 report					5			5	
cover sheet					2			2	
table of contents					1			1	
summary of attachments					2			2	
3.4 analysis & text		2	6		26			34	
location & existing conditions					2			2	traffic, structures, RR, contiguous sections
proposed improvement			2		4			6	cost, ADA, adjacent sections
crash analysis					2			2	summary, data, countermeasures
right of way					2			2	impacts, displacements
prime farmland									IDOA, NRCS
floodplain encroachment									
Phase I & II NPDES storm water permit requirements									
"404" permit									n/a
special waste					2			2	PESA, REC's, PSI (see subconsultant scope)
environmental survey					2			2	endangered species, wildlife impacts
Section 4(f) lands									
air quality									TIP conformance, hot-spot analysis, COSIM
noise					1			1	
work zone transportation management plans		2	4		6			12	state or significant routes
complete streets					2			2	
maintenance of traffic									
public involvement					1			1	summarize process, any opposition?
coordination LA-IDOT-FHWA					2			2	
other coordination									
summary of commitments									
3.5 attachments & exhibits			6		26			32	prepare exhibits to include with PDR
location / vicinity map & functional classification map			2		4			6	
existing & proposed typical sections			2		4			6	see ROADWAY PLANS - typical sections
structure master report									

FIRM: OATES ASSOCIATES, INC.
 ROUTE: Market Place/Commerce Drive Roundabout CMAQ
 SECTION: X
 AGENCY: Fairview Heights
 JOB NO.: 15189
 PTB NO.: X

ESTIMATE OF PERSON HOURS

TASK	SR. PROF. II	SR. PROF. I	PROF. IV	PROF. II	PROF. I	TECH. II	TECH. I	TOTAL	SCOPE OF WORK
bridge condition report (BCR) & approval cover letter									see BRIDGE CONDITION REPORT
preliminary bridge design & hydraulic report approval letter									see HYDRAULIC REPORTS - permits
railroad crossing drawing									
plan & profile sheets			2		4			6	see ROADWAY PRELIMINARY PLANS
intersection design studies (IDS)					1			1	see INTERSECTION DESIGN STUDY
spot map and/or collision diagrams					4			4	
SCS and IDOA coordination									
"404" permit correspondence									see HYDRAULIC REPORTS - permits
environmental clearances & correspondence					2			2	biological, cultural & special waste sign-offs
property owner signoffs and/or correspondence									re: public comments
public meeting notifications					1			1	newspaper ad & property owner letter
bi-monthly coordination meeting minutes					1			1	see - meetings (above)
design variance request					1			1	see ROADWAY PLANS - design criteria
detour or alternate route map					4			4	
other coordination									
3.6 submittals			12		28			40	
print & submit draft PDR for IDOT / FHWA review			4		8			12	
respond to review comments			8		16			24	2 days to pick up comments
plot, print & submit final PDR for IDOT / FHWA approval					4			4	
4.0 UTILITY & RAILROAD COORDINATION			2		20			22	
4.1 utilities			2		20			22	
request type, size & location of existing facilities			1		8			9	send topo drawing to utilities
verify type, size & location of existing facilities					4			4	send preliminary plans to utilities
confirm conflicts & verify adjustment / relocation work									send pre-final plans & schedule to utilities
coordination meetings with utilities									
review utility adjustment / relocation plans from utilities			1		8			9	
utility agreements									
4.2 railroads									
5.0 HYDRAULIC REPORT									
6.0 BRIDGE CONDITION REPORT									
7.0 GEOTECHNICAL REPORT									Coordination & review only. Report by Subconsultant.
8.0 TYPE SIZE & LOCATION PLANS									
9.0 STRUCTURE PLANS									
10.0 DRAINAGE			6	32				38	
10.1 storm sewer design			6	32				38	
storm sewer schematic layout			2	8				10	
drainage area computations			2	8				10	
inlet computations / type, size and layout				4				4	
storm sewer computations / type and size			2	8				10	

FIRM: OATES ASSOCIATES, INC.
 ROUTE: Market Place/Commerce Drive Roundabout CMAQ
 SECTION: X
 AGENCY: Fairview Heights
 JOB NO.: 15189
 PTB NO.: X

ESTIMATE OF PERSON HOURS

TASK	SR. PROF. II	SR. PROF. I	PROF. IV	PROF. II	PROF. I	TECH. II	TECH. I	TOTAL	SCOPE OF WORK
final storm sewer layout				4				4	
10.2 culvert design									n/a
10.3 ditch design									n/a
11.0 PRELIMINARY PLANS - ROAD		6	22	111				139	
11.1 data collection/ criteria			2	12				14	
develop design criteria				4				4	Use design criteria from Market Place/Plaza Drive project
develop existing & proposed typical sections pavement cores			2	8				10	Use typicals from Market Place/Plaza Drive project
11.2 horizontal alignment				14				14	
set centerline location				4				4	
lay out pavement/ shoulders/ medians				8				8	
review right-of-way requirements									
review utility conflicts				2				2	
11.3 vertical alignment		4	4	12				20	
set centerline profile		4	4	12				20	
review storm sewers/ culverts/ ditches									
review utility conflicts									
develop preliminary earthwork									
11.4 preliminary design development		2	10	44				56	
pavement analysis & design			2	8				10	pavement design report
intersection / interchange geometrics design			2	8				10	
develop construction staging		2	4	16				22	keep road open during construction, use N. Seven Hills/Old Vincennes as basis
guardrail/ barriers requirements									n/a
signage/ pavement markings									see 12.0
utility relocation requirements									
layout entrances			2	8				10	
s/w ramp layouts				4				4	
11.5 preliminary plan development				5				5	
plan- alignment/ stationing/ curve data									
pavement/ shoulders/ medians/ curbs/ sidewalks									
intersections/ interchanges labeling									
intersection site distance									
entrances/ access roads labeling									
guardrail/ barriers									n/a
bridge approach pavement									n/a
construction limits				2				2	
right-of-way/ owners				2				2	
benchmarks/ control points				1				1	
profile- grades/ elevations/ curve data									
storm sewers/ culverts/ ditches labeling									
retaining walls									

FIRM: OATES ASSOCIATES, INC.
 ROUTE: Market Place/Commerce Drive Roundabout CMAQ
 SECTION: X
 AGENCY: Fairview Heights
 JOB NO.: 15189
 PTB NO.: X

ESTIMATE OF PERSON HOURS

TASK	SR. PROF. II	SR. PROF. I	PROF. IV	PROF. II	PROF. I	TECH. II	TECH. I	TOTAL	SCOPE OF WORK
parking									
structural plan coordination									
11.6 preliminary cross-sections/ earthwork			2	16				18	
cut existing sections/ develop existing cross-section elevations			2	12				14	
proposed roadway templates									
end areas/ earthwork estimate									see 12.2
plot & label ROW				4				4	
11.7 submittals			4	8				12	
preliminary alignment									
preliminary plan			4	8				12	
pre-final plan (field check)									
cost estimate									see 12.11
12.0 FINAL PLANS - ROAD		6	73	220				299	
12.1 cover sheet			4	16				20	
location map/ project limits				4				4	
index of sheets									
standard drawings index			2	4				6	
general notes			2	8				10	
12.2 quantities			12	32				44	
pay items & code numbers			1	2				3	
pavement schedule & quantities			2	4				6	
entrances schedule & quantities			1	2				3	
storm sewer schedule & quantities			1	2				3	
pavement markings schedule & quantities			2	6				8	
removals schedule & quantities			1	2				3	
earthwork schedule & quantities			2	6				8	
other schedules & quantities			1	4				5	
summary of quantity schedule			1	4				5	
12.3 typical sections				6				6	
existing/ proposed typical sections - label pay-items/ thicknesses				4				4	
structural pavement design table				2				2	
12.4 construction detail sheets			6	20				26	
side streets & entrances			2	6				8	
pavement details				2				2	
s/w ramp details/ sheets			4	12				16	ADA standards
drainage structures									
retaining walls									
guardrail/ barriers									n/a
survey tie points									
12.5 intersection/ interchange sheets		2	6	16				24	
intersection/ interchange geometrics/elevations - checking/labeling		2	6	16				24	

FIRM: OATES ASSOCIATES, INC.
 ROUTE: Market Place/Commerce Drive Roundabout CMAQ
 SECTION: X
 AGENCY: Fairview Heights
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ESTIMATE OF PERSON HOURS

TASK	SR. PROF. II	SR. PROF. I	PROF. IV	PROF. II	PROF. I	TECH. II	TECH. I	TOTAL	SCOPE OF WORK
pavement joint layouts									
ramp profiles/ superelevation tables									
ramp terminal details									
intersection/ interchange cross-section layout									
12.6 maintenance of traffic		4	16	36				56	
develop construction staging		4	8	16				28	
staging notes			4					4	
staging details				8				8	
detour plans				4				4	
traffic control plans			4	8				12	
12.7 traffic signal plans									n/a
12.8 specialty plan sheets			5	8				13	
pavement markings									
signing plans			4	6				10	
lighting plans									
erosion control			1	2				3	
landscape plans									
12.9 road plan/profile sheets			4	18				22	
plan- alignment/ stationing/ curve data			2	8				10	add notes to sheets (4 sheets)
pavement/ shoulders/ medians									
intersections/ interchanges									
entrances/ access roads				2				2	
guardrail/ barriers									n/a
storm sewers/ culverts/ ditches			2	8				10	profile labeling
construction limits									see 11.5
cross-references									
12.10 cross sections			2	18				20	
hand edits			2	8				10	
proposed ditches/ culverts/ storm sewer				4				4	
proposed ROW limits				2				2	
earthwork end areas				4				4	
matchlines/ cross-references									
12.11 contract documents			10	32				42	
check sheets			2	6				8	
supplemental specifications				2				2	
interim special provisions (ISP)									
special provisions			4	16				20	
estimate of time			2	4				6	
estimate of cost			2	4					
12.12 bidding documents (local letting only)									IDOT letting
12.13 final PS&E submittal			8	18				26	
plot and assemble final plans			4	8				12	

FIRM: OATES ASSOCIATES, INC.
 ROUTE: Market Place/Commerce Drive Roundabout CMAQ
 SECTION: X
 AGENCY: Fairview Heights
 JOB NO.: 15189
 PTB NO.: X

ESTIMATE OF PERSON HOURS

TASK	SR. PROF. II	SR. PROF. I	PROF. IV	PROF. II	PROF. I	TECH. II	TECH. I	TOTAL	SCOPE OF WORK
copy and review final CADD files									n/a
copy and assemble computations									n/a
copy and assemble contract documents			4	8				12	
final submittal and close-out									
obtaining signatures					2			2	
13.0 RIGHT OF WAY	72		2		44			118	prepare documents and negotiate acquisitions
13.1 survey									completed during CMAQ application
13.2 documents	16		2		40			58	
set proposed ROW									included in Final Plans
calculate bearings / distances, stations / offsets	2				4			6	
calculate lot closures and areas	2				4			6	
prepare legal descriptions	4				8			12	4 parcels
prepare ROW conveyance documents									by City attorney
prepare ROW plans			2		8			10	
prepare statutory plats									
prepare parcel plats	8				16			24	4 parcels
prepare monument records									
13.3 submittals									By City
13.4 negotiations / acquisitions	56				4			60	comply w/ federal "Uniform Act" requirements
review appraisals	4							4	valuations by Subconsultant
documentation	16							16	ROW summary spreadsheet, offer letters, PTAX forms, negotiator reports, parcel compliance checklists
meetings	32							32	4 owners, 2 meetings each, 4hrs each mtg
record documents					4			4	file conveyance documents with Co. Recorder
IDOT certification	4							4	project compliance checklist, meet @ IDOT
14.0 CONSTRUCTION PHASE SERVICES									May be negotiated later.
15.0 ADMINISTRATION / MANAGEMENT			20					20	
scope of work reviews									
scheduling			4					4	
budget control			4					4	
manpower planning			6					6	
project team meetings (including start-up meeting)									
contract administration									
billings			6					6	12 invoices
16.0 QA/QC									Included in each subtask



PAYROLL ESCALATION TABLE
(FIXED RAISES)

FIRM: OATES ASSOCIATES, INC.
 PRIME/SUPPLEMENT: PRIME
 PTB NO.: X

CONTRACT TERM: 14 MONTHS
 START DATE: 3/1/2017
 NEXT RAISE DATE: 7/1/2017
 COMPLETION DATE: 4/30/2018

OVERHEAD RATE: 160.85%
 COMPLEXITY FACTOR: 0.000
 % OF RAISE: 3.00%

ESCALATION PER YEAR

3/1/2017 - 7/1/2017	7/1/2017 - 4/30/2018	-	-	-
4 14	10 14			
28.57%	71.43%	0.00%	0.00%	0.00%

102.1429%

The total escalation for this project would be:

2.14%



PAYROLL RATES

FIRM: OATES ASSOCIATES, INC.
PRIME/SUPPLEMENT: PRIME
PTB NO.: X

ESCALATION FACTOR: 2.14%

NOTE: CURRENT RATES ARE AS OF JULY 1, 2015

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
PRINCIPAL	\$72.11	\$70.00
SR. PROFESSIONAL II	\$62.51	\$63.84
SR. PROFESSIONAL I	\$56.49	\$57.70
PROFESSIONAL IV	\$50.56	\$51.64
PROFESSIONAL III	\$46.88	\$47.88
PROFESSIONAL II	\$39.52	\$40.36
PROFESSIONAL I	\$30.53	\$31.18
JUNIOR PROFESSIONAL	\$28.61	\$29.22
TECHNICIAN III	\$42.79	\$43.71
TECHNICIAN II	\$35.53	\$36.29
TECHNICIAN I	\$28.37	\$28.98
TECHNICIAN INTERN	\$16.00	\$16.34



SUMMARY OF DIRECT COSTS

FIRM: OATES ASSOCIATES, INC.
ROUTE: Market Place/Commerce Drive Roundabout CMAQ
SECTION: X
AGENCY: Fairview Heights
JOB NO.: 15189
PTB NO.: X

DIRECT COSTS - RIGHT OF WAY (ALREADY SET DURING PHASE 1)	NO. OF COPIES	UNITS PER COPY	COST PER UNIT	TOTAL
X (8 1/2 x 11 - b/w)			\$ 0.05	\$ -
X (8 1/2 x 11 - color)			\$ 0.50	\$ -
X (11 x 17 - b/w)			\$ 0.12	\$ -
X (11 x 17 - color)			\$ 1.00	\$ -
X (full size)			\$ 0.55	\$ -
				\$ -
TOTAL:				\$ -

SERVICES BY OTHERS - APPRAISALS	NO. OF UNITS	COST PER UNIT	TOTAL
DJ Howard & Associates - appraisals (4 PARCELS)	1	\$ 10,800.00	\$ 10,800.00
			\$ -
			\$ -
			\$ -
TOTAL:			\$ 10,800.00



PROJECT SCHEDULE

FIRM: OATES ASSOCIATES, INC.
 ROUTE: Market Place/Commerce Drive Roundabout CMAQ
 SECTION: X
 AGENCY: Fairview Heights
 JOB NO.: 15189
 PTB NO.: X

TASK	MONTHS	Oct 2016	Nov 2016	Dec 2016	Jan 2017	Feb 2017	Mar 2017	Apr 2017	May 2017	Jun 2017	Jul 2017	Aug 2017	Sep 2017	Oct 2017	Nov 2017	Dec 2017	Jan 2018	Feb 2018	Mar 2018	Apr 2018	May 2018	Jun 2018	Jul 2018	Aug 2018	Sep 2018	Oct 2018	Nov 2018	Dec 2018	Jan 2019
FIELD SURVEYS	1						■																						
INTERSECTION DESIGN STUDY	1							■	■					■															
PROJECT DEVELOPMENT REPORT	1									■	■				■														
UTILITY & RAILROAD COORDINATION	0											■																	
DRAINAGE	0														■														
PRELIMINARY PLANS - ROAD	1									■																			
FINAL PLANS - ROAD	2															■	■												
RIGHT OF WAY	1															■	■	■											
ADMINISTRATION / MANAGEMENT	0						■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
QA/QC	0						■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■

ANTICIPATED AUTHORIZATION: *March 1, 2017*
 INTERSECTION DESIGN STUDY SUBMITTAL: *May 1, 2017*
 PROJECT DEVELOPMENT REPORT SUBMITTAL: *July 1, 2017*
 PRELIMINARY PLAN SUBMITAL TO DISTRICT: *December 1, 2017*
 FINAL PLAN SUBMITAL TO DISTRICT: *February 1, 2018*
 LETTING: *May 1, 2018*



COST ESTIMATE OF CONSULTANT SERVICES

(COST PLUS FIXED FEE - LOCAL AGENCY)

FIRM: OATES ASSOCIATES, INC.
 ROUTE: Market Place/Commerce Drive Roundabout CMAQ
 SECTION: X
 AGENCY: Fairview Heights
 JOB NO.: 15189
 PTB NO.: X

OVERHEAD RATE: 160.85%

COMPLEXITY FACTOR: 0.000

ITEM	PERSON HOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	IN-HOUSE DIRECT COSTS (D)	FIXED FEE (E)	OUTSIDE DIRECT COSTS (F)	SERVICES BY OTHERS (G)	TOTAL B+C+D+E+F+G	% OF GRAND TOTAL
1.0 FIELD SURVEYS	108	\$3,738.96	\$6,014.12		\$1,414.20			\$11,167.28	7.81%
2.0 INTERSECTION DESIGN STUDY	168	\$6,202.56	\$9,976.82		\$2,346.01			\$18,525.39	12.96%
3.0 PROJECT DEVELOPMENT REPORT	159	\$5,905.26	\$9,498.61		\$2,233.56			\$17,637.43	12.34%
4.0 UTILITY & RAILROAD COORDINATION	22	\$726.88	\$1,169.19		\$274.93			\$2,171.00	1.52%
10.0 DRAINAGE	38	\$1,601.32	\$2,575.72		\$605.67			\$4,782.71	3.35%
11.0 PRELIMINARY PLANS - ROAD	139	\$5,961.71	\$9,589.41		\$2,254.91			\$17,806.03	12.46%
12.0 FINAL PLANS - ROAD	299	\$12,997.53	\$20,906.53		\$4,916.09			\$38,820.15	27.16%
13.0 RIGHT OF WAY	118	\$6,072.28	\$9,767.26		\$2,296.73		\$10,800.00	\$28,936.27	20.24%
15.0 ADMINISTRATION / MANAGEMENT	20	\$1,032.80	\$1,661.26		\$390.64			\$3,084.70	2.16%
TOTALS:	1,071	\$44,239.30	\$71,158.92	\$0.00	\$16,732.74	\$0.00	\$10,800.00	\$142,930.96	100%

Memo

To: Elected Officials
From: John Harty-Director of Public Works 
CC: Directors
Date: October 3, 2016
Re: Public Services Committee Agenda Overview

Fairview Heights Food Pantry – Senior Center **(Agenda Item 1)**

The Fairview Heights Food Pantry has operated out of the old Fairview Heights Fire Department building on St. Clair Road for approximately the last ten years. The Fire Department is now interested in selling the building which has resulted in a need for the Food Pantry to relocate. Fairview Fire has requested that the building be vacated in November.

In an effort to continue to provide their services to the community, the Pantry has requested to utilize a portion of the Municipal Complex Senior Center, more particularly a portion of the kitchen (see sketch provided). The hours of operation are Monday through Friday from 9:00 AM to 11:00 AM with roughly two collection Saturdays throughout the year.

As far as customizing the Senior Center kitchen to accommodate the Pantry operations, a wall will need to be built on the west side of the space with electrical work to supply the six cooling/freezing units. Other than that, the space appears to be adequate. An Agreement covering term, insurance, responsibilities and such will be prepared to cover both parties.

City Hall North Wing Roof – Construction Contract **(Agenda Item 2)**

Bids were opened on Wednesday, September 28, for the replacement of the City Hall North Wing roof. Of the two bids provided, Martin Roofing of Lebanon, Illinois was low with a proposal for the improvements of \$51,824.00 for the roof replacement and a unit price of \$4.00/S.F. for any lumber or framework replacement. Martin Roofing has recently completed the Library

roof and is currently working on the main City Hall roof. I recommend contracting with Martin for the North Wing roof replacement.

St. Clair Avenue Sidewalk – Construction Contract

(Agenda Item 3)

Two bids were received and opened on Friday, September 30, for the St. Clair Avenue Sidewalks one from Korte & Luitjohan Contractors of Highland, Illinois for \$150,115.00 and the other from Hank's Excavating and Landscaping of Belleville for \$136,699.55. I strongly recommend proceeding with Hank's for the partially CDBG funded sidewalk project that connects the IL 157 shared use path and Third Street across from the Metro Link. The Capital Spending Plan item in the budget contains \$180,000.00 for this project.

Clearwave Right-of-Way Agreement

(Agenda Item 4)

Clearwave, a communication company, has recently been working in the St. Clair County right-of-way along Bunkum Road in an effort to connect Grant and Illini Schools with communication cables. To make the full connection Clearwave will need to place their infrastructure within City of Fairview Heights right-of-way in the vicinity of Old Lincoln Trail and as such the need for an Agreement is necessary.

Additionally, Clearwave needs to run cables within the Longacre and South Ruby corridor in order to facilitate communication at the City Garage facility.

The Right-of-Way Use Agreement will not only cover the two situations mentioned above, but all future installation needs and mirror agreements already in place for other utilities.

89th Street – Intergovernmental Agreement

(Agenda Item 5)

The Intergovernmental Agreement between the City of Fairview Heights and the Village of Caseyville has been approved by Caseyville's Village Board and returned to the City for Council approval.

Commerce Lane/Market Place CMAQ Engineering Contract

(Agenda Item 6)

The proposed intersection improvement project associated with Commerce Lane and Market Place and the potential Congestion Mitigation Air Quality federal grant was officially approved by the East-West Gateway Board in August. The CMAQ grant was awarded based on the engineering and construction of a roundabout at this intersection.

Attached is the Preliminary Engineering Services for Federal Participation which indicates an engineering contract proposal of \$142,930.96 for the

associated design work. Tasks included in the proposal consist of, but are not limited to, an Intersection Design Study and Project Development Report, both conditions of the grant, and field surveys, road and drainage design, and right-of-way acquisition preparation.

The CMAQ Grant assigns the cost sharing for the project as Local Agency at 20% and the Federal Government at 80%. The estimated breakdown for the roundabout installation is as follows:

SCOPE OF WORK	CITY	FED	TOTAL
Engineering	\$28,600.00	\$114,400.00	\$143,000.00
Construction	\$123,400.00	\$493,600.00	\$617,000.00
TOTAL	\$152,000.00	\$608,000.00	\$760,000.00

The City portion of the funding will be found within TIF 3, Lincoln Trail TIF.

Oates Associates, Inc. prepared the successful CMAQ Grant application for the intersection work and is currently working on Phase I of the Streetscape on Market Place between IL Rte 159 and DSW/Petco. I recommend entering into contract with them for the associated engineering services.

Public Works Director's Report - Project Updates
(Agenda Item 7)

Fox Creek Storm Water Improvements – The contractor, Haier Plumbing and Heating, Inc. has yet to return to finish the detention basin work. At the time of the meeting I will report on their schedule to finish the improvements.

Perrin Road Phase II – The storm sewer (3000 feet) part of this project should wrap up some time this week leaving road excavation, curb and gutter, driveway aprons and asphalt pavement remaining. Hanks's Excavating and Landscaping is still on pace for a mid-November completion date.

Kassing Avenue – The curb and gutter along Kassing was installed last week with driveway aprons currently being placed and forecasted to be complete by the end of this week. Asphalt pavement and cleanup work will remain subsequent to that making the end of October a reasonable completion time estimate.

Cypress R.O.W. Vacation – As nothing more has been heard from the residents in this vicinity there is nothing to report on this item.

Olinda Drive – Plans and specifications for this project (engineering) is being done in house. Preliminary field work along with a few of the base drawings have been completed with a few more weeks to finish the remaining drawings, specifications and bid documents.

This project is partially funded through St. Clair County CDBG.

Municipal Complex Improvements – The Library roof replacement was completed last week with Martin Roofing moving over to begin the main City Hall roof (the roof over the three-story section).

Tuckpointing of the North Wing continues in preparation of the new roof installation in November.