

RESOLUTION NO. 05-00

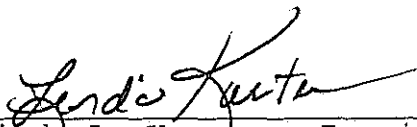
A RESOLUTION AUTHORIZING SIGNATURE OF A PRLIMINARY ENGINEERING SERVICES AGREEMENT BETWEEN THE VILLAGE AND GREENE & BRADFORD FOR PLUMMER BOULEVARD AND GORDON DRIVE

WHEREAS, the Village has entered into an agreement with the Illinois Department of Transportation for construction projects on Plummer Boulevard at Gordon Drive; and Plummer Boulevard and Peachtree Drive for street and signal construction; and

THEREFORE, BE IT RESOLVED that the President and Board of Trustees of the Village of Chatham, Sangamon County, Illinois as follows:

SECTION 1. the Preliminary Engineering Agreement attached hereto, marked as exhibit "A", is hereby approved and the appropriate officers are hereby authorized to execute said agreement.


SECTION 2. This Resolution is effective upon passage and approval as provided by law.


Linda L. Koester, President
Village of Chatham

ATTEST: 
Robert A. Krueger, Clerk

YEAS: 6
NAYS: 0
ABSENT: 0

PASSED: 1-25-00
APPROVED: 1-25-00

Municipality CHATHAM	L O C A L A G E N C Y	EXHIBIT A  Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name GREENE & BRADFORD, INC.
Township				Address 3501 Constitution Drive
County SANGAMON				City Springfield
Section 99-00023-02-TL				State Illinois

THIS AGREEMENT is made and entered into this ___ day of _____, 19___ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name Plummer Blvd. Route N/A Length 0.5 Mi. (Structure No. NONE)

Termini Gordon Drive and West Property Line of Proposed High School

Description: Plans and Specifications for Plummer Blvd. including the intersection with Gordon Drive.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvement hereinbefore described, and checked below:
 - a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
 - b. Make stream and flood plans hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof any may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
 - f. Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals, and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.

Note: Four copies to be submitted to District Engineer.

- h. () Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
 - i. (X) Assist the LA in the tabulation and interpretation of the contractor's proposals.
 - j. () Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT'S Bureau of Local Roads & Streets.
 - k. () Prepare the Project Development Report when required by the DEPARTMENT.
2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER, pursuant to this AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
 3. To attend conferences at any reasonable time when requested to do so by representatives of the LA or the DEPARTMENT.
 4. In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
 5. That basis survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
 6. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1d, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
 - a. () A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
 - b. () A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule of Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	
Under \$50,000	_____	(see note)
.....	_____	%
.....	_____	%
.....	_____	%
.....	_____	%
.....	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

- c. (X) A Lump Sum amount of \$55,000.00.
2. To pay for services other than those stipulated in paragraphs 1a, 1d, 1g, & 1i of the ENGINEER AGREES at actual cost of performing such work plus 161 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraph 1d. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 100 percent of the total fee due under this AGREEMENT.

By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 136 percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 136 percent to cover profit, overhead and readiness to serve "actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

Village of Chatham of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By *Ronald A. Krueger*
Village Clerk

By *Linda Kauter*
Title: Village President

(SEAL)

Executed by the ENGINEER:

Greene & Bradford, Inc.
3501 Constitution Drive
Springfield, IL 62707

ATTEST:

By *Jay Jesson*
Title: Project Manager

By *[Signature]*
Title: President

PLUMMER BOULEVARD
INFRASTRUCTURE SCOPE OF WORK
ALIGNMENT ALONG SCHOOL PROPERTY
G&B # 99347
January 13, 2000

TERMINI - Gordon to School West Property Line - 2700'

Plummer Temporary Road 24' wide @ 50/ft	\$135,000
grading, lime, storm sewer (minimal)	
rock base	
oil & chip (Village)	
 Total Costs to complete paving, signals & widening @ Gordon (see attached breakdown Exhibit A)	 <u>\$725,000</u>
Total	\$860,000
 TOTAL CONSTRUCTION ESTIMATE	 \$860,000
Two Intersection Design Studies	\$ 5,000
Engineering (Design @ 6%)	\$ 50,000
Construction: Stakeout & Inspection @ 6%	<u>\$ 50,000</u>
Project	\$965,000
 Available Grants - (IDOT through Illinois First)	 (\$400,000)
County	(\$ 0)
Sgro	<u>(\$100,000)</u>
Net shortfall	\$465,000
 REQUEST FOR ILLINOIS FIRST	 use \$500,000

EXHIBIT A

PLUMMER BOULEVARD
DETAILED COSTS BREAKDOWN
G&B # 99347
October 18, 1999

TERMINI - Gordon to School West Property Line - 2700'

1.	Traffic Signals at Gordon Left & Right Turn Lanes	\$200,000.00
2.	Peachtree Signals @ Plummer	\$100,000.00
3.	Plummer Boulevard Paving @ 160/ft ± Storm Sewer Grading / Lime Curb Gutter Paving 2 - 5' sidewalks Striping	<u>\$425,000.00</u>
	CONSTRUCTION TOTAL	\$725,000.00

STATE OF ILLINOIS)
COUNTY OF SANGAMON)

I hereby certify that the foregoing is a true and perfect copy of a Resolution adopted by the Board of Trustees on the 25th day of January, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the 25th day of January, 2000.

Robert A. Krueger, Village Clerk