

SEP 06 2011

*J. Ronald Colyer*  
City Clerk

**ORDINANCE NO. 2895**

**AN ORDINANCE TO AUTHORIZE AN AGREEMENT TO  
EMPLOY HENEGHAN AND ASSOCIATES, P.C. OF  
COLUMBIA, ILLINOIS TO PERFORM PROFESSIONAL  
SERVICES ASSOCIATED WITH THE REPLACEMENT OF  
WATER LINES ALONG EVERGREEN LANE, LIBERTY  
STREET AND WASHINGTON STREET IN THE CITY OF  
COLUMBIA, ILLINOIS**

WHEREAS, the City of Columbia, Illinois (the "City") solicited a proposal from Heneghan and Associates, P.C. (the "Engineer") to perform professional services associated with the replacement of water lines along Evergreen Lane, Liberty Street and Washington Street in the City of Columbia, Illinois;

WHEREAS, the Engineer has submitted a work order in the amount of Twenty Four Thousand Nine Hundred Sixty Dollars and No Cents (\$24,960.00) to perform said services; and,

WHEREAS, it is necessary and appropriate that the City make and enter into the Work Order to employ the Engineer to provide the professional services and to do and perform the work involved for the water line replacements aforesaid.

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 Mayor is hereby authorized and directed to make and enter into the Work Order dated August 26, 2011 to employ the Engineer to perform the professional services work described above (which is more particularly described in the Work Order), in the form attached hereto, in at least three (3) counterparts; and, the City Clerk is hereby authorized and directed to attest the same and affix thereto the corporate seal of the City.

**Section 3.** The City Engineer, Ronald J. Williams, P.E., is directed to deliver to the Engineer the Engineer's copy of the Work Order and to proceed with the performance of the work involved.

**Section 4.** 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 Reis, and the roll call vote was as follows:

YEAS: Aldermen Ebersohl, Agne, Niemietz, Roessler, Huch, Mathews, Piazza and Reis.

NAYS: None.

ABSENT: None.

ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor this 6<sup>th</sup> day of September, 2011.



KEVIN B. HUTCHINSON, Mayor

ATTEST:



J. RONALD COLYER, City Clerk

10/27/11

(SEAL)

STATE OF ILLINOIS        )  
                              ) SS  
COUNTY OF MONROE      )

**CERTIFICATE OF TRUE COPY**

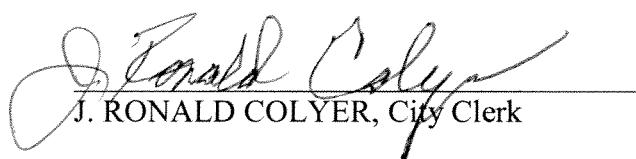
I, J. Ronald Colyer, hereby certify that I am the duly elected and acting City Clerk of the City of Columbia, Illinois and as such I am the keeper of the books, records, files and corporate seal of said City.

I do further certify that Ordinance No. 2895, entitled:

**"AN ORDINANCE TO AUTHORIZE AN AGREEMENT TO  
EMPLOY HENEGHAN AND ASSOCIATES, P.C. OF  
COLUMBIA, ILLINOIS TO PERFORM PROFESSIONAL  
SERVICES ASSOCIATED WITH THE REPLACEMENT OF  
WATER LINES ALONG EVERGREEN LANE, LIBERTY  
STREET AND WASHINGTON STREET IN THE CITY OF  
COLUMBIA, ILLINOIS."**

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 6<sup>th</sup> day of September, 2011.

IN WITNESS WHEREOF, I have made and delivered this certificate for the uses and purposes hereinabove set forth this 6<sup>th</sup> day of September, 2011.



J. RONALD COLYER, City Clerk

(SEAL)



# HENE GHAN AND ASSOCIATES, P.C.

CIVIL ENGINEERS • LAND SURVEYORS

WWW.HAENGR.COM

Since 1986

TO: City of Columbia  
208 South Rapp Street  
Columbia, IL 62236

PHONE: ( 618 ) 281-7144

FROM: James M. Vogt, P.E., P.L.S.  
FILE NO.: PII-61  
DATE: August 26, 2011  
FAX: \_\_\_\_\_  
CELL: \_\_\_\_\_

## WORK ORDER

On August 19, 2011, Heneghan and Associates, P.C. was verbally instructed by  
Mr. Ron Williams, P.E. to perform certain professional services. The scope of work  
outlined and understood by us as follows:

SEE THE ATTACHED PROPOSAL DATED AUGUST 26, 2011.

Total  Estimated  Fixed Fee Amount of compensation \$ 24,960.00  
Price Quote is good for 30 days.

Please sign and return to our office, the enclosed copy of the Work Order if the information contained herein  
is in accordance with your instructions. By signing this Work Order you guarantee to make full payment  
prior to release of plats, plans, etc. unless agreed to in writing prior to commencement of work.

Professional services contained herein can be expected to begin upon receipt of the signed Work Order and a  
Retainer Fee of \$ N/A Payment in full will be due prior to release of documents.

**The services defined in this Work Order are governed by the General Conditions on the  
reverse side of this Work Order. Please read and agree to the General Conditions before  
signing below.**

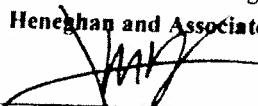
Accepted and Payment Guaranteed by:

X

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Sincerely, James M. Vogt, P.E., P.L.S.

  
Heneghan and Associates, P.C.

Title: Project Engineer

Date: August 26, 2011

838 East McCord  
Centrake, IL 62801  
(P) 618-533-6525  
(F) 618-533-6532

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5213 Mae Drive, Suite D  
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(F) 618-466-8078

1004 State Highway 16  
Jerseyville, IL 62052  
(P) 618-498-6418  
(F) 618-498-6410

**"DEDICATING OUR SERVICES TO STRENGTHEN CLIENT TRUST"**

## GENERAL CONDITIONS

### **BY SIGNING THE FRONT OF THIS WORK ORDER, YOU ARE STATING YOU ARE IN AGREEMENT WITH THE FOLLOWING:**

**INDEMNIFICATION:** The Client shall indemnify and hold harmless **HENEGHAN AND ASSOCIATES, P.C. (H&A)** and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client, or anyone for whose acts any of them may be liable.

**TERMS OF PAYMENT:** Unless otherwise provided for in this contract **H&A** will submit monthly invoices for work which has been completed. Each invoice is due and payable within 15 days of invoice date, after which it will be deemed Past Due. Any Past Due invoice will be assessed a late charge of 1-1/2% per month, or fraction of a month, or the highest lawful interest rate of the state in which the Client's office is located. If the invoice becomes 30 days Past Due, work on the project will be stopped until the balance is paid in full including charges for any unbilled work done. **H&A** retains the right to file a lien against the property if the invoice is 60 days or more Past Due. Fees are due and payable as outlined above and are in no way contingent on the Client obtaining funding or receiving funds from others. All documents and information including, but not limited to, Elevation Certificates, Plats of Survey, Blueprints, and Photocopies will not be released until invoices are paid in full.

#### **BILLING INFORMATION**

**STANDARD TIME BASIS:** Fees for professional and/or technical services which are to be performed in connection with any project on **H&A** Standard Time-Basis will be calculated as follows:

Charges shall be equal to total of (a) "Direct Hourly Rates", (b) "Reimbursable Expenses", (c) 110% of "Subcontract Expenses".

"Reimbursable Expenses" are defined as actual non-labor expenditures incurred on the project, including transportation, subsistence and other travel expenses, toll calls, printing of specifications, reproductions, blue prints, mailing and similar items, as approximately defined in NSPE Form 1910-1.

"Sub-contract Expenses" are defined as expenditures for specialized outside services, such as sub-consultants, special studies, professional estimators, explorations, aerial surveys, computer services, renderings, models, ownership searches, soil boring, soil testing, materials testing, etc.

**ESTIMATES OF FEES, BASED ON HOURLY RATE:** If an estimate of **H&A**'s fee is stated in this Proposal, the estimate shall not be considered a firm figure.

**FEES BILLED AS A PHASED FIXED FEE:** Phased Fixed Fee billings for professional services will be based upon **H&A**'s estimate of the proportion of the total services actually completed at the time of billing.

**RESPONSIBILITY OF H&A:** Basic services and associated responsibilities shall be in accordance with the terms and conditions outlined in the latest edition of NSPE Form 1910-1.

**RESPONSIBILITY OF ARCHITECT OR OWNER:** Services and associated responsibilities shall be in accordance with terms and conditions outlined in the latest edition of NSPE Form 1910-1.

**CONSTRUCTION OBSERVATION:** If, as a part of this contract, **H&A** is providing construction observation, **H&A** shall make visits to the construction site to observe the progress and quality of the contractor(s)' work to determine in general if such work is proceeding in accordance with the contract documents. **H&A** shall not be required to make exhaustive or continuous on-site inspections to check quality or quantity of such work. **H&A** shall not be responsible for the means, methods, techniques, sequences or procedures of construction or of the safety precautions and programs incident to the work of the contractor. **H&A** does not warrant or guarantee contractor(s)' work, and shall not be responsible for the failure of contractors to perform the work in accordance with the construction documents.

**CONSTRUCTION ESTIMATES:** **H&A** does not guarantee its opinions of probable construction cost. If the Client wishes greater assurance as to probable construction costs or if the Client wishes formal estimates, an Independent Cost Estimator should be employed. The Client shall advise **H&A** in writing at an early date the budgetary limitations for the overall project cost or construction cost. **H&A** will endeavor to work within those limitations. If requested, **H&A** will periodically submit opinions as to the probable construction cost.

**SURVEY ESTIMATE:** The reason for such a large range in the estimate is due to the fact that most, if not all, of the property corners should be monumented however, it is not known if all of these corners are still in place. The additional expense will be necessary if some of the corners are difficult to find, or if they have been destroyed. If difficult to find, we will have to establish control points and calculate a location; if they are destroyed or missing, we will have to re-establish them.

**LIMITATION OF LIABILITY:** The Owner agrees to limit the Design Professional's liability to the Owner and to all construction contractors and subcontractors on the project due to the Design Professional's negligent acts, errors, or omissions, such that the total aggregate liability of the Design Professional to all those named shall not exceed the total fee for services rendered under this Agreement, or \$50,000, whichever is greater.

**CONTRACTOR'S INSURANCE:** If, as part of this Agreement **H&A** is to prepare bid documents and/or owner-contractor contracts, the Client will provide **H&A** with all information as to insurance requirements to be carried by the construction contractor(s), if the Client does not provide this information to **H&A** in a timely fashion **H&A** will provide in the bid documents a set of insurance requirements which in the opinion of **H&A** may be appropriate for the job. Inasmuch as **H&A** is not in the business of advising on insurance matters, **H&A** does not guarantee the amount of insurance specified will be sufficient. The Client will hold **H&A** harmless in the event of any loss suffered as a result of insufficient insurance coverage.

**MEDIATION:** In an effort to resolve any conflicts that arise during the design and construction of the project or following the completion of the project, the client and **H&A** agree that all disputes between them arising out of or relating to this Agreement or the project shall be submitted to nonbinding mediation. The client and **H&A** further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

**REUSE OF DOCUMENTS:** All documents including, but not limited to, drawings, specifications, and electronic media (disks) furnished by **H&A** pursuant to this Agreement are instruments of this service in respect of the project. They are not intended or represented to be suitable for reuse by **H&A** or others on extensions of the project or on any other project. Any reuse without specific written verification or adaption by **H&A** will be at Client's sole risk and without liability or legal exposure to **H&A** and Client shall indemnify and hold harmless **H&A** from all claims, damages, losses and expenses including attorney's fees arising out of or resulting there from. Any such verification or adaptation will entitle **H&A** to further compensation at rates to be agreed upon by Client and **H&A**.

**TERMINATION:** This Agreement is subject to termination by Client or **H&A** should the other fail to perform its obligations hereunder. In the event of any termination, **H&A** will be paid for all services rendered to the date of termination, all reimbursable expenses and reimbursable termination expenses, including reasonable attorney fees and costs.

**MISCELLANEOUS:** If the Client issues a Purchase Order of which this Proposal becomes a part the terms of this Proposal will take precedence in the event of conflict of terms. This document shall be governed by the laws of the State of Illinois. In the event that any part of this document is held invalid to any court of competent jurisdiction the remainder of the Agreement shall remain in full force and effect.



# HENEGHAN AND ASSOCIATES, P.C.

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*Since 1986*

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August 26, 2011

Mr. Ron Williams, P.E.  
City Engineer/Public Works Director  
City of Columbia  
208 South Rapp Street  
Columbia, IL 62236

RE: Evergreen Lane, Liberty  
Street, and Washington Street  
Water Main Replacements

Dear Ron:

Heneghan and Associates, P.C. is pleased to present this  
Proposal for Professional Engineering and Land Surveying  
services in reference to the subject project.

The scope of our work will be as follows:

1. Research of Land Survey records in our office files and at the Monroe County Courthouse. Courthouse research will be needed to obtain subdivision plats; 2 for Evergreen and 2 for Washington and Liberty Street.
2. Send project location map and letter to utility companies notifying them of the proposed construction in the area and requesting information on their utilities in the area.
3. Locate the Right-of-Way of Evergreen Lane, Liberty Street, and Washington Street.
4. Locate existing monumentation for property lines along the above noted corridor. Remaining lot lines will be approximated from record information.
5. Provide topographic survey from the edge of pavement on the opposite side of the street of where the existing water line is located and to 20 feet from the edge of pavement on the side of the street where the existing water line is located along the corridor defined in Item 3 above. Vertical elevation to be based on the available benchmarks near each site. Survey will show the edge of pavement, edge of aggregate shoulder, back of curb, sidewalk, driveways, trees, bushes, culverts, and all visible improvements

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- and utilities within the above noted areas.
- 6. Coordinate with the City of Columbia Public Works Department on project development.
- 7. Add utility information to plans from available record drawings and field located information.
- 8. Develop base sheets showing the Right-of-Way, approximate property lines, available utility information, and gathered topographic information. Plans shall be developed at a horizontal scale of 1"=20' and shall show 1 foot contours. Plans to include sufficient control points and benchmarks to allow for contractor staking. Profiles shall be developed at a horizontal scale of 1"=20' and a vertical scale of 1"=5'. Profiles shall show existing ground, proposed water main and proposed crossings.
- 9. Plans will be field checked with client to verify the visible improvements are shown.
- 10. Prepare preliminary plans to include plan & profiles, Details, Materials and Testing Specifications, etc.
- 11. Meet with client to review preliminary plans.
- 12. Send preliminary plans and letter to the utility companies.
- 13. Prepare Final Plans incorporating the input from the client and the utility companies.
- 14. Prepare water line permit applications and submittal to IEPA.
- 15. Provide copies of plans and the permit application to client.

We propose to perform the above described work for a total **FIXED FEE** of Twenty-four Thousand Nine Hundred Sixty Dollars (\$24,960.00).

**Invoices will be submitted on a monthly basis. Payment will be expected within 30 days from the date of the Invoice.**

The following items are **NOT INCLUDED** within our scope of work.

- 1. To arrange for a "JULIE" locate or time to meet with utility companies to pot hole any conflicting utilities.
- 2. Any soil borings, classifications of soils, or indication of buried items.
- 3. Preparation of Easement Plats and Legal Descriptions, as well as possible additional survey to define property lines.
- 4. Any litigation, preparation for litigation, or related work for condemnation and/or 3<sup>rd</sup> party lawsuits.

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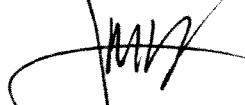
5. Additional field survey time for staking of the Right-of-Way, property lines, easements or for construction staking.

Our office would be willing to assist the City of Columbia and provide any of the identified "**Items Not Included**" or any other additional services that may arise, on an hourly basis. The fee for any additional services would be based on actual man-hours worked, charged in accordance with our hourly Rate Schedule that is in effect at the time the request is made, and agreed to through our Change Order form.

We look forward to working with you on this project. We are in a position to begin work within one (1) week of receipt your Notice to Proceed. For your convenience, we have enclosed our WORK ORDER. If you feel that you are in a position to accept this Proposal as outlined above, please sign the WORK ORDER, where indicated, and return one copy to our office. Receipt of the signed work order shall serve as our Notice to Proceed. Before we can begin work on this project, it is necessary that we receive a signed copy of the WORK ORDER for our file.

If you have any questions concerning this Proposal, please contact me at (618) 281-8133.

Sincerely,  
Heneghan and Associates, P.C.



James M. Vogt, P.E., P.L.S.  
Project Engineer

Enclosure  
Pl1-61.prop

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