

AGENDA

FINANCE COMMITTEE MEETING

*City of Fairview Heights, IL
Municipal Complex – Conference Room A
Tuesday February 3rd, 2015 – 6:45 P.M.*

CALL TO ORDER

1. PUBLIC COMMENTS
2. CONTRACT PROPOSAL
 - Engineering Services-Lincoln Trail Streetscape (Phase II)

ADJOURN

Scott Borrer

From: Mike Malloy
Sent: Tuesday, January 27, 2015 4:47 PM
To: Scott Borrer
Cc: Jim Snider
Subject: FW: Attached Image/\$1900 grant application fee for Phase II of streetscape project
Attachments: 0979_001.pdf

Scott,
Please find attached a contract for the above as prepared by Oates and Associates. As you are aware there is an urgency in having the contract approved so the grant can be in East/West Gateway's hands on or before February 19th. More specifically the application, if successfully funded, will pay for 75%(\$443,250) of the Phase II Total Project Cost of \$591,000.

If possible I would like to see a Finance Committee meeting called on Feb. 3rd prior to the Council meeting to allow the Council to vote on the contract that same night.

Thanks

Mike

From: Land Use Copier
Sent: Tuesday, January 27, 2015 5:26 PM
To: Mike Malloy
Subject: Attached Image



January 26, 2015

Mr. Mike Malloy, AICP
Economic Development Director
City of Fairview Heights
10025 Bunkum Road
Fairview Heights, IL 62208

Re: Lincoln Trail Streetscape Project
STP Application for Phase II Improvements

Dear Mr. Malloy,

We propose to render professional engineering services connected with preparing a Surface Transportation Program - Urban (STP-U) application for potential improvements along Marketplace from Commerce Lane to the entrance at the DSW/ Petco. storefront. (hereinafter called the "Project")

The proposed improvements will include new asphalt pavement, curb and gutter repairs, storm sewer repairs, and new sidewalks along the south side of the road. Additional work may include pavement patching and pavement marking for a "lane diet" (i.e., conversion of a four-lane street to a two-lane section with a two-way left-turn lane and bike lanes). If the project is selected for funding, a STP-U grant typically pays for 75% of the construction cost. To apply for a grant, our Basic Services will consist of performing a pavement condition assessment, estimating traffic impacts, showing the proposed improvements on exhibits, estimating the project cost, and completing a grant application for consideration by the East West Gateway Council of Governments. We will also furnish such Additional Services as you may request. These services are provided subject to the General Conditions shown on the attached Exhibit A.

You agree to pay us for our Basic Services and any authorized Additional Services at the hourly rates set forth on Exhibit A. Billings for Basic Services are estimated at \$1,900.

This proposal and the attachments represent the entire understanding between you and Oates Associates, Inc. with respect to the Project and may only be modified in writing signed by both of us. If it satisfactorily sets forth your understanding of our agreement, please sign the enclosed copy of this letter in the space provided below and return it to us. This proposal will be open for acceptance until February 6, 2015, unless changed by us in writing.

Sincerely,

OATES ASSOCIATES, INC.


Tom Cisseil, PE
Project Manager

Accepted this _____ day of _____, 2015

By _____

Title _____

EXHIBIT A

GENERAL CONDITIONS (continued)

TIMING OF STANDARDS

We endeavor to perform our services in accordance with standards, building codes, and ordinances in effect at the time of service using that level of care and skill ordinarily exercised by members of the profession currently practicing in the same or similar locality and under similar conditions. You understand that these standards and level of care and skill change with time and that substantially delayed use of our documents without our involvement is at your own risk.

TERMINATION, SUSPENSION OR ABANDONMENT

You recognize that if you terminate, suspend or abandon this project we will incur many costs which we would not have incurred had the project continued to completion. Therefore it is agreed that an equitable adjustment to our compensation shall include but not be limited to all reasonable costs incurred by us on account of suspension or abandonment of the Project, for preparation of documents for storage, maintaining space and equipment pending resumption, orderly demobilization of staff, maintaining employees on a less than full-time basis, terminating employment of personnel because of suspension, rehiring former employees or new employees because of resumption, reacquainting employees with the Project upon resumption, and making revisions to comply with Project requirements at the time of resumption.

DISPUTE RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the Project or following the completion of the Project, you and we agree that all disputes between us arising out of or relating to this Agreement or the Project shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

UNFORESEEN CONDITIONS

Our services may be provided to assist you in making changes to an existing facility for which you shall furnish documentation and information upon which we may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by you, we shall not be required to perform or to have others perform destructive testing or to investigate concealed or unknown conditions. In the event documentation or information furnished by you is inaccurate or incomplete, all resulting damages, losses and expenses, including the cost of our Additional Services, shall be borne by you.

You shall indemnify and hold harmless Oates Associates, Inc. our subconsultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, which arise as a result of documentation or information furnished by you.

CONSTRUCTION MEANS AND METHODS

Performance of our services does not imply liability by us for Contractor means, methods, techniques, sequences or procedures of construction selected by Contractor or safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing their work. Accordingly we can neither guarantee the performance of the construction contracts by Contractor nor assume responsibility for Contractor failure to furnish and perform work in accordance with Contract Documents.

JOBSITE SAFETY

Insofar as jobsite safety is concerned, we are responsible solely for our own and our employees' activities on the jobsite, but this shall not be construed to relieve you or any construction contractors from their responsibilities for maintaining a safe jobsite. Neither our professional activities nor the presence of our employees and subconsultants, shall be construed to imply we have any responsibility for methods of work, performance supervision, sequencing of construction, or safety in, on, or about the jobsite. You agree that the general contractor is solely responsible for jobsite safety, and you warrant that this intent shall be made evident in your agreement with the general contractor. You also warrant we shall be made an additional insured under the general contractor's general liability insurance policy.

HAZARDOUS MATERIALS

As used in this Agreement, the term "hazardous materials" shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gasses and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

You and we acknowledge that our scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event that we or any other party encounter any hazardous materials, or should it become known to us that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of our services, we may, at our option and with our liability for consequential or any other damages, suspend performance of our services under this Agreement and you retain appropriate consultants or contractors to identify and abate or remove the hazardous materials and warrant that the jobsite is in full compliance with laws and regulations regarding such materials.

EXHIBIT A HOURLY RATE SCHEDULE

Principal Engineer	200.00
Senior Professional II	170.00
Senior Professional I	150.00
Professional IV	140.00
Professional III	130.00
Professional II	115.00
Professional I	100.00
Junior Professional	85.00
Technician III	115.00
Technician II	95.00
Technician I	75.00
Technician Intern	50.00

The above hourly rates are effective as of July 1, 2014 and are subject to adjustment annually.

GENERAL CONDITIONS

TERMS

When used below the term "we" and "our" refers to Qates Associates, Inc. and its consultants, stockholders, agents and employees. The term "you" and "your" refers to the person or entity to whom this proposal is addressed.

PAYMENT PROVISIONS

We will bill you monthly for services and reimbursable expenses. Our invoices are due and payable within 30 days of issuance. If invoices are not paid when due, we will stop work on the project until paid. In addition, a late charge of 1-1/2% per month will be assessed on invoices not paid within 30 days.

We will bill you for any direct costs we incur in the prosecution of this work. Direct costs may include subconsultants we contract to perform a portion of our scope. Reimbursable expenses will also include any out of pocket costs directly related to this project. Basis for billings of reimbursable expenses will be actual cost.

The above financial arrangements are on the basis of prompt payment of our bills and the orderly and continuous progress of the Project. We would expect to start our services promptly after receipt of your acceptance of this proposal. If there are protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of our compensation taking into consideration the impact of such delay including but not limited to changes in price indices and pay scales applicable to the period when services are in fact being rendered.

GENERAL LIABILITY AND LIMITATION THEREOF

We agree to hold you harmless and to indemnify you on account of any liability due to bodily injury or property damage arising directly out of our negligent acts, but such hold harmless and indemnity will be limited to that covered by our comprehensive general liability insurance. At your request, we will provide certificates evidencing such coverage and, if available, will purchase additional limits of liability that you may require as a separate cost item to be borne by you.

LIMITATION OF LIABILITY

You recognize that our fee includes an allowance for funding a variety of risks which are imposed on us by virtue of our involvement in and association with your project. One of these risks stems from the potential for human error. In order for you to obtain a reduction in fee by virtue of a smaller allowance for risk funding, you agree to limit our professional liability to you for any and all claims, losses, expenses, injuries or damages (including consequential damages) arising from our professional acts, errors, or omissions, such that our total aggregate liability to you shall not exceed the total compensation or received by us under this agreement, or the sum of \$50,000, whichever is greater. If you wish to discuss higher limits and the charges involved, you should speak with our personnel.

THIRD PARTY CLAIMS

Nothing contained in this Agreement shall create a contingent liability or overlap with a claim or defense of a third party against either party or us. Our liability under this Agreement shall be limited solely for the benefit of you and shall not extend to any third party. You agree to defend, indemnify and hold us harmless for any claims against us because of this Agreement or the performance or non-performance of services hereunder. You agree to include a provision in all contracts, subcontracts, and other agreements entered into in connection with this project to carry out the intent of this paragraph.

OWNERSHIP AND USE

Upon full payment of all amounts due, intellectual property rights in works created under this Agreement shall remain the property of you. We shall retain the right to use a work created under this Agreement for internal business purposes only. We shall not be bound by any third party's claim of ownership in or use of a work created under this Agreement. We shall not be bound by any third party's claim of ownership in or use of a work created under this Agreement. We shall not be bound by any third party's claim of ownership in or use of a work created under this Agreement. We shall not be bound by any third party's claim of ownership in or use of a work created under this Agreement.

We warrant that the information provided in this Exhibit A, Specifications, and all other documents submitted to you in connection with this Agreement is true and accurate to the best of our knowledge and belief. We warrant that the information provided in this Exhibit A, Specifications, and all other documents submitted to you in connection with this Agreement is true and accurate to the best of our knowledge and belief. We warrant that the information provided in this Exhibit A, Specifications, and all other documents submitted to you in connection with this Agreement is true and accurate to the best of our knowledge and belief. We warrant that the information provided in this Exhibit A, Specifications, and all other documents submitted to you in connection with this Agreement is true and accurate to the best of our knowledge and belief.