AGENDA
OPERATIONS COMMITTEE MEETING
Wednesday, May 8, 2019 – 7:00 p.m.
Council Chambers
Fairview Heights City Hall
10025 Bunkum Road

Public Participation
Approval of Minutes

Public Services
Pat Baeske, Chairman

1. Materials/Services for Street Maintenance – Bid Results
2. Surplus Vehicle Auction – Bid Results
3. Market Place Streetscape, Phase II – Federal Funding Agreement
4. Lincoln Trail Sidewalks, Phase 4 and 5 – Design Contract, Horner and Shifrin
5. Director’s Report - Project Updates

Personnel
Denise Williams, Chairman
Committee Members in attendance – Pat Baeske, Frank Menn, Harry Zimmerman, Denise Williams

Committee Members absent – Roger Lowry

Other Aldermen and Elected Officials in attendance – Mayor Mark Kupsky, City Clerk Karen Kaufhold, Aldermen Pat Peck, Brenda Wagner, Ryan Vickers

Staff in attendance – Director of Public Works John Harty, Director of Finance Gina Rader, Police Chief Chris Locke, Police Captain John Proffitt, Human Resource Specialist Amanda Bushnell, and City Attorney Katherine Melzer

Recorder – Jill Huffman by Becky Thompson

Public Participation
None

Approval of Minutes, March 6, 2019

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

Personnel Committee
Alderman Denise Williams, Chairman

AFFIRMATIVE ACTION COMMITTEE

Alderman Wagner stated that the Affirmative Action Committee (AAC) was formed in 1994 and the last meeting was held in February, 2000. In 2012, there was one meeting scheduled, but without enough attendees to make the committee, and no future meetings were held. At that time, the City
did not have Human Resources. Since the AAC was formed in 1994, there have been many revisions with Affirmative Action and the City is out of compliance with legislation. The City is not legally required to have an AAC; the Equal Employment Opportunity Commission (EEOC) policy covers Affirmative Action which includes protected classes.

If the Council chooses to keep the AAC, it needs to be amended to make it compliant as it has not been compliant for years.

The City allows Affirmative Action to become part of Human Resources where it is currently covered. In the Personnel Code it states, “The policy is that the City of Fairview Heights is an equal employment opportunity employer dedicated to attracting a diverse applicant pool providing a harmonious workplace for all employees. In recognition of the essential rights of all employees and applicants, it is the policy of the City of Fairview Heights to adhere to the laws and rules of non-discrimination and to promote fair hiring, promoting and recruiting practices in all job classifications in order to achieve fairness in employment.” This is covering what the City was trying to achieve in 1994 for Affirmative Action. Alderman Wagner is looking for a way to streamline and seeking direction from the Council.

Alderman Peck stated she reviewed the Personnel Code and the Ordinance in place is outdated.

The Mayor stated in 1994, before EEOC was in place, there have been AAC chairmen, but no scheduled meetings since 2000. The Committee consists of three Mayor-appointed members and city employees. The Mayor stated that an employee, who was previously on the committee, stated that employees did not want to participate on the AAC.

The City has adopted EEOC policies which were not previously in place and designed to protect people of all classes. The City is required to have EEOC but not Affirmative Action. If the Council chooses, the HR Specialist would serve the role of Affirmative Action Officer. The Mayor stated that EEOC is a Federal mandate and the City is required to abide by its regulations. He stated an AAC is an advisory committee which recommends and assures the City is following guidelines.

Discussed that the Human Resource Specialist do some research on an AAC.

Alderman Wagner reached out to the protected class and no one was interested in getting involved. It was questioned if the Human Resource Specialist had anyone approach her regarding Affirmative Action to which she replied not in the last year and a half.

Alderman Wagner stated in order to form an AAC, certain selection requirements need to be met for membership on the committee.

Alderman Williams asked the Mayor what he recommends moving forward. The Mayor replied it’s the Council’s decision. He believes the City has policies in place to treat people fairly and equitable. The AAC was on the books before he became Mayor. The AAC has not met and the City has not had the need for the Committee. There are provisions that need to be met and to have an Affirmative Action Officer. He believes that the current policy is outdated.

It was questioned what the criteria is for becoming an Affirmative Action Officer and the separation of the Officer and Human Resource Specialist. The Human Resource Specialist stated that she facilitates the hiring process. The Mayor stated that having a non-elected official as the Officer eliminates the politics. If there is a complaint by an employee, they could file it directly with the EEOC who would then notify the City.
Alderman Wagner stated that if an employee would feel discriminated against, it would be presented to the AAC, which would have to assemble and there could be a delay. Without the Committee, the employee could discuss the issue immediately with the Affirmative Action Officer. The Human Resource Specialist stated that discrimination falls under EEOC not Affirmative Action which involves promoting, recruiting, and ascertaining the City has representation by minorities.

The Mayor stated that he, the Human Resource Specialist, and Alderman Williams, Chairman of the Personnel Committee, will rewrite the policy in the Personnel Code and will present to the Personnel Committee. Committee concurred to proceed.

Public Services Committee  
Alderman Pat Baeske, Chairman

MATERIALS/SERVICES FOR STREET MAINTENANCE

The Public Works Department opened bids for materials and services to maintain the City's streets. The Director was not satisfied with the oil and concrete bids and recommends rebidding those two items, and accepting the asphalt and trucking services bids.

Motion and second to forward a Resolution to City Council with recommendation of approval of proposals from Petroff Trucking for tandem trucking at $82.00 per hour, Shafer Excavating for trailer dump trucking at $93.00 per hour, Christ Brothers Asphalt for HMA “C” Mix at $65.00 per ton, and Christ Brothers Asphalt for cold patch at $80.00 per ton. Discussion: It was questioned about Item No. 2, Seal Coat Aggregate show on the Bid Tabulation. The Director stated he would also like to recommend approval of the seal coat aggregate (slag chips) associated with the oil and chip process from Beelman Logistics. The motion was amended to include the recommendation of approval of proposal from Beelman Logistics for seal coat aggregate at $21.65 per ton by Aldermen Williams/Menn. The motion carried by voice vote and was unanimous.

SURPLUS VEHICLE AUCTION

The Public Works Director stated that the City currently owns five vehicles that are no longer useful to daily operations. The Department will advertise for a sealed auction-type bid and present the results to Committee.

PLEASANT RIDGE ROAD – BID SOLICITATION

The Public Works Director relayed that an advertisement for bid will be issued for reconstruction of Pleasant Ridge Road. Bids results will be relayed to Committee at the June meeting.

DIRECTOR’S REPORT – PROJECT UPDATES

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

Questioned the status of 89th Street and if the City will be providing more money to the Village of Caseyville for the project. The Public Works Director replied that the City has an intergovernmental agreement with the Village of Caseyville who is the lead on the project. The City has provided to the Village the money we intended to provide them. Poor soil and field conditions have been encountered. The project is on hold until the spring rains are finished.
The Director stated the north entrance to City Hall should look significantly better in approximately two weeks.

The Director relayed that last week, as he was preparing to have the contractor proceed with the Susan Court asphalt overlay project, he was informed that Caseyville Township Sewer District intends to replace the sewer along the road. In the same vicinity, at nearly the same cost, and in the same amount of disrepair, Meckfessel Drive will be milled and overlaid with asphalt to where it meets with Dogwood which was overlaid last year. It was questioned about Club and Pearson road reconstruction to which the Director replied that these streets reside on the Capital Improvements Plan Priority List and they will be converted from an oil and chip surface and ditch and culvert system to storm sewer, curb and gutter and asphalt road surface.

Adjournment 8:12 p.m.

Submitted By:

__________________________
Recorder
This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA, approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

Location

Local Name: Market Place and Commerce Drive Intersection
Route: FAU 9326
Length: 0.10 Mi.
Termini: Intersection of Market Place and Commerce Drive

Current Jurisdiction: City of Fairview Heights
TIP Number: 6781-17
Existing Structure No: N/A

Project Description

Right-of-way acquisition associated with the proposed project.

Division of Cost

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<th>Type of Work</th>
<th>CMAQ</th>
<th>%</th>
<th>LPA</th>
<th>%</th>
<th>Total</th>
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<tr>
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<td>(    )</td>
<td>(   )</td>
<td>(   )</td>
<td>(   )</td>
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<td>(    )</td>
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<tr>
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<tr>
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<td>*</td>
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<td>(    )</td>
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</tr>
</tbody>
</table>

TOTAL:

$32,000

$65,148

$97,148

* 80% CMAQ Funds Not To Exceed $32,000.

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement. If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Public Agency Appropriation

By execution of this Agreement, the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (required for State-let contracts only)

Method of Financing (State Contract Work Only)

METHOD A—Lump Sum (80% of LPA Obligation) ________________
METHOD B—________________ Monthly Payments of ________________ due by the ________________ of each successive month.
METHOD C—LPA's Share ________________ divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)
Agreement Provisions

THE LPA AGREES:

(1) To acquire in its name, or in the name of the STATE if on the STATE highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the LPA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LPA, and the STATE and the FHWA, if required.

(2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.

(3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.

(4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.

(5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and the FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.

(6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.

(7) To maintain, for a minimum of 3 years after final project close-out by the STATE, 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 department; and the LPA agrees to cooperate fully with any audit conducted 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.

(8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.

(9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.

(10) (State Contracts Only) That the method of payment designated on page one will be as follows:

    Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA’s estimated obligation incurred under this Agreement. The LPA will pay to the STATE the remainder of the LPA’s obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

    Method B - Monthly Payments. Upon award of the contract for this improvement, the LPA will pay to the STATE, a specified amount each month for an estimated period of months, or until 80% of the LPA’s estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LPA’s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

    Method C - Progress Payments. Upon receipt of the contractor’s first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA’s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the STATE to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the STATE to LPA on this or any other contract. The STATE, at its sole option, upon notice to the LPA, may place the debt into the Illinois Comptroller’s Offset System (15 ILCS 405/10.05) or take such other and further action as my be required to recover the debt.

(11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.

(12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the LPA will repay the STATE any Federal funds received under the terms of this Agreement.

(13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the LPA will repay the STATE any Federal Funds received under the terms of this Agreement.
(14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval be the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.

Plains and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT’s District Bureau of Operations.

The LPA is responsible for the payment of the railroad related expenses in accordance with the LPA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.

Engineer’s Payment Estimates shall be in accordance with the Division of Cost on page one.

(15) And certifies to the best of its knowledge and belief its officials:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

(b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and

(d) have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.

(16) To include the certifications, listed in Item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.

(17) (State Contracts) That execution of this agreement constitutes the LPA’s concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.

(18) That for agreements exceeding $100,000 in federal funds, execution of this Agreement constitutes the LPA’s certification that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;

(c) The LPA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(19) To regulate parking and traffic in accordance with the approved project report.

(20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.

(21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.

(22) To complete this phase of the project within three (3) years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed $1,000,000 (five years if the project costs exceed $1,000,000).

(23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.

To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the STATE within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.

(24) The LPA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.
The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

(25) The LPA shall provide the final report to the appropriate STATE district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.

(26) (Single Audit Requirements) That if the LPA expends $750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. LPAs expending less than $750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the LPA’s fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for constructon activities on projects let and awarded by the STATE (denoted by an “X” in the State Contract field at the top of page 1) are not included in a LPA’s calculation of federal funds expended by the LPA for Single Audit purposes.

(27) That the LPA is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government’s trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: https://www.sam.gov/portal/public/SAM/#1.

The LPA is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: http://fedgov.dnb.com/webform.

THE STATE AGREES:

(1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LPA’s certification of compliance with Titles II and III requirements.

(2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.

(3) (Day Labor) To authorize the LPA to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the LPA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer’s Payment Estimates in accordance with the Division of Cost on page one.

(4) (Local Contracts) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
(a) To reimburse the LPA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LPA;
(b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

(1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.

(2) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.

(3) This Agreement shall be binding upon the parties, their successors and assigns.

(4) For contracts awarded by the LPA, the LPA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LPA’s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the STATE 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 (31 U.S.C. 3801 et seq.). In the absence of a USDOT–approved LPA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.

(5) In cases where the STATE is reimbursing the LPA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.

(6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 - Location Map, Number 2 - GATA Reporting

(In Insert Addendum numbers and titles as applicable)

The LPA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Mark T. Kupsky

Name of Official (Print or Type Name)

Mayor

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature) Date

The above signature certifies the agency's TIN number is 37-0918589 conducting business as a Governmental Entity.

DUNS Number 020374427

APPROVED

State of Illinois
Department of Transportation

Randall S. Blankenhorn, Secretary of Transportation Date

By:

Erin Aleman, Director of Planning & Programming Date

Erin Aleman, Director of Planning & Programming Date

Philip C. Kaufmann, Chief Counsel Date

Jeff Heck, Chief Fiscal Officer (CFO) Date

NOTE: If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.
Proposed Project Location

City of Fairview Heights
Sec. 16-00042-01-PV
Addendum 1 – Location Map
Addendum No. 2

Grant Accountability and Transparency Act (GATA)

Required Uniform Reporting

The Grant Accountability and Transparency Act (30 ILCS 708), requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the “Resources” tab.

Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

PLEASE NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), “Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports” if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx )
John Harty

From: Schaller, Jon A <Jon.Schaller@illinois.gov>
Sent: Tuesday, April 9, 2019 9:14 AM
To: John Harty
Cc: Brian Heil
Subject: City of Fairview Heights, Section 16-00042-01-PV, ROW Acquisition Using Federal Funds, R-98-022-19
Attachments: BLR 05310 R-98-022-19 DRAFT with Addenda.pdf
Importance: High

John,

Attached is the draft joint agreement needed for the federal participation in the ROW acquisition costs on the subject project. Please review and let me know if you have any comments. Please note, the estimated ROW costs total $97,148 while the federal participation is $32,000 per your application.

If the agreement is acceptable, please take the necessary steps to have the agreement executed. When executed, I will need four (4) copies of the agreement with original signatures.

Let me know if you have any questions.

Jon A. Schaller, P.E.
Local Roads Engineer
Illinois Department of Transportation
Region Five / District 8
1102 Eastport Plaza Drive
Collinsville, IL 62234
(618) 346-3330 (voice)
(618) 346-3341 (fax)
Email: Jon.Schaller@illinois.gov

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AGREEMENT
BETWEEN CLIENT AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____________, 2019 ("Effective Date") between City of Fairview Heights ("Client") and Horner & Shifrin, Inc. ("Engineer").

Client’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows: Lincoln Trail Sidewalk Reconstruction – Phases IV and V ("Project").

Engineer’s services under this Agreement are generally identified in Appendix 2, Engineer’s Scope of Services.

Client and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Client, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").

B. Engineer shall complete its Services within the following specific time period: Engineer will complete project within a commercially reasonable time.

C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s Services is impaired, or Engineer’s Services are delayed or suspended, then the time for completion of Engineer’s Services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

2.01 Payment Procedures

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

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

A. Client shall pay Engineer for Services as follows:

1. A Lump Sum amount of $59,750.

2. In addition to the Lump Sum amount, reimbursement for expenses will be as specified in Appendix 1.

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

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

3.01 Termination

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

1. For cause,
   a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
   b. By Engineer:
      1) upon seven days written notice if Client demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
      2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.1.
   c. Engineer shall have no liability to Client on account of a termination for cause by Engineer.
   d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Client effective upon Engineer's receipt of written notice from Client.
B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Client and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer’s consultants’ charges, if any.

4.01 Successors, Assigns, and Beneficiaries

A. Client and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Client and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Client and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Client nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Engineer and not for the benefit of any other party.

5.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor’s work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor’s furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor’s failure to furnish and perform its work.
D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Client requires greater assurance as to probable construction cost, then Client agrees to obtain an independent cost estimate.

E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.

F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:

1. Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;

2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;

3. Client shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and

4. such limited license to Client shall not create any rights in third parties.

G. Client and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

H. To the fullest extent permitted by law, Client and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Client under this Agreement shall be limited to $100,000 or the total amount of compensation received by Engineer, whichever is less.

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I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

J. Client and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be arbitrated. If arbitration is unsuccessful, then the parties may exercise their rights at law.

K. This Agreement is to be governed by the law of the state of Illinois.

L. Engineer’s Services and Additional Services do not include: (1) serving as a “municipal advisor” for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Client, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 Total Agreement

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

Definitions

B. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Client’s work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

C. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
Attachments:

D. Appendix 1, Engineer's Standard Rates and Reimbursable Expenses

E. Appendix 2, Engineer’s Scope of Services
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Client: City of Fairview Heights

By: ________________________________
Print name: ________________________
Title: ______________________________
Date Signed: ________________________

Address for Client’s receipt of notices:
10025 Bunkum Road
Fairview Heights, IL 62208

Engineer: Horner & Shifrin, Inc.

By: Bradley E. Riechmann
Print name: ________________________
Title: Associate Vice-President
Date Signed: ________________________

Address for Engineer’s receipt of notices:
604 Pierce Blvd., Ste. 300
O’Fallon, IL 62269

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A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 attachment and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

B. Schedule of Hourly Rates and Reimbursable Expenses: See attached.
# Hourly Billing Rates by Classification

**Effective: 1/3/19**

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<td>Tolls / Cabs / Mass Transit</td>
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<tr>
<td>Traffic Control &amp; Protection</td>
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Engineer’s Scope of Services

- Phase IV limits:
  - SW corner of Lincoln Trail @ Union Hill west to SE Corner of Lincoln Trail @ Old Lincoln Trail
- Phase V limits:
  - SW corner of Lincoln Trail @ Old Lincoln Trail to SE Corner of Lincoln Trail @ Bunkum Road.
- Topographic and ROW survey of south side of Lincoln Trail from Union Hill Road to Bunkum Road. One survey will be used for both phases of project.
  - NAD83, NAVD88, Geoid12a, IL West State Plane Coordinate System to be used
  - IDOT CAD standards in Microstation
  - Top and flowline of drainage structures will be included.
  - Only visible and surface utilities as marked will be located.
  - Trees in wooded areas to located by outline of wooded areas.
  - Trees 6” outside wooded areas shall be located to nearest foot.
  - Traffic control fees (if additional required) is not included.
- 1 Site Visit per phase to verify conditions and validate design; 1 person each visit; 2 hours per visit.
- 1 Meeting per phase to coordinate design and review status of project; 1 person each meeting; 2 hours each meeting; documentation processing (meeting minutes) 1 hour each meeting.
- Existing 4’ sidewalks to be removed and replaced with 5’ PROWAG/ADA compliant sidewalks and ramps where practical.
  - Phase IV: 30 ramp corners to be designed; 11 entrances to be verified/redesigned for PROWAG/ADA compliance where practical. Combination curb & gutter will be replaced only at street corner locations.
  - Phase V: 12 ramp corners to be designed; 5 entrances to be verified/redesigned for PROWAG/ADA compliance where practical. Combination curb & gutter will be replaced only at street corner locations.
- If entrances are determined PROWAG/ADA compliant, no redesign warranted.
- Redesigned entrances will be detailed with ramp corners; proposed entrance profile will be added to details. Combination curb & gutter will be replaced only at these locations.
- 3 bus stops are within project limits (Ph IV:1; Ph V:2)
  - Bus shelter pad locations (if desired) to be verified by Client with Metro;
- Pedestrian signals at North Point Road (Phase IV) anticipated to be relocated; median reconstructed. Electrical details to be created. New striping to be placed.
• Pedestrian push button may be required to be relocated at SW corner of Bunkum Road. Existing combination signal post and mastarms to remain in place.

• Temporary Construction Easements are not included in the Lump Sum estimate. In the event exhibits are to be created, they will be so charged in an addendum at a rate of $350 per exhibit.

• Preparation of Plans, Specifications, and Estimates for the construction of two separate construction packages.

• Coordination with IDOT Operations to achieve approval of Access Permit
  o 2 full size plan sets of preliminary plan sheets to be delivered

• Preliminary Plan Submittal concurrently to IDOT Operations and to Client
  o 2 half size plan sets delivered to Client

• Pre-Final Plans, Specifications, and Estimates to Client
  o Estimate 35-40 quantities to calculate for each phase
  o 2 half size plan sets delivered to Client

• Final Plans, Specifications, and Estimates to Client
  o 2 half size plan sets delivered to Client
  o Client to provide Project Labor Agreement to be inserted into Specifications

• Items not included in this scope, but may be negotiated further if needed, are:
  o Any further traffic signal redesign than previously described in this scope
  o Stormwater inlet relocation/redesign (existing inlets to remain in place)
  o Environmental Coordination / Clearances
  o Construction Layout
  o Construction Inspection/Observation
Memo

To: Elected Officials  
From: John Harty-Director of Public Works  
CC: Directors  
Date: May 6, 2019  
Re: Public Works Committee Agenda Overview

Materials/Services for Street Maintenance  
(Agenda Item 1)
On March 27, the Department received and opened bids associated with materials and services used to maintain the streets throughout the City. Please see the attached bid results. A recommendation will be made to accept the asphalt, slag chips and trucking items at the meeting. The Department is interested in re-bidding the HFE-150 (road oil) and concrete items.

The results from the bid opening scheduled for May 8 at 2:00 p.m. will be reported as well as a recommendation for an HFE-150 road oil and concrete supplier at the Committee meeting.

Surplus Vehicle Auction  
(Agenda Item 2)
The City currently has in its possession five vehicles, three from our fleet and two from the asset forfeiture, that the Department is interested in retiring by auction. The vehicles are listed below:

<table>
<thead>
<tr>
<th>VEHICLE</th>
<th>MILEAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2009 Ford Crown Victoria</td>
<td>141,000</td>
</tr>
<tr>
<td>2011 Ford Crown Victoria</td>
<td>115,000</td>
</tr>
<tr>
<td>2013 Chevrolet Tahoe</td>
<td>128,000</td>
</tr>
<tr>
<td>2003 GMC Yukon</td>
<td>129,000</td>
</tr>
<tr>
<td>2003 Mini Cooper</td>
<td>135,000</td>
</tr>
</tbody>
</table>
The sealed bid results for the surplus vehicles and successful bidder information will be reported at the Committee meeting.

The last two vehicles listed on the prior page are Police Department forfeitures and as such were requested by the PD to be auctioned or traded in for other vehicles. There will be no bid results associated with the 2003 GMC Yukon and the 2003 Mini Cooper.

**Market Place Streetscape, Phase II – Federal Funding Agreement**  
*(Agenda Item 3)*

Attached to the Overview is the Local Public Agency Agreement for Federal Participation associated with the right-of-way acquisition needs specific to Phase II of the Streetscape. The estimate of right-of-way costs has been determined to be $97,148.00 with the Federal funding assistance of $32,000.00. The City’s responsibility listed in the Agreement is to be $65,148.00 which resides in the TIF III budget with $150,000.00 allocated. There should be a substantial TIF budget savings should property acquisition occur as estimated.

**Lincoln Trail Sidewalks, Phase 4 and 5 – Design Contract, Horner and Shifrin**  
*(Agenda Item 4)*

Horner and Shifrin has submitted a proposal for the engineering design work associated with Phases 4 and 5 of the Lincoln Trail Sidewalk that is lump sum and totals $59,750.00. I strongly recommend entering into contract with Horner and Shifrin for the sidewalk design as their prior work has been more than satisfactory and the proposal figure represents fair and reasonable compensation. The current phasing is as follows:

- Phase 4: Union Hill Road to Old Lincoln Trail
- Phase 5: Old Lincoln Trail to Bunkum Road

Subsequent construction will occur in one phase at a time.

**Director’s Report - Project Updates**  
*(Agenda Item 5)*

**Hollandia Storm and Sanitary Sewer Improvements**-The Department is still working with a couple of the property owners in the immediate vicinity of the project in an effort to secure easement for the improvements. Progress has been made in regards to the easement acquisition and I anticipate construction to begin in mid-June.
Wilshire Drive—At this time all of the concrete work between Clark Drive and the end of Wilshire Drive and on Berkley Court has been completed. Despite the wet weather conditions Hank’s Excavating has made significant progress on this project. The improvements should be substantially complete by mid-June.

89th Street—The soil and slope conditions have taken another turn for the worse on this project. Conditions have dictated that there be another design associated with the retaining wall leaving the improvements to 89th Street in yet another holding pattern. Additionally, the geotechnical engineer has suggested that no activity is to occur on the slopes until after the rains of spring have stopped. NOTHING NEW TO REPORT.

Frank Scott Parkway Widening—The widening of Frank Scott Parkway is set to resume in a couple of weeks. There is one more utility conflict to resolve, which should be completed soon, in order for the work to resume.

City Hall North Entrance – The majority of the entrance upgrades have been completed at this time with the remaining major item to be completed being the new handrail. Much like the front entrance a number of years ago, the handrail could not be fabricated until the concrete ramp and sidewalk was in place to ensure accurate measurements. With good weather, the project should be complete in approximately two to three weeks.

Asphalt Overlay – The mill and overlay project took place between April 24 and April 26 on Meckfessel Drive. All went well with the exception of the new prime coat material which tracked down St. Clair Avenue. My intent is to find a prime product that that provides less of a mess when used in the asphalt surfacing process.
MOTIONS

Agenda Item 1
Move to send to City Council with the recommendation of approval the proposals from:

_________________________ for a HFE-150 oil at $_______/gal

_________________________ for PC Concrete at $_______/cubic yard

Agenda Item 2
Move to send to City Council with the recommendation of approval the sale of the following:

2009 Ford Crown Victoria to __________________ for $________________

2011 Ford Crown Victoria to __________________ for $________________

2013 Chevrolet Tahoe to __________________ for $________________

Agenda Item 3
Move to send to City Council with the recommendation of approval the Local Public Agency Agreement for Federal Participation for the purchase of right-of-way associated with the Market Place Streetscape, Phase II.

Agenda Item 4
Move to send to City Council with the recommendation of approval the engineering design contract for $59,750.00 with Horner and Shifrin, Inc. for the Lincoln Trail Sidewalks, Phases 4 and 5.