

ORDINANCE NO. 91-29

AN ORDINANCE APPROVING AN AGREEMENT WITH GREENE AND BRADFORD, INC FOR ENGINEERING WORK ON GORDON DRIVE

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM, ILLINOIS, AS FOLLOWS:

SECTION 1: That certain Agreement with Greene and Bradford, Inc attached hereto as exhibit A, is hereby approved. The total amount of the contract shall not exceed \$14,000.

SECTION 2: The President is authorized and directed to sign said Agreement on behalf of the Village. The Clerk is authorized and directed to attest said Agreement on behalf of the Village. The proper officers of the Village are authorized and directed to implement said Agreement on behalf of the Village.

SECTION 3: This Ordinance is effective upon its passage and approval.

Carl D. Oblinger
CARL OBLINGER, VILLAGE PRESIDENT

ATTEST: Pat Schard
Village Clerk


AYES: 5

NAYS: 0

PASSED: 6-18-91

APPROVED: 6-18-91

ABSENT: 1

Municipality	LOCAL AGENCY  Illinois Department of Transportation [REDACTED] / Construction Engineering Services Agreement [REDACTED]	CONS ULT ANT	Name
Chatham Township			Greene & Bradford, Inc.
County			Address 1305 Wabash Avenue Suite G
Sangamon Section 90-00016-00-FP			City Springfield, State Illinois

THIS AGREEMENT is made and entered into this 12th day of June, 1991 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 FAUS Route 8153 Length 0.185 Mi. (Structure No. N/A)

Termini Walnut Street northerly 978 feet.

Description: Construction of bituminous base course, bituminous surface course, concrete curb and gutter, storm sewers, earthwork, seeding, and other miscellaneous work required to finish a 30' face to face of curb highway

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 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.
 - 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 the District Engineer

The LA Agrees,

- To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5, 6, 7 and 8 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	Percentage Fees
Under \$50,000	(see note)
First \$50,000	%
Next \$50,000	%
Next \$100,000	%
Next \$200,000	%
Next \$200,000	%
Next \$400,000	%
Next \$1,000,000	%
Next \$2,000,000	%
Next \$6,000,000	%

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

- To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j and 1k 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. 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	69.67
Resident Engineer	40.00
Chief of Party	46.54
Instrument Man	25.77
Rodmen	23.41
Inspectors	35.00
_____	_____
_____	_____
_____	_____
_____	_____

NOT TO EXCEED A TOTAL OF \$14,000

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed their hands and seals and shall remain in effect until Dec. 31, 1991. In event the services of the ENGINEER extend beyond Dec 31, 1991, 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.

- 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:
 - 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.

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:

Chatham of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____
Village Clerk

President
By _____

(Seal)

Title:

Executed by the ENGINEER:

Greene & Bradford, Inc.
of Springfield

ATTEST:

By Robert Bradford

By Joseph F. Greene

Title: Secretary/Treasurer

Title: President

Certification of Engineer

The ENGINEER certifies that he/she and his/her principals have not been barred from signing this AGREEMENT as a result of a violation of Sections 33E-3 and 33E-4 of the Criminal Code of 1961 (Chapter 38 of the Illinois Revised Statutes).

June 12, 1991

Date

Joseph F. Greene
Signature