

ORDINANCE NO. 2589

SEP 04 2007

*Wiley Jaffee*  
City Clerk

**AN ORDINANCE TO ALLOW TWO (2) AMENDMENTS TO  
A PUBLIC WORKS ENGINEERING AGREEMENT DATED  
NOVEMBER 14, 2005 BETWEEN THE CITY OF  
COLUMBIA, ILLINOIS AND HORNER & SHIFRIN, INC.  
FOR THE DESIGN AND CONSTRUCTION ENGINEERING  
SERVICES REQUIRED FOR THE CONSTRUCTION OF  
THE FISH LAKE INTERCHANGE ON FEDERAL  
HIGHWAY I-255 IN THE CITY OF COLUMBIA, ILLINOIS**

WHEREAS, the City of Columbia, Illinois (the "City") made and entered into a Public Works Contract on November 14, 2005 to employ Horner & Shifrin, Inc. to provide the engineering and related services required for the location and construction of a highway interchange at or near the Fish Lake Overpass on Federal Aid Highway I-255 in the City and in conjunction therewith the City made and entered into an Indemnity Agreement with Columbia Crossing, LLC, to require that said developer will make all payments due from the City under said Public Works Contract with Horner & Shifrin, Inc. and made and entered into an agreement with Horner & Shifrin, Inc., whereby said engineering company agreed to rely upon said developer for the payments due under the Public Works Contract and to release the City from any liability or obligation to pay the same except for payments the City would receive from the developer to be used for the payments due Horner & Shifrin, Inc. under said Public Works Contract;

WHEREAS, the developer has requested and Horner & Shifrin, Inc. has provided and is providing additional engineering and construction related services under said Public Works Contract which require two (2) amendments of the original November 14, 2005 Public Works Contract; and,

WHEREAS, it is necessary and appropriate that the City shall enact this Ordinance to authorize two (2) amendments to said Public Works Contract between Columbia Crossing, LLC, and the City in order to increase the scope of services and work involved in said Public Works Contract and to increase the payments due under said contract; and for the purpose of approving the form of the said amendments.

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 First Amendment to the Public Works Contract aforesaid, being entitled "Exhibit 'F' - Amendment No. 1 to Agreement for Professional Services" which is attached hereto as Exhibit "1" and by reference made part hereof, which amendment

adds an additional cost of Ninety-Five Thousand Three Hundred Sixty-Five Dollars (\$95,360.00) to the original Public Works Contract amount of One Million Two Hundred Forty-Five Thousand Dollars (\$1,245,000.00), and increases the contract price to One Million Three Hundred Forty Thousand Three Hundred Sixty Dollars (\$1,340,360.00), is hereby approved as to form. The Mayor is hereby authorized and directed to execute the same, for and on behalf of the City, 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.** The Second Amendment to the Public Works Contract aforesaid, being entitled "Exhibit 'F' - Amendment No. 2 to Agreement for Professional Services" which is attached hereto as Exhibit "2" and by reference made part hereof, which amendment adds an additional cost of One Hundred Fifty-Six Thousand Five Hundred Dollars (\$156,500.00) to the original Public Works Contract amount of One Million Two Hundred Forty-Five Thousand Dollars (\$1,245,000.00) and which increased the contract price to One Million Four Hundred Ninety-Six Thousand Eight Hundred Sixty Dollars (\$1,496,860.00) is hereby approved as to form. The Mayor is hereby authorized and directed to execute the same, for and on behalf of the City, 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 4.** This Ordinance shall be in full force and effect, from and after its passage and approval, as provided by law.

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

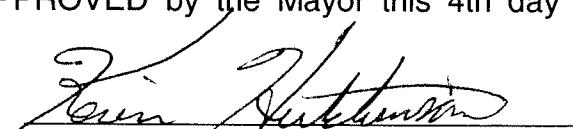
YEAS: Aldermen Ebersohl, Agne, Niemietz, Row, Stumpf and Mayor Hutchinson.

NAYS: Aldermen Unnerstall, Hejna and Oberkfell.

ABSENT: None.

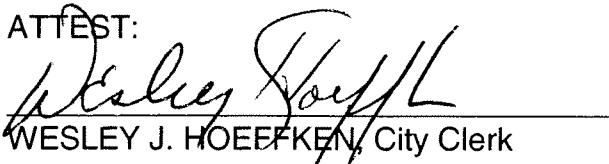
ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor this 4th day of September, 2007.



KEVIN B. HUTCHINSON, Mayor

ATTEST:



WESLEY J. HOEFFKEN, City Clerk

(SEAL)

Exhibit "F"

**AMENDMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES**

On the date written below, the Agreement between Horner & Shifrin, Inc. (ENGINEER) and City of Columbia (OWNER) dated November 14, 2005 pertaining to the Columbia Crossing Interchange Project, is hereby amended only in the respects set forth below.

**Scope of Services**

The scope of professional services covered by the referenced Agreement shall hereby be modified in accordance with the ENGINEER's proposal dated March 5, 2007, and attached hereto as Exhibit I.

**Compensation**

The amount of compensation to be paid by OWNER to ENGINEER for performance of the professional services covered by the referenced Agreement shall hereby be modified as indicated below:

Original Maximum Cost-Not-to-be-Exceeded (or Lump Sum)	\$ 1,245,000.00
Total Cost of All Previous Contract Amendments	\$ 0.00
Cost Associated with this Contract Amendment: Add or (Deduct)	\$ 95,360.00
Net Revised Maximum Cost-Not-to-be-Exceeded (or Lump Sum)	\$ 1,340,360.00

**Completion Schedule**

The amount of time allotted by OWNER to ENGINEER for performance of the professional services covered by the referenced Agreement shall hereby be modified as indicated below:

Original Notice to ENGINEER to Proceed with Services	Date 11/14/2005
Original Completion Period 690 calendar days	Date 10/05/2007
Total Add'l Days From All Previous Contract Amendments	0
Days Associated With This Amendment: Add or (Deduct)	+180
Net Revised Completion Date 04/02/2008	

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**ACCEPTED FOR ENGINEER:**

By:

A.J. Hanauer

Name

Vice President, Transportation  
Title

**ACCEPTED FOR OWNER:**

By:

Name

Title

Date: 6/27/07

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

Exhibit "F"  
**AMENDMENT NO. 2 TO AGREEMENT FOR PROFESSIONAL SERVICES**

On the date written below, the Agreement between Horner & Shifrin, Inc. (ENGINEER) and City of Columbia (OWNER) dated November 14, 2005 pertaining to the Columbia Crossing Interchange Project, is hereby amended only in the respects set forth below.

**Scope of Services**

The scope of professional services covered by the referenced Agreement shall hereby be modified in accordance with the proposal dated March 16, 2007, and attached hereto as Exhibit I.

**Compensation**

The amount of compensation to be paid by OWNER to ENGINEER for performance of the professional services covered by the referenced Agreement shall hereby be modified as indicated below:

Original Maximum Cost-Not-to-be-Exceeded (or Lump Sum)	\$ 1,245,000.00
Total Cost of All Previous Contract Amendments	\$ 95,360.00
Cost Associated with this Contract Amendment: Add or (Deduct)	\$ 156,500.00
Net Revised Maximum Cost-Not-to-be-Exceeded (or Lump Sum)	\$ 1,496,860.00

**Completion Schedule**

The amount of time allotted by OWNER to ENGINEER for performance of the professional services covered by the referenced Agreement shall hereby be modified as indicated below:

Original Notice to ENGINEER to Proceed with Services	Date	11/14/2005
Original Completion Period 690 calendar days	Date	10/05/2007
Total Add'l Days From All Previous Contract Amendments +180		
Days Associated With This Amendment: Add or (Deduct)	+0	
Net Revised Completion Date 04/02/2008		

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**ACCEPTED FOR ENGINEER:**

By: \_\_\_\_\_

Name \_\_\_\_\_

Vice President, Transportation

Title \_\_\_\_\_

**ACCEPTED FOR OWNER:**

By: \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date: 7/12/07

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