

MAY 17 2010

ORDINANCE NO. 2786

J. Ronald Cady
City Clerk

AN ORDINANCE TO EMPLOY OATES ASSOCIATES, INC. OF COLLINSVILLE, ILLINOIS TO RENDER PROFESSIONAL SERVICES TO THE CITY OF COLUMBIA, ILLINOIS IN CONNECTION WITH PRELIMINARY ENGINEERING FOR THE QUARRY ROAD & OLD IL 3/GHENT INTERSECTION IMPROVEMENTS.

WHEREAS, the City Council of the City has found and determined and does hereby declare that it is necessary and appropriate that the City employ Oates Associates, Inc. to provide professional services to the City for preliminary engineering services of the Quarry Road & Old IL 3/Ghent Intersection Improvements;

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Columbia, Illinois, as follows:

Section 1. The recitals contained above in the preamble of this Ordinance are hereby incorporated herein by reference, the same as if set forth in this Section of this Ordinance verbatim, as findings of the City Council of the City of Columbia, Illinois.

Section 2. The City Council of the city does hereby authorize the employment of Oates Associates, Inc. to provide the professional services to the City for preliminary engineering with regard to the City's Quarry Road & Old IL 3/Ghent Intersection Improvements Project. The Mayor is hereby authorized and directed to execute and deliver to Oates Associates, Inc., for and on behalf of the City, the "Preliminary Engineering Services Agreement for Federal Participation" between the City of Columbia, Illinois and Oates Associates, Inc. for a lump sum not to exceed Seventy-Six Thousand Three Hundred Dollars and No Cents (\$76,300.00) in the form attached hereto, which is hereby approved as to form, in as many counterparts as the Mayor shall determine and the City Clerk is hereby authorized and directed to attest the same and to affix thereto the corporate seal of the City.

Section 3. This ordinance shall be in full force and effect from and after its passage, as provided by law.

Alderman Ebersohl moved the adoption of the above and foregoing Ordinance; the motion was seconded by Alderman Oberkfell, and the roll call vote was as follows:

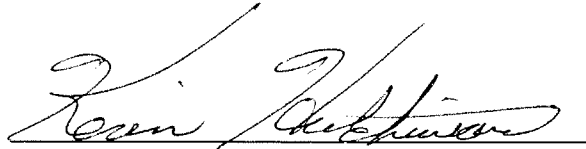
YEAS: Aldermen Ebersohl, Agne, Niemietz, Row, Hejna, Oberkfell, Stumpf and Roessler.

NAYS: None.

ABSENT: None.

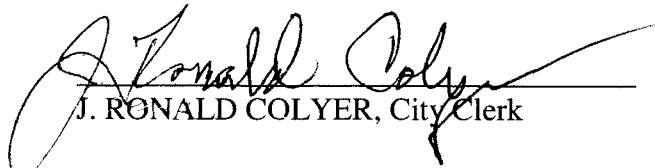
ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor this 17th day of May, 2010.

A handwritten signature in black ink, appearing to read "Kevin B. Hutchinson", written over a horizontal line.

KEVIN B. HUTCHINSON, Mayor

ATTEST:

A handwritten signature in black ink, appearing to read "J. Ronald Colyer", written over a horizontal line.

J. RONALD COLYER, City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

CERTIFICATE OF TRUE COPY

I, J. Ronald Colyer, hereby certify that I am the duly elected and acting City Clerk of the City of Columbia, Illinois and as such I am the keeper of the books, records, files and corporate seal of said City.

I do further certify that Ordinance No. 2786, entitled:


“AN ORDINANCE TO EMPLOY OATES ASSOCIATES, INC. OF COLLINSVILLE, ILLINOIS TO RENDER PROFESSIONAL SERVICES TO THE CITY OF COLUMBIA, ILLINOIS IN CONNECTION WITH PRELIMINARY ENGINEERING FOR THE QUARRY ROAD & OLD IL 3/GHENT INTERSECTION IMPROVEMENTS.”

to which this certificate is attached, is a true, perfect, complete and correct copy of said ordinance as adopted at a regular meeting of the Columbia, Illinois City Council held on the 17th day of May, 2010.

IN WITNESS WHEREOF, I have made and delivered this certificate for the uses and purposes hereinabove set forth this 17th day of May, 2010.


J. RONALD COLYER, City Clerk

(SEAL)

Local Agency	LOCAL AGENCY	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation	Consultant
City of Columbia			Oates Associates, Inc.
County			Address
Monroe			100 Lanter Court, Suite 1
Section			City
Project No.			Collinsville
Job No.	State	IL	Zip Code
Contact Name/Phone/E-mail Address			62234
Ron Williams			Contact Name/Phone/E-mail Address
(618) 281-7144 /			Tom Cissell
ron@columbiaillinois.com			(618) 345-2200
			tom.cissell@oatesassociates.com

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 PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name Quarry Road & Old IL 3 / Ghent Intersection Improvements Route _____ Length N/A Structure No. _____

Termini _____

Description : Implementation of this project shall improve the geometry and operations at the intersection of Quarry Road and Old IL -3 / Ghent Road by incorporating medians, a northbound right turn lane, and a southbound free-flow right turn lane.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
3. To complete the services herein described within 300 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:
- employed or retained for 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,
 - 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
 - paid, or agreed to pay 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.
 - are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) 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,
 - are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER:
- ☒ Make such detailed surveys as are necessary for the planning and design of the PROJECT.
 - ☐ Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
 - ☐ Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
 - ☐ Design and/or approve cofferdams and superstructure shop drawings.
 - ☐ Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
 - ☒ Prepare the necessary environmental and planning documents including the Project Development Report, ~~Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse~~ and all necessary environmental clearances.
 - ☐ Make 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 Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
 - ☐ Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
 - ☒ 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.
 - ☐ 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.
 - ☒ 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 Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
 - ☐ Furnish the LA with survey and drafts in quadruplicate 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.

II. THE LA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee

- ☒ CPFF = $DL + DL(OH) + 14.5\%[DL + R(DL) + OH(DL) + IHDC]$, or
☐ CPFF = $14.5\%[DL + R(DL) + 1.4(DL) + IHDC]$, or
☐ CPFF = $14.5\%[(2.3 + R)DL + IHDC]$
☐ CPFF = $DL + OH + (.37 + R) DL$

Where: DL = Direct Labor
IHDC = In House Direct Costs
OH = Consultant Firm's Actual Overhead Factor
R = Complexity Factor

Specific Rate

☐ (Pay per element)

Lump Sum

☐ _____

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

☐ With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

☒ Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

III. IT IS MUTALLY 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 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 or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements 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.
4. 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. 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.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. 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 the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's 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 LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Oates Associates, Inc.	37-1256935	\$76,300
Sub-Consultants:	TIN Number	Agreement Amount
	Sub-Consultant Total:	
	Prime Consultant Total:	\$76,300
	Total for all Work:	\$76,300

Executed by the LA:

City of Columbia
(Municipality/Township/County)

ATTEST:

By: _____

Clerk

By: _____

Title: _____

(SEAL)

Executed by the ENGINEER:

ATTEST:

By: 

Joseph G. Hagerty

Title: Vice President

Oates Associates, Inc.

By: 1. K. G. J.

David M. Oates

Title: President

Name _____
Address _____
Telephone _____
TIN Number _____

Local Agency _____
 Section Number _____
 Project Number _____
 Job Number _____

[illegible]

Date

BLR 05610 (Rev. 9/06)

EXHIBIT D

ESTIMATE OF PERSON HOURS

FIRM: OATES ASSOCIATES, INC.
 ROUTE: Quarry Road & Old IL-3/ Ghent
 PROJECT: Intersection Improvements (Design)
 SECTION:
 CITY: Columbia, IL
 JOB NO.: 10006

Date: 01/26/10

TASK	PRIN. ENGR.	SR. ENGR. II	SR. ENGR. I	ENGR. III	JR. ENGR.	TECH. III	TECH. II	TECH. I	TOTAL
SUMMARY OF PERSONHOURS									
1.0 FIELD SURVEYS		9		6	34		28	28	105
2.0 INTERSECTION DESIGN STUDIES	4			24	114		14		156
3.0 PROJECT DEVELOPMENT REPORT	5			29	110				144
4.0 HYDRAULIC DATA & REPORT									
5.0 DRAINAGE	2			10	40				52
6.0 UTILITY AND RAILROAD AGREEMENTS	1			6	16				23
7.0 SOILS ANALYSIS AND REPORT									
8.0 STRUCTURE RPTS/ TS & L DRAWINGS									
9.0 STRUCTURE PLANS									
10.0 PRELIMINARY ROAD DESIGN									
11.0 FINAL PLANS/ DOCUMENTS	6			43	222	22			293
12.0 RIGHT OF WAY		4			12				16
13.0 CONSTRUCTION PHASE SERVICES									
14.0 ADMINISTRATION/ MANAGEMENT									
15.0 QA/QC	17								17
TOTAL	35	13		118	548	22	42	28	806
									806

ESTIMATE OF PERSON HOURS

FIRM: OATES ASSOCIATES, INC.
 ROUTE: Quarry Road & Old IL-3/ Ghent
 PROJECT: Intersection Improvements (Design)
 SECTION:
 CITY: Columbia, IL
 JOB NO.: 10006

DATE: 01/26/10

TASK	PRIN. ENGR.	SR. ENGR. II	ENGR. III	JR. ENGR.	TECH. III	TECH. II	TECH. I	TECH. INTERN.	TOTAL	SCOPE OF WORK
1.0 FIELD SURVEYS										
1.1 establish horizontal control	0	9	6	34	0	28	28	0	105	Approximately 1,000' of roadway. Full topo Old IL-3 and Ghent Road intersection. Partial topo IL-3 northbound ramps.
1.1.1 research control location, coordinates, closure route	0	4	0	6	0	4	4	0	18	1/2-day for horizontal control
1.1.2 set control point monuments in field		2		2					4	
1.1.3 set control point coordinates/ GPS						4	4		8	
1.1.4 traverse between control points in field									0	
1.1.5 office calculations/ closure & coordinates		2		4					6	
1.2 establish vertical control	0	2	0	4	0	4	4	0	14	1/2-day for vertical control
1.2.1 research control location, elevations, closure route									0	included in 1.1.1
1.2.2 set benchmark monuments in field									0	included in 1.2.4
1.2.3 set benchmark elevations/ GPS									0	included in 1.1.3
1.2.4 elevation loop between benchmarks in field						4	4		8	
1.2.5 office calculations/ closure & elevations		2		4					6	
1.3 establish existing topography	0	1	2	8	0	20	20	0	51	
1.3.1 locate existing utilities				4					4	Call in JULIE locate and stake limits in field
1.3.2 topo/profile/cross section		1	2	4		20	20		47	Along Quarry, approximate 20 sections at 20 shots each (400 shots).
1.3.3 surveys for hydraulic/drainage studies									0	N/A
1.4 process survey data for CADD	0	2	4	16	0	0	0	0	22	
1.4.1 draw existing topo		1	2	8					11	Draw topo in the office (8-hrs).
1.4.2 create & process TIN		1	1	4					6	Create TIN in office (4-hrs).
1.4.3 field review and edit			1	4					5	Field check topo and TIN and revise (4-hrs)
1.4.4 base sheet plot									0	included in 1.4.1-3
1.5 establish proposed improvement location	0	0	0	0	0	0	0	0	0	No time included for proposed alignments
1.5.1 set proposed centerline control points & ties									0	Not included.
1.5.2 staking for soil surveys									0	Pick up soil sample locations with topo (1.3.2)
1.5.3 stake centerline for field check									0	Not included.

ESTIMATE OF PERSON HOURS

FIRM: OATES ASSOCIATES, INC.
 ROUTE: Quarry Road & Old IL-3/ Ghent
 PROJECT: Intersection Improvements (Design)
 SECTION:
 CITY: Columbia, IL
 JOB NO.: 10006

DATE: 01/26/10

TASK	PRIN. ENGR.	SR. ENGR. II	ENGR. III	JR. ENGR.	TECH. III	TECH. II	TECH. I	TECH. INTERN.	TOTAL	SCOPE OF WORK
2.0 INTERSECTION DESIGN STUDIES										
2.1 data collection	4	0	24	114	0	14	0	0	156	
2.1.1 establish design criteria/ road classifications	1	0	7	36	0	0	0	0	44	
2.1.2 traffic counts	1			8					11	Review CMAQ application and IDOT BDE/ BLR Manuals to create Design Criteria Spreadsheet
2.1.3 signal warrants (tabulate and summarize)			2	16					18	Preparation, 8 hr count, and summary spreadsheet.
2.1.4 schematic intersection layout			1	4					5	Show that signal warrants are not met
2.1.5 coordination with IDOT (growth rate, ADTs, layout)			1	4					5	Review CMAQ application vs. Design Criteria to confirm the conceptual plan will work.
2.1.6 traffic study (attracted traffic, traffic patterns)			1	4					5	Project Traffic to 2011, 2021, and 2031.
2.2 pedestrian signal warrants									0	
2.3 intersection analysis	0	0	0	0	0	0	0	0	0	Not Included. No signal at this location.
2.3.1 capacity analysis (HCS) - AM & PM - Design Year	2	0	3	40	0	6	0	0	51	
2.3.2 storage lengths - AM & PM - Design Year	1		1	18		3			21	14 hrs/ ea time period (AM/PM) for 2011 & 2031 traffic.
2.3.3 intersection geometry	1		1	16		2			10	2 hrs/ ea time period (AM/PM) for 2011 & 2031 traffic.
2.4 IDS submittal	1	0	14	38	0	8	0	0	61	Assume two days for horizontal geometry at Old IL-3 and Ghent Road.
2.4.1 location map & title block				2					2	
2.4.2 elements controlling design & general notes			1	4					5	List general notes and variance requests
2.4.3 traffic data and analysis charts (const. & design yrs)				2		1			3	
2.4.4 capacity analysis diagrams				2		1			3	Complete tables on IDS for stop controlled intersection.
2.4.5 phasing diagram									0	N/A. Stop controlled intersection.
2.4.6 intersection geometry and details			1	12		2			15	
2.4.7 plot, print & submit			2	8					10	QA in task 15.0
2.4.8 review meetings with City and IDOT			6	8					6	Assume 2 migs: 1 with IDOT, 1 with City
2.4.9 final submittal and sign-offs	1		4	8		4			17	Address IDOT's review comments, 4 submit

ESTIMATE OF PERSON HOURS

FIRM: OATES ASSOCIATES, INC.
 ROUTE: Quarry Road & Old IL-3/ Ghent
 SECTION: Intersection Improvements (Design)
 CITY: Columbia, IL
 JOB NO.: 10006

DATE: 01/26/10

TASK	PRIN. ENGR.	SR. ENGR. II	ENGR. III	JR. ENGR.	TECH. III	TECH. II	TECH. I	TECH. INTERN.	TOTAL	SCOPE OF WORK According to BLR 16-1.03(b), addition of a turn lane on ex. ROW is a CE 1 that requires a POR.
3.0 PROJECT DEVELOPMENT REPORT	6	0	29	110	0	0	0	0	144	
3.1 forms/submittals	1	0	4	16	0	0	0	0	21	
3.1.1 TIP sheet									0	
3.1.2 project notification & review	1		1	4					6	Develop Fact Sheet for meetings
3.1.3 environmental class of action determination (ECAD)									0	
3.1.4 environmental survey request (project studies)			2	8					10	ESR
3.1.5 environmental survey request (borrow/use areas)										
3.1.6 bridges and structures NRHP status request			1	4					5	Historical record research/does not include PESA. State will perform PESA by checking the "special waste" box on the ESR form.
3.2 meetings	0	0	4	6	0	0	0	0	10	
3.2.1 bi-monthly coordination meetings			4	6					10	assume 1 mtg/minutes/initial coordination form
3.2.2 informational meeting									0	Not anticipated. Individual property owners should not be affected.
3.2.3 public hearing									0	N/A
3.3 report/tables	0	0	0	6	0	0	0	0	6	
3.3.1 cover sheet									2	
3.3.2 table of contents				2					2	
3.3.3 index of exhibits				2					2	
3.4 report/analysis and text by section	0	0	8	24	0	0	0	0	32	
3.4.1 purpose of project			1	3					4	
3.4.2 location & existing conditions			1	2					3	
3.4.3 proposed improvements/ criteria			1	2					3	
3.4.4 accident analysis			2	8					10	collision diagrams
3.4.5 right-of-way									0	should not be required.
3.4.6 prime farmland									0	n/a
3.4.7 floodplain encroachment									0	n/a
3.4.8 "404" permit									0	n/a
3.4.9 environmental survey			1	2					3	summarize ESR results
3.4.10 section 4(f) lands									0	n/a
3.4.11 air quality				1					1	TIP statement
3.4.12 noise									0	n/a
3.4.13 maintenance of traffic										
3.4.14 public involvement			1	4					5	
3.4.15 coordination			1	2					3	should not be required. summarize coordination meetings

EXHIBIT D

ESTIMATE OF PERSON HOURS

FIRM: OATES ASSOCIATES, INC.
 ROUTE: Quarry Road & Old IL-3/ Ghent
 SECTION: Intersection Improvements (Design)
 CITY: Columbia, IL
 JOB NO.: 10006

DATE: 01/26/10

TASK	PRIN. ENGR.	SR. ENGR. II	ENGR. III	JR. ENGR.	TECH. III	TECH. II	TECH. I	TECH. INTERN	TOTAL	SCOPE OF WORK
3.5 report exhibits	2	0	7	46	0	0	0	0	55	
3.5.1 location map				2					2	
3.5.2 vicinity map				2					2	
3.5.3 existing & proposed typical sections	1		3	12					16	4 hrs/ each for Quarry Road, Old IL-3, and Ghent Typical Sections
3.5.4 aerial photographs				2					2	
3.5.5 ground level photographs				2					2	
3.5.6 proposed alignment									0	IV/a - shown on task 3.5.7
3.5.7 intersection design study				1					1	
3.5.8 structure type, size & location plans (TS & L)				8					11	
3.5.9 project cost estimate	1		2	8					11	
3.5.10 encroachments				1					1	
3.5.11 accident data, summary and spot maps				8					10	request, analyze, and develop spot maps
3.5.12 biological resources sign-off				1					1	
3.5.13 cultural resources sign-off				1					1	
3.5.14 IDNR sign-off				1					1	
3.5.15 SIMPAC/IL State Clearinghouse/ EWGCC sign-off				1					1	
3.5.16 public notices & news articles				1					1	0 Not required by IDOT any longer
3.5.17 public informational meeting notice letters									0	0 Not anticipated. Individual property owners should not be affected.
3.5.18 public informational meeting attendance sheet									0	0 Not anticipated. Individual property owners should not be affected.
3.5.19 sign-off on public informational meeting									0	0 Not anticipated. Individual property owners should not be affected.
3.5.20 coordination meeting minutes & memoranda				4					4	4 Assume one coordination meeting with minutes
3.6 correspondence	0	0	0	0	0	0	0	0	0	
3.7 submittals	2	0	6	12	0	0	0	0	20	
3.7.1 print and submit draft for IDOT / FHWA review									0	0 QC included in tasks above
3.7.2 respond to review comments	1		4	8					13	
3.7.3 final print and submit	1		2	4					7	
4.0 HYDRAULIC DATA & REPORT	0	0	0	0	0	0	0	0	0	
5.0 DRAINAGE	2	0	10	40	0	0	0	0	52	Relocate 5 inlets on the north side of the Quarry Median. Widening into the median, so roadside ditches on the north side of Quarry Road are unaffected.
5.1 storm sewer design	2	0	7	28	0	0	0	0	37	reconstruct inlets on the north side of the Quarry Median.
5.1.1 storm sewer schematic layout			1	4					5	
5.1.2 drainage area computations	1		2	8					11	field check to delineate drainage patterns.
5.1.3 inlet computations / type, size and layout			1	4					5	verify inlet spread.
5.1.4 storm sewer computations / type and size	1		2	8					11	size storm sewer extension pipes.
5.1.5 final storm sewer layout			1	4					5	calculate inverts and EOP grades.
5.2 culvert design	0	0	0	0	0	0	0	0	0	No culverts will be affected by this project
5.3 ditch design	0	0	3	12	0	0	0	0	15	Minor regrading along Old IL-3 and Ghent Intersection, but time to revise the ditches along Quarry is not included.
5.3.1 schematic ditch layout			1	4					5	review ditches along Old IL-3 and Ghent to analyze the proposed impact.
5.3.2 drainage area computations			0						0	
5.3.3 discharge computations									0	
5.3.4 compute ditch capacities									0	
5.3.5 propose ditch profile and layout			2	8					10	grade ditches to drain along Old IL-3 and Ghent Road.
5.3.6 ditch lining (velocity studies)									0	
6.0 UTILITY AND RAILROAD AGREEMENTS	1	0	6	16	0	0	0	0	23	
6.1 Utilities	1	0	6	16	0	0	0	0	23	
6.1.1 JULIE request for survey									0	Included in 1.3.1
6.1.2 coordination prints to utilities	1		2	8					11	Assume 2 submittals
6.1.3 coordination meetings with utilities			4	4					8	one meeting with HTC and Ahtah

ESTIMATE OF PERSON HOURS

FIRM: OATES ASSOCIATES, INC.
 ROUTE: Quarry Road & Old IL-3/ Ghent
 PROJECT: Intersection Improvements (Design)
 SECTION:
 CITY: Columbia, IL
 JOB NO.: 10006

DATE: 01/26/10

TASK	PRIN. ENGR.	SR. ENGR. II	ENGR. III	JR. ENGR.	TECH. III	TECH. II	TECH. I	TECH. INTERN	TOTAL	SCOPE OF WORK
6.1.4 review utility relocation/ adjustment plans (by utility)				4					4	review status of utility forms
6.1.5 coordinate relocation plans (by OA) [see 11.8]									0	
6.1.6 utility agreements									0	N/A
6.2 Railroads	0	0	0	0	0	0	0	0	0	N/A
7.0 SOILS ANALYSIS AND REPORT	0	0	0	0	0	0	0	0	0	N/A
8.0 STRUCTURE RPTS/ TS & L DRAWINGS	0	0	0	0	0	0	0	0	0	N/A
9.0 STRUCTURE PLANS	0	0	0	0	0	0	0	0	0	N/A
10.0 PRELIMINARY ROAD DESIGN	0	0	0	0	0	0	0	0	0	Completed in Task 2.0
11.0 FINAL PLANS/ DOCUMENTS	6	0	43	222	22	0	0	0	293	State Letting
11.1 cover sheet	0	0	4	13	0	0	0	0	17	
11.1.1 location map/ project limits				1					1	
11.1.2 index of sheets			1	2					3	
11.1.3 standard drawings index			1	2					3	
11.1.4 general notes			2	8					10	
11.2 quantities	1	0	4	44	10	0	0	0	59	
11.2.1 pay items & code numbers	1		2	4	2				9	
11.2.2 pavement schedule & quantities				4	1				5	
11.2.3 side road schedule & quantities				4					4	No entrance schedule, but isolate side road quantities in schedule
11.2.4 storm sewer schedule & quantities				4	1				5	
11.2.5 pavement markings schedule & quantities				4					4	
11.2.6 removals schedule & quantities				4	1				5	
11.2.7 earthwork schedule & quantities				4	1				5	
11.2.8 other schedules & quantities				8	2				10	curb, sidewalk, and erosion control details
11.2.9 summary of quantity schedule			2	8	2				12	
11.3 typical sections	0	0	5	20	2	0	0	0	27	
11.3.1 existing typical sections			2	8					10	4 sections at 2 hrs/ ea
11.3.2 proposed typical sections			2	8					10	4 sections at 2 hrs/ ea
11.3.3 structural pavement design			1	4	2				7	
11.4 construction detail sheets	0	0	4	20	2	0	0	0	26	
11.4.1 side streets & entrances									0	mill, overlay, widening, and median shown on typical sections
11.4.2 pavement details									0	Included on typical sections.
11.4.3 special ditches			2	8					10	grade and label special ditch on p/p.
11.4.4 drainage structures			2	8					10	Storm inlet extension detail
11.4.5 retaining walls									0	Not anticipated or included.
11.4.6 guardrail barriers									0	Not anticipated or included.
11.4.7 survey tie points				4	2				6	Show survey points on plans
11.5 intersection/ interchange sheets	2	0	2	24	4	0	0	0	32	
11.5.1 intersection/ interchange geometrics			1	8	2				11	warning detail on Old IL-3 and Ghent (4 hrs/ea for horz. Geometry)
11.5.2 intersection/ interchange elevations	2		1	16	2				21	warning detail on Old IL-3 and Ghent (8 hrs/ea for vert. Geometry)
11.5.3 pavement joint layouts									0	n/a, asphalt pavement
11.5.4 ramp profiles/ superelevation									0	n/a, Asphalt pavement
11.5.5 ramp terminal details									0	n/a
11.5.6 intersection/ interchange cross-section layout									0	n/a

ESTIMATE OF PERSON HOURS

FIRM: OATES ASSOCIATES, INC.
 ROUTE: Quarry Road & Old IL-3/ Ghent
 PROJECT: Intersection Improvements (Design)
 SECTION:
 CITY: Columbia, IL
 JOB NO.: 10006

DATE: 01/26/10

TASK	PRIN. ENGR.	SR. ENGR. II	ENGR. III	JR. ENGR.	TECH. III	TECH. II	TECH. I	TECH. INTERM.	TOTAL	SCOPE OF WORK
11.6 maintenance of traffic	0	0	2	4	0	0	0	0	6	use highway standards
11.6.1 develop construction staging									0	n/a
11.6.2 staging layout and notes									0	n/a
11.6.3 staging details									0	n/a
11.6.4 detour plans									0	n/a
11.6.5 traffic control plans									0	n/a
11.7 traffic signal plans			2	4					6	Plan not included, but time included to review highway standards and include general notes.
11.8 specialty plan sheets	1	0	0	0	0	0	0	0	0	Not anticipated or included.
11.8.1 pavement markings			1	8	1				21	
11.8.2 signing plans			1	8	1				10	
11.8.3 lighting plans			1	8	1				11	Include pavement marking and sign plan on one sheet.
11.8.4 utility relocation plans									0	Not anticipated or included.
11.8.5 landscape plans									0	Not anticipated or included.
11.9 road plan/profile sheets	0	0	4	16	0	0	0	0	22	Not anticipated or included.
11.9.1 plan alignment/stationing/curve data			1	1					2	
11.9.2 pavement/shoulders/medians									0	
11.9.3 interchanges/interchanges			1	2					3	set-up sheets for details
11.9.4 entrances/access roads									0	No entrances are affected by this project.
11.9.5 guardrail/barriers									0	n/a
11.9.6 storm sewers/culverts/ditches			1	4					5	label storm sewer callouts
11.9.7 construction limits									2	label
11.9.8 right-of-way/owners									2	label
11.9.9 benchmarks/control points									1	label
11.9.10 profile/grades/elevations/curve data			1	4					5	insert profile and label
11.9.11 cross-references				2					2	
11.10 cross sections	0	0	4	22	2	0	0	0	28	Assume section every 50' along Quarry Road (+/- 15 sections on 4 sheets)
11.10.1 proposed templates									0	
11.10.2 proposed ditches/culverts/storm sewer			1	8	1				10	assume 2 hrs per sheet
11.10.3 proposed ROW limits			1	2					3	assume 0.5 hr per sheet
11.10.4 earthwork and areas			1	8	1				10	assume 2 hrs per sheet
11.10.5 matchlines/cross-references			1	4					5	
11.11 structure plans	0	0	0	0	0	0	0	0	0	Not anticipated or included.
11.12 contract documents	2	0	7	28	0	0	0	0	35	
11.12.1 check sheets				2					2	
11.12.2 supplemental specifications				2					2	
11.12.3 interim special provisions (BDE and LRS)				2					2	
11.12.4 special provisions	2		4	12					18	
11.12.5 estimate of time			1	4					5	
11.12.6 unit cost									0	not included
11.12.7 estimate of cost			2	4					6	
11.13 bidding documents	0	0	0	0	0	0	0	0	0	by IDOT
11.14 final PS&E submittal	0	0	0	15	0	0	0	0	20	QA in task 15.3.9
11.14.1 plot and assemble final plans			1	4					5	QC included in tasks above
11.14.2 copy and review final CADD files									0	
11.14.3 copy and assemble computations				1					1	
11.14.4 copy and assemble contract documents				2					2	
11.14.5 final submittal and close-out			4	8					12	Address IDOT's final comments

ESTIMATE OF PERSON HOURS

FIRM: QATES ASSOCIATES, INC.
 ROUTE: Quarry Road & Old IL-31/ Ghent
 PROJECT: Intersection Improvements (Design)
 SECTION:
 CITY: Columbia, IL
 JOB NO.: 10006

DATE: 01/26/10

TASK	PRIN. ENGR.	SR. ENGR. II	ENGR. III	JR. ENGR.	TECH. III	TECH. II	TECH. I	TECH. INTERN	TOTAL	SCOPE OF WORK
12.0 RIGHT OF WAY										
12.1 Right-of-way survey	0	4	0	12	0	0	0	0	16	No new ROW assumed. Establish existing ROW only. Tie-in existing ROW and draw in the office for reference.
12.1.1 research record information	0	4	0	12	0	0	0	0	16	
12.1.2 review title reports/ ownership reports		2		4					6	Request road records from IDOT.
12.1.3 review locations in field/ set survey limits									0	No time included.
12.1.4 locate and tie existing monumentation									0	included in 12.1.4
12.1.5 review monumentation against records									0	No time included.
12.1.6 supplemental field monumentation									0	No time included.
12.1.7 establish property lines/ ROW		2		8					10	No time included.
12.2 plats, plans, descriptions for ROW acquisition	0	0	0	0	0	0	0	0	0	Not included
12.3 submittals	0	0	0	0	0	0	0	0	0	Not included
12.4 stake proposed ROW										Not included
13.0 CONSTRUCTION PHASE SERVICES										
14.0 ADMINISTRATION/ MANAGEMENT	0	0	0	0	0	0	0	0	0	Not included in this contract.
15.0 QA/QC	17	0	0	0	0	0	0	0	17	Time included in the production rates above.
15.1 QA/QC Plan										
15.2 Submittal Reviews	3	0	0	0	0	0	0	0	3	0 adapt company plan to project
15.2.1 Geotechnical Report									0	
15.2.2 Drainage Report									0	
15.2.3 Structure Reports/ TS&L Drawings									0	
15.2.4 Preliminary Structure Plans									0	
15.2.5 Preliminary Road Plans									0	
15.2.6 Pre-Final Plans	1								1	1 QA submittal LOT
15.2.7 Final Plans	1								1	
15.2.8 Final Documents	1								1	1 QA review letter responses
15.3 Quality Reviews	14	0	0	0	0	0	0	0	14	
15.3.1 Field Surveys									0	QA task 1.4
15.3.2 Geotechnical Investigations and Recommendations									0	
15.3.3 Permits and Agreements									0	
15.3.4 Intersection/ Traffic Signal Design	2								2	QA task 2.0
15.3.5 Drainage Design and Report									0	
15.3.6 Structure Type and Layout									0	
15.3.7 Preliminary Road Design	4								4	QA task 3.0
15.3.8 Preliminary Structure Design									0	
15.3.9 Pre-Final Road Design	4								4	QA task 11.0 prior to IDOT review
15.3.10 Final Road Design	2								2	QA task 11.0 prior to final submittal
15.3.11 Final Computations/ Quantities	2								2	QA task 11.0 prior to final submittal
15.3.12 Construction Phase Services									0	



Illinois Department
of Transportation

PAYROLL ESCALATION TABLE
FIXED RAISES
NEW FORMULA

FIRM NAME
PRIME/SUPPLEMENT

OATES ASSOCIATES, INC.

DATE 01/26/10
PTB NO.

CONTRACT TERM
START DATE 5/1/2010
NEXT RAISE DATE 7/1/2010
COMPLETION DATE 12/30/10

OVERHEAD RATE 153.99%
COMPLEXITY FACTOR 0.000
% OF RAISE 3.00%

ESCALATION PER YEAR

5/1/2010 - 7/1/2010

7/1/2010 - 12/30/2010

2

8

25.00%

102.2500%

6

8

75.00%

The total escalation for this project would be:

2.25%

-

-

-

-

-

-



(Cost Plus Fixed Fee)

0000's

BDE 025 (Rev. 11/06)

PROJECT SCHEDULE

Firm OATES ASSOCIATES, INC.
 Route Quarry Road & Old IL-3/ Ghent Road
 Project: Intersection Improvements
 Section:
 City Columbia, IL
 Job No. 10006

TASK	(mos)	2010					2011				
		Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan
FIELD SURVEYS	(1)										
INTERSECTION DESIGN STUDIES	(1)										
PROJECT DEVELOPMENT REPORT	(1)										
DRAINAGE	(0)										
UTILITY AND RAILROAD AGREEMENTS	(0)										
FINAL PLANS/ DOCUMENTS	(2)										
RIGHT OF WAY	(0)										
		Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan
		2010	0	0	0	0	0	0	0	0	2011
											Feb
											0
											Mar
											0
											Apr
											0
											May
											0
											Jun
											0

ANTICIPATED AUTHORIZATION:
 DRAFT PROJECT DEVELOPMENT REPORT SUBMITTAL:
 PRE-FINAL PLAN SUBMITTAL;
 FINAL PLAN SUBMITTAL:
 PROJECTED LETTING:

May 2010
 August 2010
 November 2010
 January 2011
 April 2011