

MAY 17 2010

ORDINANCE NO. 2787

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

J. Ronald Colyer
City Clerk

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 construction 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 construction engineering with regard to the City's Quarry Road & Old IL 3/Ghent 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 "Construction Engineering Services Agreement for Federal Participation" between the City of Columbia, Illinois and Oates Associates, Inc. for a lump sum not to exceed Fourteen Thousand Five Hundred Dollars and No Cents (\$14,500.00) 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 Row, and the roll call vote was as follows:

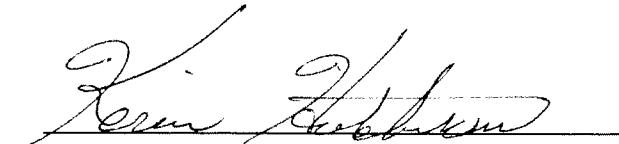
YEAS: Aldermen Ebersohl, Agne, Niemietz, Row, Hejna, Oberkfell, Stumpf and
Roessler.

NAYS: None.

ABSENT: None.

ABSTENTIONS: None.

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



KEVIN B. HUTCHINSON, Mayor

ATTEST:



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. 2787, entitled:

**“AN ORDINANCE TO EMPLOY OATES ASSOCIATES, INC. OF
COLLINSVILLE, ILLINOIS TO RENDER PROFESSIONAL
SERVICES TO THE CITY OF COLUMBIA, ILLINOIS IN
CONNECTION WITH CONSTRUCTION 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.

17 day of May, 2010.

J. RONALD COLYER, City Clerk

(SEAL)

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

WHEREVER IN THIS AGREEMENT the following terms are used, they shall be interpreted to mean:

| | |
|-------------------|---|
| Regional Engineer | Regional Engineer, Department of Transportation |
| Resident Engineer | LA Employee directly responsible for construction of the PROJECT |
| Contractor | Company or Companies to which the construction contract was awarded |

Project Description

| | | | | | | |
|---------|---|-------|--------|-----|---------------|-----|
| Name | Quarry Road & Old IL 3 / Ghent Intersection Improvements | Route | Length | N/A | Structure No. | N/A |
| 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 of the engineering services for the LA, in connection with the PROJECT hereinbefore described and checked below:

- a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMP) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
- b. Proportion hot mix asphalt according to applicable STATE BMP QC/QA training documents and obtain samples and perform testing as noted below.
- c. For soils, to obtain samples and perform testing as noted below.
- d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMP "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMP "Manual of Test Procedures for Materials", submit STATE BMP inspection reports; and verify compliance with contract specifications.

- e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
- f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
- g. Inspect, document and inform the resident engineer of the adequacy of the establishment and maintenance of the traffic control.
- h. Geometric control including all construction staking and construction layouts.
- i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
- j. Measurement and computation of pay items.
- k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
- l. Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE.
- m. Revision of contract drawings to reflect as built conditions.

2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
3. To furnish the services as required herein within twenty-four hours of notification by the resident engineer or authorized representative.
4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.
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 the 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.
6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the resident engineer, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.
9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.
10. The undersigned certifies neither the ENGINEER nor I have:
 - a) 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;
 - 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 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.
 - 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 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;
- f) 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) of this certification; and
- g) 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.

11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
12. 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.
13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.

II. THE LA AGREES,

1. To furnish a resident engineer to be in responsible charge of general supervision of the construction.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. 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

5. 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.

6. The recipient shall not discriminate on the basis 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 (31U.S.C. 3801 et seq.).

III. It is Mutually Agreed,

1. That the ENGINEER and the ENGINEER's 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 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.
2. That all services are to be furnished as required by construction progress and as determined by the RESIDENT ENGINEER. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.
3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that 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 this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.
5. 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.
6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.
7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. 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 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, any employee who is convicted, as required by section S of the Drug Free Workplace Act.
- (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.

9. 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 this AGREEMENT or such other remedy as the LA deems appropriate.

Agreement Summary

| Prime Consultant: | TIN Number | Agreement Amount |
|--------------------------------|------------|------------------|
| Oates Associates, Inc. | 37-1256935 | \$14,500 |
| Sub-Consultants: | | |
| | | |
| | | |
| Sub-Consultant Total: | | |
| Prime Consultant Total: | | |
| Total for all Work: | | |

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: _____
David M. Oates
Title: President

Exhibit A - Construction Engineering

Route: _____ Local Agency: _____ (Municipality/Township/County)
Section: _____ Project: _____ Job No.: _____

Method of Compensation:

- 14.5%[DL + R(DL) + OH(DL) + IHDC]
- 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
- 14.5%[(2.3 + R)DL + IHDC]
-

Cost Estimate of Consultant's Services in Dollars

Exhibit B



Illinois Department of Transportation

Engineering Payment Report

Prime Consultant

Name _____
Address _____
Telephone _____
TIN Number _____

Project Information

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

This form is to verify the amount paid to the Sub-consultant on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that work was executed by the Sub-consultant for the amount listed below.

Signature and title of Prime Consultant

Date

Note: The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under state and federal law. Disclosure of this information is REQUIRED and shall be deemed as concurring with the payment amount specified above.

EXHIBIT D

ESTIMATE OF PERSON HOURS

FIRM: OATES ASSOCIATES, INC.
ROUTE: Quarry Road & Old IL-37/Ghent
PROJECT: Intersection Improvements (Construction)
CITY: Columbia, IL
JOB NO.: 10006

DATE: 01/26/10

| TASK | PRIN. ENGR. | SR. ENGR. II | ENGR. III | JR. ENGR. | TECH. II | TECH. I | TOTAL |
|-------------------------------------|----------------|-----------------|-----------|--------------|-------------|------------|------------|
| SUMMARY OF PERSON HOURS | | | | | | | |
| 1.0 FIELD SURVEYS | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 2.0 INTERSECTION DESIGN STUDIES | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 3.0 PROJECT DEVELOPMENT REPORT | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4.0 HYDRAULIC DATA & REPORT | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 5.0 DRAINAGE | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 6.0 UTILITY AND RAILROAD AGREEMENTS | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 7.0 SOILS ANALYSIS AND REPORT | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8.0 STRUCTURE RPTS/ TS & L DRAWINGS | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 9.0 STRUCTURE PLANS | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 10.0 PRELIMINARY ROAD DESIGN | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 11.0 FINAL PLANS/ DOCUMENTS | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 12.0 RIGHT OF WAY | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 13.0 CONSTRUCTION PHASE SERVICES | 0 | 5 | 32 | 40 | 40 | 40 | 157 |
| 14.0 ADMINISTRATION/ MANAGEMENT | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 15.0 QA/QC | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL | 0 | 5 | 32 | 40 | 40 | 40 | 157 |

EXHIBIT D

ESTIMATE OF PERSON HOURS

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

Date: 01/26/10

| TASK | PRIN. ENGR. | SR. ENGR. | ENGR. II | ENGR. III | JR. ENGR. | TECH. II | TECH. I | TOTAL | SCOPE OF WORK |
|---|-------------|-----------|----------|-----------|-----------|----------|---------|-------|---|
| 1.0 FIELD SURVEYS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 2.0 INTERSECTION DESIGN STUDIES | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 3.0 PROJECT DEVELOPMENT REPORT | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 4.0 HYDRAULIC DATA & REPORT | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 5.0 DRAINAGE | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 6.0 UTILITY AND RAILROAD AGREEMENTS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 7.0 SOILS ANALYSIS AND REPORT | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 8.0 STRUCTURE RPTS/ TS & L DRAWINGS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 9.0 STRUCTURE PLANS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 10.0 PRELIMINARY ROAD DESIGN | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 11.0 FINAL PLANS/ DOCUMENTS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 12.0 RIGHT OF WAY | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 13.0 CONSTRUCTION PHASE SERVICES | 0 | 5 | 32 | 40 | 40 | 40 | 40 | 157 | Assume 3-month construction duration |
| 13.1 Construction staking | 0 | 5 | 8 | 16 | 40 | 40 | 40 | 109 | slope stakes at 50' intervals along Quarry + 20 points/ ea for 2 intersections(60 points) |
| 13.1.1 locate and verify control | 1 | 1 | 2 | 4 | 4 | 4 | 4 | 12 | stakes at 50' intervals along Quarry + 20 points/ ea for 2 intersections(60 points) |
| 13.1.2 drainage structures | 1 | 1 | 2 | 4 | 4 | 4 | 4 | 12 | one day allowance for centerline or approx. ROW stakes. |
| 13.1.3 grade stakes | 1 | 2 | 4 | 12 | 12 | 12 | 12 | 31 | estimate 4 hrs per week for 12 weeks for questions from City staff. |
| 13.1.4 curb/ pavement staking | 1 | 2 | 4 | 12 | 12 | 12 | 12 | 31 | 0 not included |
| 13.1.5 miscellaneous staking | 1 | 2 | 4 | 8 | 8 | 8 | 8 | 23 | 0 not included |
| 13.2 construction administration | 0 | 0 | 24 | 24 | 0 | 0 | 0 | 48 | 0 not included |
| 13.2.1 construction questions | | | 24 | 24 | | | | 48 | 0 not included |
| 13.2.2 drainage structures | | | | | | | | | 0 not included |
| 13.3 construction coordination and visits | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 not included |
| 13.3.1 preconstruction meeting | | | | | | | | | 0 not included |
| 13.3.2 construction visits | | | | | | | | | 0 not included |
| 13.3.3 change orders / contractor questions | | | | | | | | | 0 not included |
| 14.0 ADMINISTRATION/ MANAGEMENT | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 15.0 QA/QC | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |



PAYROLL ESCALATION TABLE
FIXED RAISES
NEW FORMULA

FIRM NAME OATES ASSOCIATES, INC.
PRIME/SUPPLEMENT

| | 15 | MONTHS |
|-----------------|-----------------|--------|
| CONTRACT TERM | <u>5/1/2010</u> | |
| START DATE | <u>5/1/2010</u> | |
| NEXT RAISE DATE | <u>7/1/2010</u> | |
| COMPLETION DATE | <u>7/31/11</u> | |

ESCALATION PER YEAR

| | 7/1/2011 | - | 7/31/2011 | |
|-----------------|-----------------|-----------|------------------|-----------|
| <u>5/1/2010</u> | <u>7/1/2011</u> | | <u>7/31/2011</u> | |
| <u>2</u> | <u>12</u> | <u>15</u> | <u>1</u> | <u>15</u> |
| <u>15</u> | | | | |
| 102.8060% | 13.33% | 80.00% | 6.67% | |
| | | | 2.81% | |

The total escalation for this project would be:



Illinois Department
of Transportation

Firm OATES ASSOCIATES, INC.
Route Quarry Road & Old IL-31 Ghent
Project Intersection Improvements (Construction)
City Columbia, IL
Job No. 10006
PTB & Item

COST ESTIMATE OF
CONSULTANT
SERVICES

(Cost Plus Fixed Fee)

DATE: 01/26/10
Overhead Rate: 153.99%
Complexity Factor: 0.000

| DBE DROP BOX | ITEM | Person Hours (A) | Payroll (B) | Overhead & Fringe Benefits (C) | In-House Direct Costs (D) | Fixed Fee 14.5% (B+C) (E) | Outside Direct Costs (F) | Services By Others (G) | DBE Total (B+C+D+E+F+G) | Total (B+C+D+E+F+G) | % of Grand Total |
|--------------------|---------------------------------|------------------------|----------------|--|------------------------------------|------------------------------------|-----------------------------------|---------------------------------|-------------------------------|------------------------|------------------------|
| 1.0 | FIELD SURVEYS | | | | | | | | | | |
| 2.0 | INTERSECTION DESIGN STUDIES | | | | | | | | | | |
| 3.0 | PROJECT DEVELOPMENT REPORT | | | | | | | | | | |
| 4.0 | HYDRAULIC DATA & REPORT | | | | | | | | | | |
| 5.0 | DRAINAGE | | | | | | | | | | |
| 6.0 | UTILITY AND RAILROAD AGREEMENTS | | | | | | | | | | |
| 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 | | | | | | | | | | |
| 12.0 | RIGHT OF WAY | | | | | | | | | | |
| 13.0 | CONSTRUCTION PHASE SERVICES | 157 | \$4,931.37 | \$7,593.82 | | \$1,816.15 | | | \$14,341.34 | 100.00 | |
| 14.0 | ADMINISTRATION/ MANAGEMENT | | | | | | | | | | |
| 15.0 | QA/QC | | | | | | | | | | |
| | TOTALS | 157 | \$4,931.37 | \$7,593.82 | | \$1,816.15 | | | \$14,341.34 | 100.00 | |

EXHIBIT G
PROJECT SCHEDULE

| | |
|---------|--|
| Firm | OATES ASSOCIATES, INC. |
| Route | Quarry Road & Old IL-3/ Ghent |
| Project | Intersection Improvements (Construction) |
| City | Columbia, IL |
| Job No. | 100016 |

ANTICIPATED LETTING:
CONSTRUCTION PERIOD:

April 2011
May - July 2011