

RESOLUTION NO. 14-02

**A RESOLUTION FOR MAINTENANCE OF STREETS AND HIGHWAYS
BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE
(MFT PROGRAM FOR FY 2003)**

BE IT RESOLVED by the President and Board of Trustees of the Village of Chatham, Sangamon County, Illinois that the following described streets be improved under the Illinois Highway Code

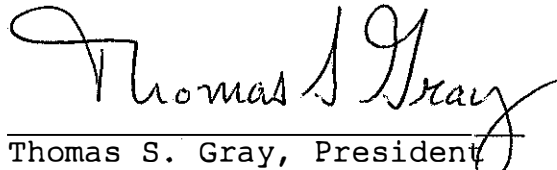
Section 1: The proposed improvement shall consist of patching, milling, bituminous concrete overlays & stripping on various streets in the Village of Chatham and shall be constructed at variable widths and be designated as Section 02-00026-00-RS

Section 2: That the President and Board of Trustees hereby appropriate the sum of \$220,000 of Motor Fuel Tax funds for the improvement of said section and the work shall be done by contract.


Section 3: That the appropriate officials be and are hereby directed to sign the necessary Illinois Department of Transportation forms and the Clerk is hereby directed to cause two certified copies of said forms to be returned to the district office of the Department of Transportation.

Section 4: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

Passed this 9th day of April, 2002; by a vote of 6 yea, 0 nay, 0 absent at a Regular meeting of the Board of Trustees


Thomas S. Gray, President
Village of Chatham

ATTEST:

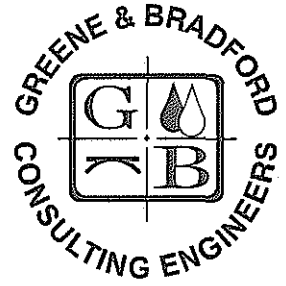

Pat Schad, Clerk

Corporate Seal



GREENE & BRADFORD, INC.

3501 Constitution Drive
Springfield, Illinois 62707
(217) 793-8844
(217) 793-6227 Fax
www.greeneandbradford.com



April 2, 2002

Mr. Patrick Schad, Clerk
Village of Chatham
116 E. Mulberry
Chatham, IL 62629

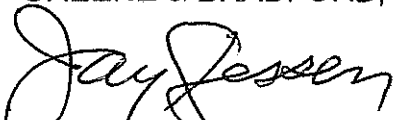
RE: 2002 MFT
Village of Chatham
02-0026-00-RS
G&B# 02024.01

Dear Mr. Schad:

Attached are four (4) copies of BLR 4201, BLR 4103 and BLR 4303. If the Village concurs with the program, sign all copies and return three (3) copies to this office for further processing.

If you have any questions, please call me at your convenience.

Respectfully,
GREENE & BRADFORD, INC.


Jay Jessen, P.E.

Enclosures

cc: Meredith Branham
file #02024

FG/sf

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Municipality CHATHAM	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary/Construction 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				City SPRINGFIELD
Section 02-00026-00-RS				State IL

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 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 _____ Route various Length _____ KM(1.64 Miles)(Structure No. _____)

Termini _____

Description

Patching, milling and resurfacing and re-striping various streets in Chatham.

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 herein before described, and checked below:
 - a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
 - b. Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.
 - c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. Prepare Army Corps of Engineers Permit, 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.

Note Four copies to be submitted to the District Engineer

- g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
- h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
- i. Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.
- j. Furnish or cause to be furnished:
- (1) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.
 - (2) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.
 - (3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
 - (4) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
 - (5) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.
- k. Furnish or cause to be furnished
- (1) A resident engineer, inspectors and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
 - a. Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
 - b. Establishment and setting of lines and grades.
 - c. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.
 - e. Revision of contract drawings to reflect as built conditions.
 - f. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and 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 the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.
 3. To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT.
 4. In the event plans, surveys or construction staking are found to be in error during the construction of the SECTION and revisions of the plans or survey or construction staking 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. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
 6. To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.

7. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.
8. To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.

The LA Agrees,

1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 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 10 percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
- b. A sum of money equal to the percentage of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

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

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

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j and 1k of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, 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 paragraphs 1b, 1c, 1d, 1e, 1f, 1j and 1k of THE ENGINEER AGREES. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

Grade Classification of Employee	Hourly Rate
Principal Engineer	_____
Resident Engineer	_____
Chief of Party	_____
Instrument Man	_____
Rodmen	_____
Inspectors	_____
_____	_____
_____	_____
_____	_____
_____	_____

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed hands and seals and shall remain in effect until _____. In event the services of the ENGINEER extend beyond _____ the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee based on the above fee schedule and the approved estimate of cost.
 - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee (excluding any fees paragraphs 1j and 1k of the ENGINEER AGREES), based on the above fee schedule and the awarded contract cost, less any previous payment.
 - c. Upon completion of the construction of the improvement, 90 percent of the fee due for services stipulated in paragraphs 1j and 1k.
 - d. Upon completion of all final reports required by the LA and the DEPARTMENT and acceptance of the improvement by the DEPARTMENT, 100 percent of the total fees due under this AGREEMENT, less any amounts previously paid.

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 improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, 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 material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
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 4 above. 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.
6. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit - "actual cost" being defined as in paragraph 4 above.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning the 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 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 the 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 offices.

Executed by the LA:

_____ Village of Chatham _____ of the
(Municipality/Township/County)
State of Illinois, acting by and through its

ATTEST:

By *Patschal*
Village Clerk

President and Board of Trustees
By *Thomas A Gray*
Title: *Village President*

(Seal)



Executed by the ENGINEER

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

ATTEST:

By *Jay Jessen*
Title: Jay Jessen, Senior Engineer

Joseph L. Greene
Title: Joseph L. Greene, P.E., Chief Executive Officer



Illinois Department of Transportation

Resolution for Improvement by Municipality Under the Illinois Highway Code

Construction

BE IT RESOLVED, by the President and Board of Trustees of the Council or President and Board of Trustees of the Village of Chatham Illinois

that the following described street(s) be improved under the Illinois Highway Code:

Table with 4 columns: Name of Thoroughfare, Route, From, To

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of Patching, milling, bituminous concrete overlays & striping on various streets in the Village of Chatham

and shall be constructed variable wide

and be designated as Section 02-00026-00-RS

2. That there is hereby appropriated the (additional Yes No) sum of Two hundred twenty two thousand Dollars (\$220,000.00) for the improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract Specify Contract or Day Labor ; and,

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

APPROVED

Date

Department of Transportation

District Engineer

I, Pat Schaal Clerk in and for the Village of Chatham Sangamon County, hereby certify the

foregoing to be a true, perfect and complete copy of a resolution adopted by the President and Board of Trustees

at a meeting on 09 April, 2002

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this

09 day of APRIL, 2002



Clerk City, Town or Village

VILLAGE OF CHATHAM 2002 MFT OVERLAY PROGRAM

MILL & PAVE

1. Park Avenue North of Cypress Drive (30 L.F. Mill only)
2. Teal Drive From Chukar Drive Easterly 200 feet.
3. Ash Street from Williams Lane to Main Street. (460 L.F.)
4. Downing Drive from West Walnut Street to Oxford Drive. (175 L.F.)
5. East Walnut Street from approximately 700 feet West of Breckenridge Road to approximately 1550 feet East of Breckenridge Road. (2250 L.F.)
6. Gordon Drive from Mau Drive Northerly approximately 550 feet. (3 patches)
7. Bitter Root Drive from Greentrail Drive to Honeysuckle Drive and Honeysuckle Drive from Bitter Root Drive to Bristol Road. (175 L.F.)
8. Aspen Drive South of Spruce Street (patch)
9. Winter Park Drive South of Spruce Street.(patch)
10. Alley South of West Walnut Street from Market Street to Ill. Rte. 4.(300 L.F.)
11. Gordon Drive near Willow Glen.(80 L.F.)
12. Tanglewood Drive Cul-de-Sac.(15 L.F. patch)

MILL EDGE & RESURFACE

1. Richmond Drive from Savannah Road to Georgia Drive.(500 L.F.)
2. Georgia Drive from Richmond Drive Northerly approximately 200 feet.
3. Woodland Road from South of Cypress Drive to South of Hackberry Road.(1200 L.F.)
4. Magnolia Drive from Woodland Road to Park Avenue.(900 L.F.)
5. Hackberry Road from Woodland Road to Park Avenue.(1050 L.F.)
6. Carefree Drive from Meander Pike to Leisure Lane.(475 L.F.)
7. Leisure Lane from Carefree Drive Easterly approximately 575 feet.
8. Mulberry Street from State Street to Ill. Rte. 4.(265 L.F.)

RESTRIPING

1. Independence Boulevard from Ill. Rte. 4 to Ptarmigan Drive.
2. Plummer Boulevard from Ptarmigan Drive to approximately 200 feet East of Polecat Creek.
3. Plummer Boulevard from Park Avenue to Acadia Lane.
4. Park Avenue from East Walnut Street to Plummer Boulevard.



Illinois Department of Transportation

Request for Expenditure/Authorization of Motor Fuel Tax Funds

For District Use Only

Transaction Number _____

Date _____

Checked by _____

Municipality Chatham

County Sangamon

Rd. District _____

Section 02-00026-00-RS

I hereby request authorization to expend Motor Fuel Tax Funds as indicated below.

Purpose	Amount
Contract Construction.....	\$200,000.00
Day Labor Construction	_____
Right-of-Way (Itemized On Reverse Side)..... <u>N/A</u>	_____
Engineering (Design and Construction 10,000 / 10,000) =	\$20,000.00
Maintenance Engineering	_____
Engineering Investigations	_____
Other Category.....	_____
Obligation Retirement.....	_____
Maintenance	_____
Co. Eng./Supt. Salary & Expenses (Period from _____ to _____)	_____
IMRF or Social Security.....	_____
Interest _____	_____
_____	_____
_____	_____
Total	\$ 220,000.00

Comments _____

Date 09 APRIL, 2002

Signed by [Signature]

Chatham Village Clerk

