

ORDINANCE NO. 93-36

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

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

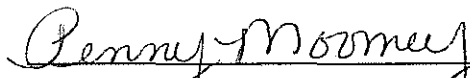
SECTION 1: That certain Agreement with Greene and Bradford,  
Inc attached hereto as exhibit A, is hereby approved. The total  
amount of the contract shall not exceed \$25,000.

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.

  
LINDA KOESTER, VILLAGE PRESIDENT

ATTEST:

  
PENNY MOOMEY, VILLAGE CLERK

AYES: 4  
NAYS: 0  
ABSENT: 3  
PASSED: July 13, 1993  
APPROVED: July 13, 1993

Municipality <b>Chatham</b>	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>  <b>Preliminary Engineering Services Agreement For Federal Participation (Type of Funding)</b>	<b>C O N S U L T A N T</b>	Name <b>Greene &amp; Bradford, Inc. of</b>
County <b>Sangamon</b>				Address <b>Springfield 1305 Wabash Ave., Suite G</b>
Township				City <b>Springfield</b>
Section <b>93-00018-00-BT</b>				State <b>Illinois</b>
Project No. <b>P-96-002-94</b>				Zip Code <b>62704</b>
Job No. <b>STPTE-0006-(24)</b>		Existing Structure No.		

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. Federal-aid Funds allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "STATE", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

#### Project Description

Name Chatham Trail - Phase I Route Various Length 2.2 Mi.

Termini Within Section 12 of Chatham Township and Section 7 and 18 of Ball Township in Sangamon County.

Description:

**Prepare necessary plans, procure permits for the construction of a bike and pedestrian trail as shown in Exhibit A and A-1.**

#### 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 planning and design of roadways and/or bridges and for the preparation of detailed construction plans.
  - b.(  ) Make stream and flood plain hydraulic surveys and gather both existing bridge up and downstream high water data, and flood flow histories.
  - c.(  ) Prepare application for Army Corps of Engineers Permit, application for Division of Water Resources Permit, bridge waterway sketch and/or channel change sketch, Project Report, Utility Plan, Traffic Control Plan, and Railroad Crossing Work Agreements.
  - d.(  ) Design and/or approve cofferdams and superstructure shop drawings.
  - e.(  ) 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.
  - f.(  ) Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current requirements of the STATE.
  - g.(  ) Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation. (Reference Walnut St. bridge information completed by Greene & Bradford for Sangamon County Highway Dept.)

EXHIBIT A

- h.( x ) Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
  - i.( ) 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.
  - j.( x ) After the review heretofore required, complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Federal-Aid Procedures for Local Highway Improvements manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
  - k.( x ) Plans for structures to be built as a part of the improvement will be prepared under the supervision of Jeffrey L. Bane , a Registered Structural Engineer.
  - l.( x ) 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.
  - m.( x ) Prepare the necessary environmental documents in accordance with the guidelines contained in the Federal-Aid Procedures for Local Highway Improvements manual.
2. To attend conferences to be held at the request of the LA and visit the site of the work at any reasonable time when requested to do so by the LA or representatives of the STATE.
  3. To commence the work within 10 calendar days, and to complete the services provided for herein within 75 calendar days, from the date of the Notice to Proceed, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
  4. That should the LA require changes in any of the Bridge Design and Hydraulic Report, ROW, Plats, Easements, environmental documents, detailed construction plans, specifications or estimates after they have been approved in writing by the LA, the LA shall pay the ENGINEER, in addition to the Lump Sum Fee set forth in Section 2 of THE LA AGREES, hourly rates in amounts equal to the entire value to the ENGINEER for the actual time spent in making such changes but in no case shall the LA be billed at rates in excess of those listed below nor shall the total compensation for changes under the provisions of this SECTION exceed \$5,000.00 without renegotiation of the agreement and concurrence of the STATE.

**See Exhibit B and B-1**

	Hourly Rate Including Burden, Fringe, Overhead, & Profit
Principal Engineer	_____
Principal Assistant Engineer	_____
Assistant Engineer	_____
Draftsmen	_____
Rodmen	_____
_____	_____
_____	_____
_____	_____
_____	_____

The classifications of the employees used in the work should be consistent with the employee classifications and estimated manhours shown in EXHIBIT A. 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.

It is understood that "changes", as used in this Section, means basic changes in location or design and that the provisions of this Section shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans satisfactory to the LA and the STATE.

5. That he is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that he has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein, **except** as stated in Section 1k of the ENGINEER AGREES.
6. That he shall be responsible for the accuracy of the Work and shall promptly make necessary revisions or corrections resulting from his errors, omissions, or negligent acts without additional compensation. Acceptance of the Work by the STATE will not relieve the ENGINEER of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That he will comply with applicable Federal Statutes, State of Illinois Statutes, and local laws or ordinances of the LA.

**The Engineer Further Agrees,**

to comply with all applicable Equal Employment and Nondiscrimination Acts, Executive Orders, and Regulations required by the U.S. Department of Transportation (DOT) including:

- a. 23 USC 710.405(b), Nondiscrimination on Basis of Sex in Right-of-Way Acquisition.
- b. 42 USC 2000d-1, Title VI of the Civil Rights Act of 1964 (Nondiscrimination on Basis of Race, Color, or National Origin).
- c. 49 CFR 21, Nondiscrimination in DOT Programs.
- d. 49 CFR 23, Participation by MBE's in DOT Programs.

It is the policy of the U.S. Department of Transportation that Minority Business Enterprises, as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts/agreements financed in whole or in part with Federal funds under this AGREEMENT.

The ENGINEER agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of this AGREEMENT. In this regard the ENGINEER shall take all necessary and reasonable steps in accordance with 49 CFR Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of this AGREEMENT. The ENGINEER shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

The ENGINEER shall include the provisions of this "Policy" in every subcontract, including procurement of materials and leases of equipment.

Failure to carry out the requirements set forth above shall constitute a breach of this AGREEMENT and may result in termination of the AGREEMENT or such remedy as deemed appropriate.

- e. 49 CFR 27, Nondiscrimination on Basis of Handicap.

**The LA Agrees,**

1. To furnish the ENGINEER with all presently available survey data and information, including instructions for scales to be used, standard details and Standard Specifications adopted by the STATE and other available data useful to the work to be done by the ENGINEER. If the work provided in Section 1i is not required by this agreement, the LA shall make or cause to be made traffic counts required for design purposes and furnish same to the ENGINEER.
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, a Lump Sum Fee of \$ 18,470.95 plus compensation for soil surveys or subsurface investigations; Bridge Design and Hydraulic Report; right-of-way, channel change and hydraulic surveys; environmental documents; permits; soil analysis and evaluation; cofferdam and shopdrawing review; and extra work as provided for under Sections 1a through 1m, and 4 of THE ENGINEER AGREES and Sections 3d through 3h of THE LA AGREES of the AGREEMENT. In the event such changes of the work specified in this AGREEMENT are required prior to the written approval of plans, specifications and estimates by the LA, adjustments in compensation to the ENGINEER and adjustments in time for performance of the work as modified, shall be determined through arbitration between the parties to this AGREEMENT and concurred in by the STATE.
3. That payment 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 field surveys, payment to be 25 per cent of the Lump Sum Fee.
  - b. Upon completion of the detailed plans, special provisions, and estimate of cost, payment to be 75 per cent of the Lump Sum Fee.
  - c. Upon approval of the plans by the STATE, payment to be the balance of the Lump Sum Fee.
  - d. Soil Surveys or subsurface investigation (1f), if required and done by the ENGINEER, will be paid for in accordance with Section 4 of THE ENGINEER AGREES. If the ENGINEER sublets this work, it will be paid for at the cost to the ENGINEER. In either case, the total compensation for this work shall not exceed \$ N/A.
  - e. Changes required, in the detailed plans, specifications or estimates after they have been approved in writing by the LA, will be paid for in accordance with Section 4 of THE ENGINEER AGREES.
  - f. Hydraulic surveys (1b), permits, sketches, reports, plans, and agreements (1c), cofferdams and superstructure shop drawings (1d), preliminary bridge design and hydraulic report (1e), will be paid for in accordance with Section 4 of THE ENGINEER AGREES, and the total compensation for this work shall not exceed \$ N/A.
  - g. Soil and foundation boring analysis and evaluation (1g), cofferdam design and/or approval, and shop drawing review and approval (1d) will be paid for in accordance with Section 4 of THE ENGINEER AGREES, and the total compensation for this work shall not exceed \$ N/A.
  - h. Right-of-way, channel change and easement surveys and plats (1i), and preparation of environmental documents (1m) will be paid for in accordance with Section 4 of THE ENGINEER AGREES, and the total compensation for this work shall not exceed \$ 5,440.84.

## **It is Mutually Agreed**

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That all plans, specifications, estimates, plats, and other documents furnished to the LA by the ENGINEER in accordance with this AGREEMENT shall be endorsed by him and shall show his professional seal where such is required by law.
3. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA, or to the STATE, without restriction of limitation as to their use.
4. That all reports, plans, plats, estimates, and special provisions to be furnished by the ENGINEER in accordance with Sections 1a through 1m inclusive, of THE ENGINEER AGREES shall be in accordance with the current standard specifications and policies of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned, or transferred to any other party or parties without written consent of the LA, except as stated in Sections 1e, 1f and 1k of THE ENGINEER AGREES. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
6. That the ENGINEER and his subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of the final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration, or any authorized representatives of the Federal Government and copies thereof shall be furnished if requested.
7. That payment by LA in accordance with Sections 2 and 3 of THE LA AGREES will be considered as payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
8. That any differences 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.
9. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of his Work and shall indemnify and save harmless the LA, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting therefrom. These indemnities shall not be limited by the listing of any insurance coverage.
10. 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, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates, and data, if any from soil survey and subsurface investigation 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 ENGINEER AGREES and Section 3 of THE LA AGREES.

**Successors and Assigns**

That the LA and the ENGINEER bind themselves, their successors, executors, administrators, and assigns to the other party of this AGREEMENT, and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this AGREEMENT.

Executed by the LA:

Village of Chatham of the  
(Municipality/~~INCORPORATED~~)

State of Illinois, acting by and

through its President

ATTEST:

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_ Clerk

Title:

(SEAL)

Executed by the ENGINEER:

Greene & Bradford, Inc.

1305 Wabash Ave., Suite G

Springfield, IL 62704

ATTEST:

By Jay Jessen, P.E.  
*Jay Jessen*  
Title: Project Engineer

By Joseph L. Greene, P.E.  
*Joseph L. Greene*  
Title: President

**Certification of Engineer**

I hereby certify that I am the President and duly authorized representative of the firm of Greene & Bradford, Inc., whose address is 1305 Wabash, Suite G, Springfield, IL and that neither I nor the above firm I herein represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
- (b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT, or
- (c) paid, or agreed to pay to any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.

In addition, I and the firm I herein represent:

- (d) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (e) have not within a three-year period preceding this AGREEMENT been convicted of or had a civil judgement 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, or receiving stolen property;
- (f) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
- (g) have not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

Where the ENGINEER is unable to certify to any of the statements in this certification, such ENGINEER shall attach an explanation to this AGREEMENT.

I acknowledge that this certificate is to be furnished to the LA and the STATE, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

7-12-93 (Date) Joseph A. Greene (Signature)

**Certification of LA**

I hereby certify that I am the Village President of Chatham  
(County Board Chairman/Mayor/Village President, etc.) (County/Municipality/Township)

and that the above ENGINEER or his representative has not been required directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind;

except as herein expressly stated (if any);

I acknowledge that this certificate is to be furnished to the STATE, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_ (Date) \_\_\_\_\_ (Signature)



See Exhibit B-1 for Breakdown

Exhibit B  
Preliminary Engineering

Route: \_\_\_\_\_  
 Local Agency: Chatham  
 (Municipality/Township/County)  
 Section: 93-00018-00-BT  
 Project: Chatham Trail - Phase I  
 Job No.: \_\_\_\_\_

\* Firm's approved rates on file with  
 IDOT's Bureau of Accounting and  
 Auditing:  
 Payroll Burden & Fringe Rate 51.12%  
 Overhead & Expense Rate 59.47%

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Pay-Roll Rate	Pay-Roll Costs	Payroll Burden & Fringe Costs*	Overhead and Expenses*	Profit	Total
Surveys, Plans, Specifications, Estimate								17,809.23
Project Report (Cat, Excl,)								2,815.46
404 Corps of Engineers Permit								661.72
Pre-Bridge Design, Hydraulic Report								N/A
ROW, Easements, Plats, Surveys Permits, Assessment, Agreements Roadway & Foundation Design Cofferdam Design & Shop Drawings								2,625.38
<b>Totals</b>								<b>23,911.79</b>

**EXHIBIT B**

COST ESTIMATE OF CONSULTANT'S SERVICES

CHATHAM TRAIL PROJECT  
 VILLAGE OF CHATHAM  
 FOOT TRANSPORTATION ENHANCEMENT  
 ROAD DISTRICT & LOCAL ROADS

CONSULTANT -- Greene & Bradford, Inc.

Date -- July 7, 1993

Item	Number of Man Hours	Payroll	Overhead and Fringe Benefits	In-House Direct Costs	Subtotal	Profit	Services by Others	Total	% of Grand Total
SURVEYS, PLANS, SPECS. ESTIMATES ETC.	538	\$7,300.66	\$8,073.60		\$15,374.46	\$2,434.77		\$17,809.23	74.479
PROJECT REPORT	84	\$1,154.16	\$1,276.39		\$2,430.55	\$384.91		\$2,815.46	11.774
FOR PERMIT	18	\$271.26	\$299.99		\$571.25	\$90.47		\$661.72	2.767
FOR EASE, PLATS ASSESSMENTS, AGENTS.	38	\$1,076.24	\$1,190.21		\$2,266.45	\$358.93		\$2,625.38	10.979
<b>TOTALS</b>	<b>728</b>	<b>\$9,802.32</b>	<b>\$10,840.39</b>		<b>\$20,642.71</b>	<b>\$3,269.08</b>		<b>\$23,911.79</b>	<b>100</b>

**EXHIBIT B1**

CHATHAM TRAIL PROJECT  
 VILLAGE OF CHATHAM  
 100% TRANSPORTATION ENHANCEMENT PROJECT  
 100% DISTRICT 6 LOCAL ROADS

COST ESTIMATE OF CONSULTANT'S SERVICES  
 AVERAGE HOURLY PROJECT COSTS  
 CONSULTANT -- Greene & Bradford, Inc.

Date -- July 7, 1993

PAYROLL CLASSIFICATION	AVG. HOURLY RATE	SURVEYS PLANS, SPECS			PROJECT REPORT			404 PERMIT			ROW, PLATS PERMIT AGMT'S		
		%	WGTD	%	WGTD	%	WGTD	%	WGTD	%	WGTD		
	RATE	HOURS	PART	RATE	HOURS	PART	RATE	HOURS	PART	RATE	HOURS	PART	RATE
Principal	\$28.00	8	1.487	\$0.12									
Asst. Struct. Engr	\$28.00												
Struct. Engr	\$20.00	30	5.575	\$1.12									
Proj. Engr.	\$20.00				24	26.571	\$5.71	4	22.222	\$4.44			
Gen. Civil Engr.	\$21.50	72	13.383	\$2.86									
Civil Engr.	\$20.00	56	10.409	\$2.08	24	26.571	\$5.71	8	44.444	\$8.89			
Asst. Civil Engr.	\$13.00												
Regis. Land Surveyor	\$18.00	72	13.383	\$2.41							32	36.364	\$6.55
Instrumentman	\$10.25	72	13.383	\$1.37							24	27.273	\$2.80
Recorder	\$8.02	72	13.383	\$1.07							24	27.273	\$2.19
Asst. Technician	\$12.52												
Secretary	\$8.87	132	24.535	\$2.18	24	26.571	\$2.53	4	22.222	\$1.97			
Driver	\$7.75	24	4.461	\$0.35	12	14.286	\$1.11	2	11.111	\$0.89	8	9.091	\$0.70
TOTALS		538	100.000	\$13.57	84	100.000	\$15.07	18	100.000	\$16.17	88	100.000	\$12.23