AGENDA
FINANCE COMMITTEE MEETING

City of Fairview Heights, IL
Municipal Complex – Conference Room A
Tuesday February 3rd, 2015 – 6:45 P.M.

CALL TO ORDER

1. PUBLIC COMMENTS

2. CONTRACT PROPOSAL
   • Engineering Services-Lincoln Trail Streetscape (Phase II)

ADJOURN
Scott Borrar

From: Mike Malloy  
Sent: Tuesday, January 27, 2015 4:47 PM  
To: Scott Borrar  
Cc: Jim Snider  
Subject: FW: Attached Image/$1900 grant application fee for Phase II of streetscape project  
Attachments: 0979_001.pdf

Scott,

Please find attached a contract for the above as prepared by Oates and Associates. As you are aware there is an urgency in having the contract approved so the grant can be in East/West Gateway's hands on or before February 19th. More specifically the application, if successfully funded, will pay for 75%($443,250) of the Phase II Total Project Cost of $591,000.

If possible I would like to see a Finance Committee meeting called on Feb. 3rd prior to the Council meeting to allow the Council to vote on the contract that same night.

Thanks

Mike

From: Land Use Copier  
Sent: Tuesday, January 27, 2015 5:26 PM  
To: Mike Malloy  
Subject: Attached Image
January 26, 2015

Mr. Mike Malloy, AICP
Economic Development Director
City of Fairview Heights
10025 Bunkum Road
Fairview Heights, IL 62208

Re: Lincoln Trail Streetscape Project
STP Application for Phase II Improvements

Dear Mr. Malloy,

We propose to render professional engineering services connected with preparing a Surface Transportation Program - Urban (STP-U) application for potential improvements along Marketplace from Commerce Lane to the entrance at the DSW Petco storefront, (hereinafter called the 'Project')

The proposed improvements will include new asphalt pavement, curb and gutter repairs, storm sewer repairs, and new sidewalks along the south side of the road. Additional work may include pavement patching and pavement marking for a "lane diet" (i.e., conversion of a four-lane street to a two-lane section with a two-way left-turn lane and bike lanes). If the project is selected for funding, a STP-U grant typically pays for 75% of the construction cost. To apply for a grant, our Basic Services will consist of performing a pavement condition assessment, estimating traffic impacts, showing the proposed improvements on exhibits, estimating the project cost, and completing a grant application for consideration by the East West Gateway Council of Governments. We will also furnish such Additional Services as you may request. These services are provided subject to the General Conditions shown on the attached Exhibit A.

You agree to pay us for our Basic Services and any authorized Additional Services at the hourly rates set forth on Exhibit A. Billings for Basic Services are estimated at $1,900.

This proposal and the attachments represent the entire understanding between you and Oates Associates, Inc. with respect to the Project and may only be modified in writing signed by both of us. If it satisfactorily sets forth your understanding of our agreement, please sign the enclosed copy of this letter in the space provided below and return it to us. This proposal will be open for acceptance until February 6, 2015, unless changed by us in writing.

Sincerely,

OATES ASSOCIATES, INC.

[Signature]
Travis Cassell PE
Project Manager

Accepted this day of __________, 2015

By
Title
EXHIBIT A
GENERAL CONDITIONS (continued)

TIMING OF STANDARDS
We endeavor to perform our services in accordance with standards, methods, and procedures currently and generally recognized as the best practices of the industry at large and individual employers. You understand that these situations and methods of time and cost control are different each employer and not the exclusive property of the Contractor. If the Project is not completed within the time stated in the contract or if the cost of the Project is not within the cost limit stated in the contract, the Contractor shall not be responsible therefor. Any disputes arising out of the performance of the Project shall be submitted to arbitration in accordance with the rules of the American Arbitration Association.

TERMINATION, SUSPENSION OR ABANDONMENT
You are responsible for any costs or expenses that may arise as a result of the termination of the Project. You shall be responsible for any costs or expenses that may arise as a result of the suspension of the Project. If the Project is abandoned, you shall be responsible for any costs or expenses that may arise as a result of the abandonment of the Project.

UNFORESEEN CONDITIONS
The Contractor shall have no responsibility for any costs or expenses that may arise as a result of unforeseen conditions, such as weather, material shortages, or other unforeseen circumstances.

DISPUTE RESOLUTION
Any dispute arising out of the performance of the Project shall be submitted to arbitration in accordance with the rules of the American Arbitration Association.

CONSTRUCTION MEANS AND METHODS
Performance of the Contractor's services shall be subject to the supervision and direction of the Contractor. The Contractor shall have the right to make any changes, modifications, or additions to the plans and specifications as may be necessary to complete the Project.

JOBSITE SAFETY
The Contractor shall have the right to require any person or entity to follow any safety rules or procedures that are necessary to ensure the safety of the Project.

HAZARDOUS MATERIALS
The Contractor shall have the right to require any person or entity to follow any safety rules or procedures that are necessary to ensure the safety of the Project.

You hereby authorize the Contractor to perform any necessary work as may be required to complete the Project in a safe and workable manner.

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EXHIBIT A
HOURLY RATE SCHEDULE

Principal Engineer: 200.00
Senior Professional II: 170.00
Senior Professional I: 150.00
Professional IV: 140.00
Professional III: 130.00
Professional II: 115.00
Professional I: 100.00
Junior Professional: 85.00
Technician III: 115.00
Technician II: 95.00
Technician I: 75.00
Technician Intern: 50.00

The above hourly rates are effective as of July 1, 2014 and are subject to adjustment annually.

GENERAL CONDITIONS

TERMS

When used below the term, we also refer to Gates Associates Inc. and its consultants, subcontractors, agents and employees. The term "you" and "your" refer to the person or entity to whom this proposal is addressed.

PAYMENT PROVISIONS

We will bill you monthly for services and work but will not charge for 30 days in advance of services not paid within 30 days after we receive your work. In addition, if a change of more than 1% per month will be billed at the time when services are not paid within 30 days, we will submit you for any direct costs we incur in providing services not requested.

Reimbursement costs are also included in our proposal. Direct costs may include subconsultants we contract to perform a portion of the project. Reimbursement costs will only be included if they are clearly identified as such in the proposal.

The above financial arrangements are on the basis of prompt payment of our bills and the regular and continuous progress of the project. You should expect to receive our services promptly after receipt of your work. In the event of any misunderstanding, we reserve the right to request any or all of the items in advance if you fail to settle accounts in a timely manner.

Since changes in the project may be required, we will notify you of any such changes. We will bill you for any additional costs incurred as a result of such changes.

GENERAL LIABILITY AND LIMITATION THEREOF

We agree to hold you harmless and to indemnify you against any liability or property damage arising directly out of our negligence or our negligence, so such liability and indemnity will be subject to the terms of the contract which is comprehensive general liability insurance. If at your request, we will provide certificates evidencing such coverage and, upon request, we will increase the limits of liability that may be required under such contract to be held by you.

LIMITATION OF LIABILITY

You recognize that our firm includes an allowance for handling a variety of risks when we propose to you by way of our services in the project. The amount of such allowance has been determined after due consideration has been given to the nature of the work and the probable hazards involved. We do not agree to be held liable in any event for any injury or damage, direct or consequential, arising out of our negligence or our omission. Our liability is limited to the amount of any award of liability or judgment which may be recovered against us for any matters submitted to us for services or advice.

THIRD PARTY CLAIMS

Nothing contained in this Agreement shall be construed as granting any right to you against any third party for any injury or damage, direct or consequential, arising out of our negligence or our omission.

OWNERSHIP AND USE

You agree that the work we perform for you shall be performed in accordance with the specifications and requirements of your project. You further agree that any work, drawings, or other materials shall be used by the proper authorities and shall not be sold, leased, or transferred to any other person or entity without our written consent. You agree that all rights, title, and interest in and to the work, drawings, or other materials shall remain with us.

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