# AGENDA
Board of Trustees Meeting
Madison County Mass Transit District
9:30 a.m., Thursday, March 26, 2015
One Transit Way, Granite City, Illinois

<table>
<thead>
<tr>
<th>Item</th>
<th>Recommendation</th>
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<tbody>
<tr>
<td><strong>I.</strong> Pledge of Allegiance.</td>
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<tr>
<td><strong>II.</strong> Call to Order: Roll Call.</td>
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<tr>
<td><strong>III.</strong> Consideration of the minutes of the February 26, 2015 regular meeting for inclusion in the official records of the District.</td>
<td>Approval</td>
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<tr>
<td><strong>IV.</strong> Public Comments.</td>
<td></td>
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<td><strong>V.</strong> Financial:</td>
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<tr>
<td>A. Payments and Claims: Consideration of the February 2015 claims for payment.</td>
<td>Approval</td>
</tr>
<tr>
<td>C. Resolution 15-25 Amending the FY2015 Operating Budget.</td>
<td>Approval</td>
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<td><strong>VI.</strong> Transit Service:</td>
<td></td>
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<tr>
<td>A. Managing Director's Report: Jerry J. Kane.</td>
<td>Information</td>
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<tr>
<td>B. Resolution 15-26 Authorizing the award of contract for the purchase and delivery of five (5) 7-passenger vehicles for service in the RideFinders Regional Vanpool Program.</td>
<td>Approval</td>
</tr>
<tr>
<td>C. Resolution 15-27 Authorizing the execution of an agreement with the Illinois Department of Transportation for Congestion Mitigation and Air Quality funds for the RideFinders Regional Rideshare Program.</td>
<td>Approval</td>
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<td>D. Resolution 15-28 Authorizing the filing of application with the Federal Transit Administration for Section 5307 grant funds for the construction of the MCT Transit Operations Center including Safety and Security Enhancements.</td>
<td>Approval</td>
</tr>
<tr>
<td>E. Resolution 15-29 Authorizing the submittal of the FY2016 - FY2019 Transportation Improvement Program.</td>
<td>Approval</td>
</tr>
<tr>
<td>F. Resolution 15-30 Authorizing the award of contract for the installation of security fencing.</td>
<td>Approval</td>
</tr>
<tr>
<td>G. Resolution 15-31 Authorizing the award of contract for design engineering services.</td>
<td>Approval</td>
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<td><strong>VII.</strong> Other Business:</td>
<td></td>
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<tr>
<td><strong>VIII.</strong> Executive session to discuss the acquisition, and/or sale or lease of property, and/or security, and/or litigation (5ILCS 120/2 et. seq., 2(c)5, 2(c)6, 2(c)8, and 2(c)11 of the Open Meetings Act).</td>
<td>Approval</td>
</tr>
<tr>
<td><strong>IX.</strong> Adjournment.</td>
<td>Approval</td>
</tr>
</tbody>
</table>
MINUTES
Board of Trustees Meeting
Madison County Mass Transit District
9:30 a.m., Thursday, February 26, 2015
One Transit Way, Granite City, Illinois

I. Pledge of Allegiance

Chairman Corbett led the reciting of the Pledge of Allegiance.

II. Call to Order: Roll Call

Chairman Corbett called the meeting to order at 9:34 a.m.

MEMBERS PRESENT: Daniel Corbett, J. Terry Allan, Edward Hagnauer, and Bruce Malone (arrived at 9:41 a.m.)

MEMBERS ABSENT: Rose Marie Chadwick

OTHERS PRESENT: Jerry Kane, Managing Director; John Papa, Legal Counsel; Mary Ruth Kettenbach, ACT; and Erin Werner, ACT

III. Consideration of the Minutes of January 29, 2015

TRUSTEE ALLAN MADE THE MOTION, SECONDED BY TRUSTEE HAGNAUER, TO APPROVE THE MINUTES OF THE JANUARY 29, 2015, REGULAR MEETING FOR INCLUSION IN THE OFFICIAL RECORDS OF THE DISTRICT.

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN AYE
ROSE MARIE CHADWICK ABSENT
DANIEL CORBETT AYE
EDWARD HAGNAUER AYE
BRUCE MALONE ABSENT

ALL AYES. NO NAYS. MOTION CARRIED.

IV. Public Comments

No public comments were presented.

V. Financial

A. Payments and Claims: Consideration of the January 2015 claims for payment: Managing Director Jerry Kane submitted the payments and claims.

TRUSTEE HAGNAUER MADE THE MOTION, SECONDED BY TRUSTEE ALLAN, TO APPROVE THE PAYMENTS AND CLAIMS FOR JANUARY 2015, EXCLUDING THE PAYMENTS AND CLAIMS TO GRANITE CITY TOWNSHIP AND THE GRANITE CITY TREASURER.
A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN          AYE
ROSE MARIE CHADWICK     ABSENT
DANIEL CORBETT          AYE
EDWARD HAGNAUER         AYE
BRUCE MALONE            ABSENT

ALL AYES. NO NAYS. MOTION CARRIED.

TRUSTEE ALLAN MADE THE MOTION, SECONDED BY CHAIRMAN CORBETT, TO APPROVE THE PAYMENTS AND CLAIMS TO GRANITE CITY TOWNSHIP AND THE GRANITE CITY TREASURER FOR JANUARY 2015.

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN          AYE
ROSE MARIE CHADWICK     ABSENT
DANIEL CORBETT          AYE
EDWARD HAGNAUER         ABSTAIN
BRUCE MALONE            ABSENT

ALL AYES. NO NAYS. TRUSTEE HAGNAUER ABSTAINED. MOTION CARRIED.


TRUSTEE ALLAN MADE THE MOTION, SECONDED BY TRUSTEE HAGNAUER, TO APPROVE THE MONTHLY FINANCIAL REPORT AS OF JANUARY 31, 2015.

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN          AYE
ROSE MARIE CHADWICK     ABSENT
DANIEL CORBETT          AYE
EDWARD HAGNAUER         AYE
BRUCE MALONE            ABSENT

ALL AYES. NO NAYS. MOTION CARRIED.

VI. Transit Service

A. Managing Director’s Report: Jerry Kane presented the report.

B. TRUSTEE HAGNAUER MADE THE MOTION, SECONDED BY TRUSTEE ALLAN, TO APPROVE THE PROPOSED 2015 SERVICE CHANGES – PHASE II.

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN          AYE
ROSE MARIE CHADWICK     ABSENT
DANIEL CORBETT          AYE
EDWARD HAGNAUER         AYE
BRUCE MALONE            AYE

ALL AYES. NO NAYS. MOTION CARRIED.
C. Troy Park and Ride Lot engineering/architectural services: Jerry Kane discussed engineering/architectural services for Troy Park and Ride Lot.

D. TRUSTEE ALLAN MADE THE MOTION, SECONDED BY TRUSTEE MALONE, TO APPROVE THE FOLLOWING RESOLUTIONS:

15-21 AUTHORIZING THE AWARD OF CONTRACT FOR THE PURCHASE OF A FORKLIFT

15-22 AUTHORIZING THE AWARD OF CONTRACT FOR THE PURCHASE OF A FLOOR SCRUBBER

15-23 AUTHORIZING THE EXECUTION OF MOTOR VEHICLE LEASE AND/OR MAINTENANCE AGREEMENTS

15-24 AUTHORIZING THE AWARD OF CONTRACT FOR WIRELESS NETWORK ACCESS POINTS

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN AYE
ROSE MARIE CHADWICK ABSENT
DANIEL CORBETT AYE
EDWARD HAGNAUER AYE
BRUCE MALONE AYE

ALL AYES. NO NAYS. MOTION CARRIED.

VII. Other Business

No items were presented.

VIII. Executive session to discuss the acquisition, and/or sale or lease of property, and/or security, and/or litigation (5ILCS 120/2 et. seq., 2(c)5, 2(c)6, 2(c)8, and 2(c)11 of the Open Meetings Act)

TRUSTEE MALONE MADE THE MOTION, SECONDED BY TRUSTEE HAGNAUER, TO MOVE IN TO EXECUTIVE SESSION TO DISCUSS THE ACQUISITION, AND/OR SALE OR LEASE OF PROPERTY, AND/OR SECURITY, AND/OR LITIGATION (5ILCS 120/2 ET. SEQ., 2(C)5, 2(C)6, 2(C)8, AND 2(C)11 OF THE OPEN MEETINGS ACT).

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN AYE
ROSE MARIE CHADWICK ABSENT
DANIEL CORBETT AYE
EDWARD HAGNAUER AYE
BRUCE MALONE AYE

ALL AYES. NO NAYS. MOTION CARRIED

TRUSTEE HAGNAUER MADE THE MOTION, SECONDED BY TRUSTEE MALONE, TO RETURN TO REGULAR SESSION.
A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN          AYE
ROSE MARIE CHADWICK     ABSENT
DANIEL CORBETT          AYE
EDWARD HAGNAUER        AYE
BRUCE MALONE           AYE

ALL AYES. NO NAYS. MOTION CARRIED.

IX.  Adjournment

TRUSTEE ALLAN MADE THE MOTION, SECONDED BY TRUSTEE HAGNAUER TO ADJOURN.

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN          AYE
ROSE MARIE CHADWICK     ABSENT
DANIEL CORBETT          AYE
EDWARD HAGNAUER        AYE
BRUCE MALONE           AYE

ALL AYES. NO NAYS. MOTION CARRIED.

Meeting adjourned at 10:11 a.m.

Respectfully submitted:

Erin Werner
RESOLUTION 15-25

AMENDING THE FY2015 OPERATING BUDGET

WHEREAS, the Madison County Mass Transit District was created in December 1980 by resolution of the Madison County Board pursuant to Section 3, of the Local Mass Transit District Act, approved July 21, 1959, as amended (70 ILCS 3610/1 et seq.); and,

WHEREAS, on June 26, 2014, the District adopted an Operating Budget for fiscal period July 1, 2014 through June 30, 2015; and,

WHEREAS, the continuation of the transportation service relies on the fiscal integrity of the District and a responsible program of expenditures.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MADISON COUNTY MASS TRANSIT DISTRICT THAT:

1. Amend the Operating Budget for fiscal period July 1, 2014 through June 30, 2015 as follows:

<table>
<thead>
<tr>
<th>Revenue</th>
<th>Adjusted Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>IDOT Operating Assistance</td>
<td>$14,513,000</td>
</tr>
<tr>
<td>JARC</td>
<td>$242,752</td>
</tr>
</tbody>
</table>

<table>
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<tr>
<th>Expenses</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Fixed Route and Paratransit</td>
<td>$22,500,000</td>
</tr>
<tr>
<td>Facilities Maintenance</td>
<td>$860,000</td>
</tr>
</tbody>
</table>

2. Authorizes the Managing Director of the Madison County Mass Transit District to take any and all actions as reasonably necessary to execute, complete, and perform all obligations associated with the Operating Budget as amended and the intent and purposes of this Resolution, including the preambles hereto, on behalf of and in a manner most beneficial to the Madison County Mass Transit District.

ADOPTED, by the Board of Trustees of the Madison County Mass Transit District, Madison County, Illinois, on this twenty-sixth day of March 2015.

Daniel L. Corbett, Chairman

J. Terry Allan

Edward A. Hagnauer

Rose Marie Chadwick

Bruce A. Malone

APPROVED as to Form:

John T. Papa, Legal Counsel
CERTIFICATE

I, Erin Werner, do hereby certify that I am the fully qualified and acting Secretary of the Board of Trustees of the Madison County Mass Transit District, and as such Secretary, I am the keeper of the records and files of the Madison County Mass Transit District.

I do further certify that at a duly constituted and legally convened meeting of the Board of Trustees of the Madison County Mass Transit District held on Thursday, March 26, 2015, a resolution was adopted in full accordance and conformity with the by-laws of the Madison County Mass Transit District and the statutes of the State of Illinois, as made and provided, and that the following is a full, complete and true copy of the pertinent provisions of said Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MADISON COUNTY MASS TRANSIT DISTRICT THAT:

1. Amend the Operating Budget for fiscal period July 1, 2014 through June 30, 2015 as follows:

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2. Authorizes the Managing Director of the Madison County Mass Transit District to take any and all actions as reasonably necessary to execute, complete, and perform all obligations associated with the Operating Budget as amended and the intent and purposes of this Resolution, including the preambles hereto, on behalf of and in a manner most beneficial to the Madison County Mass Transit District.

I further certify that the original of the complete said resolution is on file in the records of the Madison County Mass Transit District in my custody. I do further certify that the foregoing Resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto affixed my official signature as Secretary of the Madison County Mass Transit District on this twenty-sixth day of March 2015.

Erin Werner
RESOLUTION 15-26

AUTHORIZING THE AWARD OF CONTRACT
FOR THE PURCHASE AND DELIVERY OF FIVE (5) 7-PASSENGER VEHICLES
FOR SERVICE IN THE RIDEFINDERS REGIONAL VANPOOL PROGRAM

WHEREAS, the Madison County Mass Transit District (District) was chosen by the St. Louis region’s Metropolitan Planning Organization, the East West Gateway Council of Governments, to administer the area’s regional rideshare program known as RideFinders; and,

WHEREAS, RideFinders offers a variety of successful programs for the region’s commuting public, including a vanpool program for groups commuting to common employment centers, thereby reducing traffic congestion and air pollution; and,

WHEREAS, the success of the vanpool program has resulted in the need for five (5) 7-passenger vehicles for vanpool purposes; and,

WHEREAS, the District is a registered member of the State of Illinois Joint Purchasing Program; and,

WHEREAS, 2015 model year Dodge Grand Caravan 7-passenger minivans are available for purchase at a cost of nineteen thousand, nine hundred sixty-three dollars ($19,963.00) per vehicle through the State of Illinois’ vehicle contract with Wright Automotive, Inc., of Hillsboro, Illinois; and,

WHEREAS, the staff recommends a contract be awarded to Wright Automotive, Inc., in the amount of ninety-nine thousand, eight hundred fifteen dollars ($99,815.00) for the purchase and delivery of five (5) 2015 model year Dodge Grand Caravans for use in the RideFinders Vanpool Program; and,

WHEREAS, a price analysis concluded the vehicle price to be fair and reasonable and a responsibility determination concluded the firm has the capacity to provide the vehicles as requested; and,

WHEREAS, Congestion Mitigation and Air Quality (CMAQ) grant funds are available, through a grant administered by the Federal Transit Administration, for the entire purchase of the vehicles, therefore requiring no local match by the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MADISON COUNTY MASS TRANSIT DISTRICT THAT:

1. Madison County Mass Transit District award a contract to Wright Automotive, Inc., Hillsboro, Illinois, in the amount of ninety-nine thousand, eight hundred fifteen dollars ($99,815) for the purchase and delivery of five (5) 2015 model year Dodge Grand Caravans for use in the RideFinders Vanpool Program.

2. Daniel L. Corbett, Chairman, J. Terry Allan, Vice Chairman, and/or Jerry J. Kane, Managing Director, of the Madison County Mass Transit District, are hereby authorized and directed to take all action necessary to execute, complete, and perform all obligations associated with the contract, including any and all change orders on behalf of and in a manner most beneficial to the Madison County Mass Transit District.
ADOPTED by the Madison County Mass Transit District, Madison County, Illinois, on this twenty-sixth day of March 2015.

Daniel L. Corbett, Chairman

J. Terry Allan
Rose Marie Chadwick

Edward A. Hagrauer
Bruce A. Malone

APPROVED as to Form:

John T. Papa, Legal Counsel
CERTIFICATE

I, Erin Werner, do hereby certify that I am the fully qualified and acting Secretary of the Board of Trustees of the Madison County Mass Transit District, and as such Secretary, I am the keeper of the records and files of the Madison County Mass Transit District.

I do further certify that at a duly constituted and legally convened meeting of the Board of Trustees of the Madison County Mass Transit District held on Thursday, March 26, 2015, a resolution was adopted in full accordance and conformity with the by-laws of the Madison County Mass Transit District and the statutes of the State of Illinois, as made and provided, and that the following is a full, complete, and true copy of the pertinent provisions of said Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MADISON COUNTY MASS TRANSIT DISTRICT THAT:

1. Madison County Mass Transit District award a contract to Wright Automotive, Inc., Hillsboro, Illinois, in the amount of ninety-nine thousand, eight hundred fifteen dollars ($99,815) for the purchase and delivery of five (5) 2015 model year Dodge Grand Caravans for use in the RideFinders Vanpool Program.

2. Daniel L. Corbett, Chairman, J. Terry Allan, Vice Chairman, and/or Jerry J. Kane, Managing Director, of the Madison County Mass Transit District, are hereby authorized and directed to take all action necessary to execute, complete, and perform all obligations associated with the contract, including any and all change orders on behalf of and in a manner most beneficial to the Madison County Mass Transit District.

I further certify that the original of the complete said resolution is on file in the records of the Madison County Mass Transit District in my custody. I do further certify that the foregoing Resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto affixed my official signature as Secretary of the Madison County Mass Transit District on this twenty-sixth day of March 2015.

__________________________
Erin Werner
To: Board of Trustees
From: Jerry Kane, Managing Director
     Penny Brown, Procurement Specialist
Subject: Minivans for RideFinders Program
Date: March 16, 2015

Commuters in the St. Louis metropolitan region have expressed an interest in using 7-passenger vehicles for vanpool purposes. The RideFinders program currently does not offer 7-passenger vehicles.

The addition of five 7-passenger vehicles to the RideFinders vanpool fleet is estimated to be a sufficient quantity for 7-passenger vanpool formations over a one year period.

The Federal Transit Administration encourages grantees to utilize state intergovernmental agreements for procurements of common goods and services. Model year 2015 Dodge Grand Caravan 7-passenger minivans are available for purchase through the State of Illinois Joint Purchasing Program at a cost of $19,963 each. As a registered member of the Illinois Joint Purchasing Program, the District is eligible to purchase its requirement of five minivans through the state’s contract with Wright Automotive Inc. out of Hillsboro, Illinois.

The price from Wright Automotive Inc. has been deemed fair and reasonable. A responsibility determination concluded they have the capacity to provide the vehicles as requested.

Recommendation is being made for a contract award to Wright Automotive Inc. in the amount of $99,815 for the purchase and delivery of five 2015 Dodge Grand Caravans.

Financial assistance for this purchase will be provided with 100% CMAQ funds by a grant administered by the Federal Transit Administration.
RESOLUTION 15-27

AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR CONGESTION MITIGATION AND AIR QUALITY FUNDS FOR THE RIDEFINDERS REGIONAL RIDESHARE PROGRAM

WHEREAS, 23 U.S.C. § 149 authorizes the funding of projects providing for Congestion Mitigation and Air Quality (CMAQ); and,

WHEREAS, the State of Illinois, Department of Transportation is an agency designated to receive and dispense such funds; and,

WHEREAS, the Madison County Mass Transit District operates the St. Louis regional rideshare program known as RideFinders; and,

WHEREAS, the District has been awarded four hundred seventy thousand dollars ($470,000) of CMAQ grant funds to increase the awareness, interest, and participation of employers, employees, and commuters in the RideFinders Regional Rideshare Program; and,

WHEREAS, it has been determined to be in the best interest of the District and the public it serves to execute an agreement with the State of Illinois, Department of Transportation for said project.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MADISON COUNTY MASS TRANSIT DISTRICT THAT:

1. Madison County Mass Transit District enter into an agreement with the State of Illinois, Department of Transportation in order to obtain four hundred seventy thousand dollars ($470,000) of Congestion Mitigation and Air Quality grant funds to increase the awareness, interest, and participation of employers, employees, and commuters in the RideFinders Regional Rideshare Program.

2. Jerry J. Kane, Managing Director of the Madison County Mass Transit District, is hereby authorized to take all action necessary to execute, complete, and perform all obligations associated with the agreement, including any and all change orders and amendments, on behalf of and in a manner most beneficial to the Madison County Mass Transit District.

ADOPTED by the Madison County Mass Transit District, Madison County, Illinois, on this twenty-sixth day of March 2015.

Daniel L. Corbett, Chairman

J. Terry Allan

Rose Marie Chadwick

Edward A. Hagnauer

Bruce A. Malone

APPROVED as to Form:

John T. Papa, Legal Counsel
CERTIFICATE

I, Erin Werner, do hereby certify that I am the fully qualified and acting Secretary of the Board of Trustees of the Madison County Mass Transit District, and as such Secretary, I am the keeper of the records and files of the Madison County Mass Transit District.

I do further certify that at a duly constituted and legally convened meeting of the Board of Trustees of the Madison County Mass Transit District held on Thursday, March 26, 2015, a resolution was adopted in full accordance and conformity with the by-laws of the Madison County Mass Transit District and the statutes of the State of Illinois, as made and provided, and that the following is a full, complete, and true copy of the pertinent provisions of said Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MADISON COUNTY MASS TRANSIT DISTRICT THAT:

1. Madison County Mass Transit District enter into an agreement with the State of Illinois, Department of Transportation in order to obtain four hundred seventy thousand dollars ($470,000) of Congestion Mitigation and Air Quality grant funds to increase the awareness, interest, and participation of employers, employees, and commuters in the RideFinders Regional Rideshare Program.

2. Jerry J. Kane, Managing Director of the Madison County Mass Transit District, is hereby authorized to take all action necessary to execute, complete, and perform all obligations associated with the agreement, including any and all change orders and amendments, on behalf of and in a manner most beneficial to the Madison County Mass Transit District.

I further certify that the original of the complete said resolution is on file in the records of the Madison County Mass Transit District in my custody. I do further certify that the foregoing Resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto affixed my official signature as Secretary of the Madison County Mass Transit District on this twenty-sixth day of March 2015.

[Signature]

Erin Werner
RESOLUTION 15-28

AUTHORIZING THE FILING OF APPLICATION WITH THE FEDERAL TRANSIT ADMINISTRATION FOR SECTION 5307 GRANT FUNDS FOR THE CONSTRUCTION OF THE MCT TRANSIT OPERATIONS CENTER INCLUDING SAFETY AND SECURITY ENHANCEMENTS

WHEREAS, the District has the responsibility to operate and maintain mass transit as a public service for the welfare of the residents of the District and the vitality of Madison County, Illinois; and,

WHEREAS, the District has spent more than thirteen million dollars of local funds over a period of 30 years to develop the Transit Operations Center as it exists today; and,

WHEREAS, the original building, opened in March 1987 was initially conceived to house only a modest county-wide paratransit operation, is stretched beyond its reasonable capacity as the District has developed into a multi-modal transportation provider offering public fixed route services, regional rideshare and vanpool opportunities, and a developed system of bikeways and trails that integrate with its transit system; and,

WHEREAS, in the ensuing years, as the District's mission grew, the Transit Operations Center continued to expand with the construction of the Fixed-Route Operations, Maintenance, Fuel, and Bus Wash buildings; and,

WHEREAS, significant inefficiencies are caused by the physical dispersion of administrative staff in four buildings spread over the Transit Operations Center campus; and,

WHEREAS, public access to the administration offices currently conflicts with transit operations, safety and security; and,

WHEREAS, the sum of three million, nine hundred seventy-three thousand, two hundred thirty-eight dollars ($3,973,238) of Federal Transit Administration Section 5307 formula grant funds have been allocated for use by the Madison County Mass Transit District for the construction of the MCT Transit Operations Center including Safety and Security Enhancements; and,

WHEREAS, the District is the recipient of a grant in the amount of six million dollars ($6,000,000) from the Illinois Department of Transportation, Division of Public and Intermodal Transportation, which will be used, in part, to fulfill the local match that is required by the Federal grant; and,

WHEREAS, it has been determined to be in the best interest of the District to submit an application to the Federal Transit Administration for Section 5307 grant funds for the construction of the MCT Transit Operations Center including Safety and Security Enhancements.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MADISON COUNTY MASS TRANSIT DISTRICT THAT:

1. Madison County Mass Transit District file an application with the Federal Transit Administration in order to obtain the sum of three million, nine hundred seventy-three thousand, two hundred thirty-eight dollars ($3,973,238) of Federal Transit Administration Section 5307 formula grant funds for the construction of the MCT Transit Operations Center including Safety and Security Enhancements.

2. Madison County Mass Transit District increase its Assigned Fund Balance by an amount necessary to obligate the local match, not to exceed twenty percent (20%) of the project amount.
3. Jerry J. Kane, Managing Director of the Madison County Mass Transit District, is hereby authorized to take all action necessary to execute, complete, and perform all obligations associated with the filing of said application.

4. Jerry J. Kane, Managing Director of the Madison County Mass Transit District, is hereby authorized to execute, complete, administer, and perform all obligations associated with any resulting contracts, furnish such additional information as may reasonably be required in connection with the aforesaid actions, and to take any and all such further actions as are necessary and appropriate, including any and all change orders and/or amendments, on behalf of and in a manner most beneficial to the Madison County Mass Transit District.

ADOPTED, by the Board of Trustees of the Madison County Mass Transit District, Madison County, Illinois, on this twenty-sixth day of March 2015.

Daniel L. Corbett, Chairman

J. Terry Allan

Rose Marie Chadwick

Edward A. Hagnauer

Bruce A. Malone

APPROVED as to Form:

John T. Papa, Legal Counsel
CERTIFICATE

I, Erin Werner, do hereby certify that I am the fully qualified and acting Secretary of the Board of Trustees of the Madison County Mass Transit District, and as such Secretary, I am the keeper of the records and files of the Madison County Mass Transit District.

I do further certify that at a duly constituted and legally convened meeting of the Board of Trustees of the Madison County Mass Transit District held on Thursday, March 26, 2015, a resolution was adopted in full accordance and conformity with the by-laws of the Madison County Mass Transit District and the statutes of the State of Illinois, as made and provided, and that the following is a full, complete and true copy of the pertinent provisions of said Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MADISON COUNTY MASS TRANSIT DISTRICT THAT:

1. Madison County Mass Transit District file an application with the Federal Transit Administration in order to obtain the sum of three million, nine hundred seventy-three thousand, two hundred thirty-eight dollars ($3,973,238) of Federal Transit Administration Section 5307 formula grant funds for the construction of the MCT Transit Operations Center including Safety and Security Enhancements.

2. Madison County Mass Transit District increase its Assigned Fund Balance by an amount necessary to obligate the local match, not to exceed twenty percent (20%) of the project amount.

3. Jerry J. Kane, Managing Director of the Madison County Mass Transit District, is hereby authorized to take all action necessary to execute, complete, and perform all obligations associated with the filing of said application.

4. Jerry J. Kane, Managing Director of the Madison County Mass Transit District, is hereby authorized to execute, complete, administer, and perform all obligations associated with any resulting contracts, furnish such additional information as may reasonably be required in connection with the aforesaid actions, and to take any and all such further actions as are necessary and appropriate, including any and all change orders and/or amendments, on behalf of and in a manner most beneficial to the Madison County Mass Transit District.

I further certify that the original of the complete said resolution is on file in the records of the Madison County Mass Transit District in my custody. I do further certify that the foregoing Resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto affixed my official signature as Secretary of the Madison County Mass Transit District on this twenty-sixth day of March 2015.

Erin Werner
RESOLUTION 15-29


WHEREAS, the Madison County Mass Transit District (District) was created in December 1980 by resolution of the Madison County Board pursuant to Section 3 of the Local Mass Transit District Act, approved July 21, 1959, as amended (70 ILCS 3610/1 et. seq.); and,

WHEREAS, the District is the recipient of federal transportation funding for use in the implementation of capital projects; and,

WHEREAS, the District is required to program the anticipated use of said funds through the established Regional and State planning processes; and,

WHEREAS, the East-West Gateway Council of Governments (EWGCG) is the St. Louis regional Metropolitan Planning Organization (MPO) responsible for administering the regional planning process and submitting the results, the Regional Transportation Improvement Program, to the applicable states; and,

WHEREAS, EWGCG has requested that the District submit a list of projects proposed for inclusion in the Regional Transportation Improvement Program for FY2016 – FY2019.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MADISON COUNTY MASS TRANSIT DISTRICT THAT:

1. Madison County Mass Transit District’s FY2016 – FY2019 Transportation Improvement Program, as attached, is hereby approved for submittal.

2. Daniel L. Corbett, Chairman, J. Terry Allan, Vice Chairman, and/or Jerry J. Kane, Managing Director of the Madison County Mass Transit District, are hereby authorized to submit the FY2016 – FY2019 Transportation Improvement Program to the East West Gateway Council of Governments.

3. Daniel L. Corbett, Chairman, J. Terry Allan, Vice Chairman, and/or Jerry J. Kane, Managing Director of the Madison County Mass Transit District, are hereby authorized to make any changes, additions and/or deletions to the Transportation Improvement Program as may be necessary to fulfill the mission of the District and funding opportunities.

4. Daniel L. Corbett, Chairman, J. Terry Allan, Vice Chairman, and/or Jerry J. Kane, Managing Director of the Madison County Mass Transit District, are hereby authorized to take all action necessary to complete and perform all obligations associated with the Transportation Improvement Program, including any and all amendments, on behalf of and in a manner most beneficial to the Madison County Mass Transit District.
ADOPTED by the Board of Trustees of the Madison County Mass Transit District, Madison County, Illinois, on this twenty-sixth day of March 2015.

[Signatures]
Daniel L. Corbett, Chairman

[Signatures]
J. Terry Allan
Rose Marie Chadwick

[Signatures]
Edward A. Hagnauer
Bruce A. Malone

APPROVED as to Form:

[Signature]
John T. Papa, Legal Counsel
<table>
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<tr>
<th>PROJECT</th>
<th>Previous TIP #</th>
<th>Total Project Cost for FFY2016 - 2019</th>
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<th>Funding Type</th>
<th>MCT Local</th>
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<td>Safe Routes to School Project (Granite City)</td>
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CERTIFICATE

I, Erin Werner, do hereby certify that I am the fully qualified and acting Secretary of the Board of Trustees of the Madison County Mass Transit District, and as such Secretary, I am the keeper of the records and files of the Madison County Mass Transit District.

I do further certify that at a duly constituted and legally convened meeting of the Board of Trustees of the Madison County Mass Transit District held on Thursday, March 26, 2015, a resolution was adopted in full accordance and conformity with the by-laws of the Madison County Mass Transit District and the statutes of the State of Illinois, as made and provided, and that the following is a full, complete, and true copy of the pertinent provisions of said Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MADISON COUNTY MASS TRANSIT DISTRICT THAT:

1. Madison County Mass Transit District's FY2016 – FY2019 Transportation Improvement Program, as attached, is hereby approved for submittal.

2. Daniel L. Corbett, Chairman, J. Terry Allan, Vice Chairman, and/or Jerry J. Kane, Managing Director of the Madison County Mass Transit District, are hereby authorized to submit the FY2016 – FY2019 Transportation Improvement Program to the East West Gateway Council of Governments.

3. Daniel L. Corbett, Chairman, J. Terry Allan, Vice Chairman, and/or Jerry J. Kane, Managing Director of the Madison County Mass Transit District, are hereby authorized to make any changes, additions and/or deletions to the Transportation Improvement Program as may be necessary to fulfill the mission of the District and funding opportunities.

4. Daniel L. Corbett, Chairman, J. Terry Allan, Vice Chairman, and/or Jerry J. Kane, Managing Director of the Madison County Mass Transit District, are hereby authorized to take all action necessary to complete and perform all obligations associated with the Transportation Improvement Program, including any and all amendments, on behalf of and in a manner most beneficial to the Madison County Mass Transit District.

I further certify that the original of the complete said resolution is on file in the records of the Madison County Mass Transit District in my custody. I do further certify that the foregoing Resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto affixed my official signature as Secretary of the Madison County Mass Transit District on this twenty-sixth day of March 2015.

Erin Werner
RESOLUTION 15-30

AUTHORIZING THE AWARD OF CONTRACT
FOR THE INSTALLATION OF SECURITY FENCING

WHEREAS, Madison County Mass Transit District (District) was created in December 1980 by resolution of the Madison County Board pursuant to Section 3 of the Local Mass Transit District Act, approved July 21, 1959, as amended (70 ILCS 3610/1 et. seq.); and,

WHEREAS, the District has determined the need to secure District owned property and buildings on Longfellow Avenue in Edwardsville; and,

WHEREAS, the District obtained four bids for the installation of security fencing at the Longfellow site; and,

WHEREAS, Collins & Hermann, Inc., of St. Louis, Missouri, submitted the low bid to install the fencing at the District's Longfellow site; and

WHEREAS, a price analysis concluded the bid price to be fair and reasonable; and,

WHEREAS, staff recommends a contract be awarded to Collins & Hermann, Inc., of St. Louis, Missouri, in the amount of fifty-seven thousand, one hundred twenty-two dollars and seventy-five cents ($57,122.75) for installation of security fencing at the Longfellow site in Edwardsville.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MADISON COUNTY MASS TRANSIT DISTRICT THAT:

1. Madison County Mass Transit District award a contract to Collins & Hermann, Inc., of St. Louis, Missouri, in the amount of fifty-seven thousand, one hundred twenty-two dollars and seventy-five cents ($57,122.75) for installation of security fencing on District owned property in Edwardsville, Illinois.

2. Daniel L. Corbett, Chairman, J. Terry Allan, Vice Chairman, and/or Jerry J. Kane, Managing Director, of the Madison County Mass Transit District, are hereby authorized and to take all action necessary to execute, complete, and perform all obligations associated with the contract, including any and all change orders, including coordination with the City of Edwardsville, and/or modifying the proposed location of the fence, on behalf of and in a manner most beneficial to the Madison County Mass Transit District.

ADOPTED by the Madison County Mass Transit District, Madison County, Illinois, on this twenty-sixth day of March 2015.

Daniel L. Corbett, Chairman

J. Terry Allan

Rose Marie Chadwick

Edward A. Hagnauer

Bruce A. Malone

APPROVED as to Form:

John T. Papa, Legal Counsel
CERTIFICATE

I, Erin Werner, do hereby certify that I am the fully qualified and acting Secretary of the Board of Trustees of the Madison County Mass Transit District, and as such Secretary, I am the keeper of the records and files of the Madison County Mass Transit District.

I do further certify that at a duly constituted and legally convened meeting of the Board of Trustees of the Madison County Mass Transit District held on Thursday, March 26, 2015, a resolution was adopted in full accordance and conformity with the by-laws of the Madison County Mass Transit District and the statutes of the State of Illinois, as made and provided, and that the following is a full, complete, and true copy of the pertinent provisions of said Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MADISON COUNTY MASS TRANSIT DISTRICT THAT:

1. Madison County Mass Transit District award a contract to Collins & Hermann, Inc., of St. Louis, Missouri, in the amount of fifty-seven thousand, one hundred twenty-two dollars and seventy-five cents ($57,122.75) for installation of security fencing on District owned property in Edwardsville, Illinois.

2. Daniel L. Corbett, Chairman, J. Terry Allan, Vice Chairman, and/or Jerry J. Kane, Managing Director, of the Madison County Mass Transit District, are hereby authorized and to take all action necessary to execute, complete, and perform all obligations associated with the contract, including any and all change orders, including coordination with the City of Edwardsville, and/or modifying the proposed location of the fence, on behalf of and in a manner most beneficial to the Madison County Mass Transit District.

I further certify that the original of the complete said resolution is on file in the records of the Madison County Mass Transit District in my custody. I do further certify that the foregoing Resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto affixed my official signature as Secretary of the Madison County Mass Transit District on this twenty-sixth day of March 2015.

[Signature]

Erin Werner
Contract Award Recommendation

To: Board of Trustees
From: Jerry Kane, Managing Director
      Mark Steyer, P.E., Director of Engineering
Subject: Longfellow Security Fencing
Date: March 23, 2015

Contractors were solicited on February 27, 2015, through the issuance of an Invitation for Bids. Four bids were received in response to the solicitation.

Collins Herman was identified as the apparent low bidder. Their bid is 8% less than the next low bidder. A price analysis concluded their bid price is fair and reasonable.

Recommendation is being made for a contract award to the lowest responsive and responsible bidder, Collins Herman with a bid price of $57,122.75 for the above referenced project.

<table>
<thead>
<tr>
<th>Bidders</th>
<th>Bid Amount</th>
<th>Notes</th>
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<td>Collins &amp; Hermann, Inc.</td>
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<td>St. Louis, Missouri</td>
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<td>Liberty Improvements, Inc.</td>
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<td>Belleville Fence, Inc.</td>
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<td>Fence and Deck Depot, Inc.</td>
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<td>O'Fallon, Illinois</td>
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RESOLUTION 15-31

AUTHORIZING EXECUTION OF A CONTRACT
FOR DESIGN ENGINEERING SERVICES

WHEREAS, Madison County Mass Transit District was created in December 1980 by resolution of the Madison County Board pursuant to Section 3 of the Local Mass Transit District Act, approved July 21, 1959, as amended (70 ILCS 3610/1 et. seq.); and,

WHEREAS, Madison County Mass Transit District is a recipient of grant funds from the Federal Transit Administration to develop the Troy Park and Ride Lot located in Troy, Illinois; and,

WHEREAS, the District requires the services of a qualified firm to provide design engineering services to assist with the implementation of the aforesaid federally-assisted project; and,

WHEREAS, the District staff has received qualification statements from several interested firms, resulting in interviews with three qualified firms; and,

WHEREAS, it has been determined to be in the best interest of the District and the residents of Madison County, Illinois, to award a contract to Oates Associates, Inc., of Collinsville, Illinois, to provide design engineering services for the Troy Park and Ride Lot project located in Troy, Illinois.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MADISON COUNTY MASS TRANSIT DISTRICT THAT:

1. Madison County Mass Transit District authorizes the award of contract to Oates Associates, Inc., Collinsville, Illinois, in the amount of two hundred forty-one thousand dollars ($241,000) to provide design engineering services for the Troy Park and Ride Lot located in Troy, Illinois, subject to the terms and conditions of the attached AIA B101 Agreement.

2. Daniel L. Corbett, Chairman, J. Terry Allan, Vice Chairman, and/or Jerry J. Kane, Managing Director, of the Madison County Mass Transit District, are hereby authorized and directed to take all action necessary to execute, complete, and perform all obligations associated with the contract, including any and all change orders, and to take any such further actions as are necessary and appropriate on behalf of and in a manner most beneficial to the Madison County Mass Transit District.

ADOPTED by the Madison County Mass Transit District, Madison County, Illinois, on this twenty-sixth day of March 2015.

[Signatures]

Daniel L. Corbett, Chairman

J. Terry Allan

Rose Marie Chadwick

Edward A. Hagnauer

Bruce A. Malone

APPROVED as to Form:

John Papa, Legal Counsel
CERTIFICATE

I, Erin Werner, do hereby certify that I am the fully qualified and acting Secretary of the Board of Trustees of the Madison County Mass Transit District, and as such Secretary, I am the keeper of the records and files of the Madison County Mass Transit District.

I do further certify that at a duly constituted and legally convened meeting of the Board of Trustees of the Madison County Mass Transit District held on Thursday, March 26, 2015, a resolution was adopted in full accordance and conformity with the by-laws of the Madison County Mass Transit District and the statutes of the State of Illinois, as made and provided, and that the following is a full, complete, and true copy of the pertinent provisions of said Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MADISON COUNTY MASS TRANSIT DISTRICT THAT:

2. Madison County Mass Transit District authorizes the award of contract to Oates Associates, Inc., Collinsville, Illinois, in the amount of two hundred forty-one thousand dollars ($241,000) to provide design engineering services for the Troy Park and Ride Lot located in Troy, Illinois, subject to the terms and conditions of the attached AIA B101 Agreement.

3. Daniel L. Corbett, Chairman, J. Terry Allan, Vice Chairman, and/or Jerry J. Kane, Managing Director, of the Madison County Mass Transit District, are hereby authorized and directed to take all action necessary to execute, complete, and perform all obligations associated with the contract, including any and all change orders, and to take any such further actions as are necessary and appropriate on behalf of and in a manner most beneficial to the Madison County Mass Transit District.

I further certify that the original of the complete said resolution is on file in the records of the Madison County Mass Transit District in my custody. I do further certify that the foregoing Resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto affixed my official signature as Secretary of the Madison County Mass Transit District on this twenty-sixth day of March 2015.

[Signature]

Erin Werner
AGREEMENT made as of the Twenty-sixth day of March in the year Two Thousand Fifteen

(In words, indicate day, month and year.)

BETWEEN the Engineer's client identified as the Owner:
(Name, legal status, address and other information)

Madison County Mass Transit District
One Transit Way, P.O. Box 7300
Granite City, IL 62040
Telephone Number: 618-797-4600
Fax Number: 618-797-7547

and the Engineer:
(Name, legal status, address and other information)

Oates Associates, Inc.
100 Lanter Court, Suite 1
Collinsville, IL 62234
Telephone Number: (618) 345-2200

for the following Project:
(Name, location and detailed description)

MCT Park and Ride Lot — Troy, Illinois
Intersection of US 40 and South Main Street, Troy, Illinois.

The Owner and Engineer agree as follows.

All references to "Architect" herein shall be deemed as "Engineer".
TABLE OF ARTICLES

1 INITIAL INFORMATION
2 ARCHITECT'S RESPONSIBILITIES
3 SCOPE OF ARCHITECT'S BASIC SERVICES
4 ADDITIONAL SERVICES
5 OWNER'S RESPONSIBILITIES
6 COST OF THE WORK
7 COPYRIGHTS AND LICENSES
8 CLAIMS AND DISPUTES
9 TERMINATION OR SUSPENSION
10 MISCELLANEOUS PROVISIONS
11 COMPENSATION
12 SPECIAL TERMS AND CONDITIONS
13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1, Initial Information:
(Complete Exhibit B, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

As set forth in the Engineer's proposal letter, Exhibit B.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

March 01, 2016

.2 Substantial Completion date:

December 31, 2016

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.
§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. (Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

The Owner shall be named as additional insured. The coverage afforded the additional insureds shall be primary insurance for the additional insureds with respect to claims arising out of operations performed by or on behalf of the Engineer. If the additional insured has other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of Engineer's insurance company's liability under this insurance policy shall not be reduced by the existence of such other insurance.

At a minimum, Engineer and subcontractors shall secure and maintain the types of insurance as hereinafter specified, and shall submit evidence to Owner on an annual basis that the insurance coverages are in force. The form and limits of such insurance together with the underwriter thereof in each case, shall be acceptable to Owner, but regardless of such acceptance it shall be the responsibility of Architect to maintain adequate insurance coverage. Failure of Architect to maintain adequate coverage shall not relieve him/her of any contractual responsibility or obligation.

.1 General Liability

$1,000,000 per occurrence for bodily injury and property damage
$1,000,000 per occurrence for personal and advertising injury
$2,000,000 per occurrence for products/completed operations
$2,000,000 per occurrence for general aggregate

.2 Automobile Liability

Business Automobile Liability limits shall not be less than $1,000,000 per occurrence for bodily injury and property damage combined.

.3 Workers' Compensation

Workers' Compensation - Statutory
Employer's Liability - $500,000 per occurrence

.4 Professional Liability

$1,000,000 per occurrence
$1,000,000 aggregate

.5 Umbrella or Excess Liability

Umbrella or Excess Liability coverage limits shall not be less than $1,000,000.
and/or: 2) Require the bidder to procure a bond guaranteeing the payment of any deductible or self-insured retention of losses, related investigations, claims, administration, and defense expenses.

Other Insurance Provisions

The policies are to contain, or are to be endorsed to contain, the following provisions:

a) The Owner, its officers, officials, or employees are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Architect; products and completed operations of the Architect; premises owned, occupied or used by the Architect. The coverage shall contain no special limitation on the scope of protection afforded to the Owner, its officers, officials, or employees.

b) For any claims related to this Contract, the Architect's insurance coverage shall be primary insurance as respects the Owner, its officers, officials, and employees. Any insurance or self-insurance maintained by the Owner, its officers, officials, or employees shall be in excess of the Architect's insurance and shall not contribute with it.

c) Any failure with reporting provisions of the policies including breaches of warranties, shall not affect coverage provided to the Owner, its officers, officials, or employees.

d) The Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurers liability.

e) The work under this Contract includes "professional services." Architect shall maintain the appropriate professional insurance coverage affording limits of liability for damages sustained by reason of or in the course of operations under this Contract, and for a period of 12 months after termination of this Contract, whether occurring by reason of acts, errors or omissions of Architect.

f) The automobile insurance shall be written in automobile liability form and shall protect Architect against all claims for injuries to persons and damage to property arising from the ownership, maintenance or use of any motor vehicles and shall cover operation on or off the site of all motor vehicles, whether they are owned, nonowned or hired.

g) Commercial General Liability, including Premises and Operations, Contractual, Personal Injury, Product Liability, Completed Operations, and Broad Form Property Coverages:

h) The insurance shall be written in Commercial General Liability form and shall protect Architect against all claims arising from injuries to persons or damage to property caused by any act or omission of Architect or his agents, employees or subcontractors. The Broad Form General Liability Endorsement shall be included.

   i. In addition, this policy shall contain a Liability Endorsement covering any Liability assumed in this Contract and all changes and modifications thereto, whether in writing or oral.

   ii. The coverage of this endorsement shall also include Personal Injury Hazards including "a", "b", and "c." "a" includes false arrest, malicious prosecution, and unlawful detention or imprisonment. "b" includes libel, slander, and defamation of character. "c" includes wrongful eviction, invasion of privacy, and wrongful entry. Employee exclusion shall be removed.

   iii. The Policy shall also include Broad Form Property Damage Protection.

   iv. Architect shall include all the Architect's employees as additional insured under the policy.

i) Workers' Compensation and Employers Liability: The insurer shall agree to waive all rights of subrogation against the Owner, its officers, officials, or employees, for losses arising from work performed by the Architect for the Owner. This insurance shall protect the Architect against all claims under applicable state or federal Worker's Compensation Laws. Architect shall also be protected against claims for injury, disease or death of employees which for any reason may not fall within the provisions of a Worker's Compensation Law. This policy shall include "broad form all states" endorsement coverage extended to cover all states except the monopolistic fund states.

Acceptability of Insurance

Insurance is to be placed with insurers with a current A.M. Best rating of no less than "A VIII."

Verification of Coverage

Architect shall furnish the Owner with appropriate Certificates of Insurance and with original Endorsements effecting coverage required. The Certificates and Endorsements are to be signed by a person authorized by the insurer to bind coverage. The Certifications and Endorsements are to be received and approved by the Owner prior to the commencement of any work under the Contract. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time. Insurance Certificates must be provided to Owner and shall recite that 30 days prior written notice will be given Owner by certified mail before any policy is materially changed, canceled or
not renewed.

Other Requirements
a) Should any work under this Contract be sublet, the Architect shall require each subcontractor of any tier to comply with all of the Contract’s insurance provisions and provide proof of such compliance to the Owner.
b) These insurance requirements are not intended to and shall not in any manner limit or otherwise qualify the liabilities and obligations otherwise assumed by the Architect under this Contract, including but not limited to the provisions concerning indemnification.
c) Compliance with these insurance requirements is considered a material part of the Contract, and breach of any provision may, at the option of the Owner, be considered a material breach of the Contract and result in action by the Owner to withhold payment and/or terminate the Contract.
d) Certification shall be provided on an AIA Form.

ARTICLE 3 SCOPE OF ARCHITECT’S BASIC SERVICES
§ 3.1 The Architect’s Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect’s services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner’s consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner’s consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner’s approval a schedule for the performance of the Architect’s services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner’s review, for the performance of the Owner’s consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner’s approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner’s directive or substitution made without the Architect’s approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner’s responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES
§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect’s services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner’s program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.
§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project’s requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner’s approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner’s approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner’s approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner’s program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner’s program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner’s approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner’s approval of the Schematic Design Documents, and on the Owner’s authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner’s approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner’s approval.

§ 3.3.4 The Architect shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.3.5 The Architect shall furnish services of geotechnical engineers, to provide test borings, and determinations of soil bearing values.
§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner’s approval of the Design Development Documents, and on the Owner’s authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner’s approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner’s approval.

§ 3.4.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner’s approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

.d1 procuring the reproduction of 20 sets of Bidding Documents for distribution to prospective bidders;
.d2 deliver a set of Bidding Documents to one regional plan room (SIBA) and the rest to the Owner for distribution to prospective bidders;
.d3 attend a pre-bid conference for prospective bidders;
.d4 assist in preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
.d5 attend the opening of the bids.
.d6 evaluation of the qualifications of bidders or persons providing proposals.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall assist the Owner in preparing addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

Reserved

(Paragraphs deleted)
§ 3.6 CONSTRUCTION PHASE SERVICES
§ 3.6.1 GENERAL
§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™, 2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.4 The Architect shall provide construction layout as needed for the Project as determined by Architect and Owner.

§ 3.6.2 EVALUATIONS OF THE WORK
§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Owner, with the Architect's assistance, shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Contractor. The response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Owner's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.
§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the Architect’s evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor’s Application for Payment, that, to the best of the Architect’s knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor’s right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor’s submittal schedule and shall not unreasonably delay or withhold approval. The Architect’s action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect’s professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor’s submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor’s responsibility. The Architect’s review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect’s approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional’s seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect’s response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect
shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION
§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Reserved

ARTICLE 4 ADDITIONAL SERVICES
§ 4.1 Reserved

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<tr>
<th>Additional Services</th>
<th>Responsibility (Architect, Owner or Not Provided)</th>
<th>Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)</th>
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User Notes: (1681019503)
§ 4.2 Reserved

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner’s written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the Owner’s request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;

.3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;

.5 Reserved;

.6 Reserved;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Reserved;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

.11 Reserved.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

.1 Reviewing a Contractor’s submittal out of sequence from the submittal schedule agreed to by the Architect;

.2 Responding to the Contractor’s requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Reserved;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker;

.5 Reserved; or

.6 Reserved.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:
§ 4.3.4 Reserved

ARTICLE 5 OWNER’S RESPONSIBILITIES
§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner’s objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner’s budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner’s other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner’s budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project’s scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner’s behalf with respect to the Project. The Owner shall render decisions and approve the Architect’s submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect’s services.

§ 5.4 Reserved

§ 5.5 Reserved

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect’s request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner’s consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner’s needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect’s Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect’s consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect’s services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect’s duties and responsibilities set forth in the Contract for Construction with the Architect’s services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.
§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall oblige the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK
§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; and to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall
  .1 give written approval of an increase in the budget for the Cost of the Work;
  .2 authorize rebidding or renegotiating of the Project within a reasonable time;
  .3 terminate in accordance with Special Conditions;
  .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
  .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES
§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and
other reserved rights, including copyrights to the extent allowed by FTA. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 BREACH AND DISPUTES

§ 8.1 GENERAL

1) Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by Owner’s Managing Director. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Architect mails or otherwise furnishes a written appeal to the Managing Director. In connection with any such appeal, the Architect shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Managing Director shall be binding upon the Architect and the Architect shall abide by the decision.

2) Performance During Dispute - Unless otherwise directed by Owner, Architect shall continue performance under this Contract while matters in dispute are being resolved.

3) Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

4) Remedies – Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Owner and the Architect arising out of or relating to this agreement or its breach will be decided by arbitration. Architect shall comply with all of Owner’s resolutions and regulations applicable to this Agreement and with any local, State or Federal laws or regulations applicable to the goods and services provided under this Agreement. Except as hereinafter specifically provided, this Agreement shall be governed by and construed to the laws of the State of Illinois, including, but not limited to the Uniform Commercial Code. Any suit arising herefrom shall be brought in the Madison County District Court Third Judicial Circuit, which forum shall have sole and exclusive jurisdiction and venue.

5) Rights and Remedies - The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Owner or Architect shall constitute a waiver.
of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute
an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**ARTICLE 9  TERMINATION OR SUSPENSION**

1) Termination for Convenience or Default (Architect and Engineering)
   a) The Owner may terminate this contract in whole or in part, for the Owner's convenience or because of the
      failure of the Architect to fulfill the contract obligations. The Owner shall terminate by delivering to the
      Architect a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon
      receipt of the notice, the Architect shall (1) immediately discontinue all services affected (unless the notice
directs otherwise), and (2) deliver to the Owner all data, drawings, specifications, reports, estimates,
      summaries, and other information and materials accumulated in performing this contract, whether completed
      or in process.
   b) If the termination is for the convenience of the Owner, the Owner shall make an equitable adjustment in the
      contract price but shall allow no anticipated profit on unperformed services.
   c) If the termination is for failure of the Architect to fulfill the contract obligations, the Owner may complete the
      work by contact or otherwise and the Architect shall be liable for any additional cost incurred by the Owner.
   d) If, after termination for failure to fulfill contract obligations, it is determined that the Architect was not in
      default, the rights and obligations of the parties shall be the same as if the termination had been issued for the
      convenience of the Owner.
   e) In the event of a breach or default on the part of the Architect, in addition to any and all other remedies, the
      Owner shall be entitled to actual, incidental, and consequential damages and all court costs, attorney fees, and
      litigation expenses incurred necessary to enforce this agreement.
   f) In the event of a breach or default on the part of the Architect, the Owner reserves the right to purchase any or
      all items or services in default in the open market, charging the Architect with any additional costs. The
      defaulting Architect shall not be considered responsible until the assessed charge has been satisfied.

2) Opportunity to Cure (General Provision)
   a) The Owner may allow the Architect an opportunity to present any facts bearing on the reason for breach or
      default. In such case, the Owner shall have the right to terminate the Contract without any further obligation
      if the Architect fails to provide an acceptable remedy for the breach or default within ten (10) calendar days
      after receipt by Architect of notice from Owner.
   b) The Owner in its sole discretion may, in the case of a termination for breach or default, allow the Architect
      thirty (30) calendar days in which to cure the defect. In such case, the notice of termination will state the time
      period in which cure is permitted and other appropriate conditions. Any such termination for default shall not
      in any way operate to preclude Owner from also pursuing all available remedies against Architect and its
      sureties for said breach or default.

3) Waiver of Remedies for any Breach
   In the event that Owner elects to waive its remedies for any breach by Architect of any covenant, term or
   condition of this Contract, such waiver by Owner shall not limit Owner’s remedies for any succeeding breach
   of that or of any other term, covenant, or condition of this Contract.

**ARTICLE 10  MISCELLANEOUS PROVISIONS**

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General
   Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal
   representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written
   consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project
   if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be
   submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests
   the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute
all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 With the Owner’s permission, the Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect’s promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect’s materials shall not include the Owner’s confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner’s promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as “confidential” or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information, or (4) as required by law.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

A. This project shall be funded as a fixed price contract, but may be adjusted as a result of changes in the Work to be performed under the contract.

B. The Owner will pay the Architect the Fixed price of $241,000 in consideration of the Engineer’s successful completion and the Owner’s acceptance of all contractual requirements.

C. Project Milestones and Payment Schedule

Unless otherwise noted, payments for Basic Services shall be made on a percentage of completion basis.

Basic Services

1. Field surveys $27,000
2. Schematic design phase $35,000
3. Design development phase $49,000
4. Construction documents phase $80,000
5. Bidding phase $4,000
6. Construction phase $46,000

Subconsultant Services – Barry Moyer

The Owner will reimburse the Engineer for subconsultant services provided by Barry Moyer. The Fixed price shall be automatically adjusted (without the need for a change order) to account for such services. Supporting documentation (copy of subconsultant’s invoice with hourly rate and hours billed) with specific details of the services provided must accompany the Engineer’s invoice.

§ 11.2 Reserved
§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Inset amount of, or basis for, compensation.)

§ 11.4
Reserved

§ 11.5
(Paragraphs deleted)
Reserved
§ 11.6 Reserved

§ 11.7
(Paragraphs deleted)
Reserved
(Table deleted)
§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES
Reserved

(Paragraphs deleted)
§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 Reserved

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.
Payments are due and payable
(Paragraphs deleted)
within 45 days of the Architect’s invoice for services accepted by the Owner.

§ 11.10.3 The Owner shall not withhold amounts from the Architect’s compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Reserved

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT
§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:
   2. reserved
   3. Other documents:
      (List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

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User Notes:
Exhibit A - Special Conditions
Exhibit B - Engineer's proposal letter
Exhibit C - Scope of Work and Estimated Schedule
Exhibit D - Depiction of multi-use path connections
Exhibit E - Hourly rate schedule for Additional Services

This Agreement entered into as of the day and year first written above.

OWNER

(Signature)
Jerry J. Kane, Managing Director
(Printed name and title)

ENGINEER

(Signature)
Thomas L. Cissell, Project Manager
(Printed name and title)
A. Special Conditions

A.1 No Waiver of Warranties and Contract Rights
Conducting of tests and inspections, payment for a product or service, or acceptance of a product or service by Owner shall not constitute a waiver, modification or exclusion of any express or implied warranty or any right under this Agreement or in law. Failures of Owner to insist on performance of any of the terms and conditions or requirements of this Agreement or to avail itself of any rights or remedies herein, shall not be construed as a waiver of such terms, conditions, requirements, rights or remedies, and the same shall remain in full force and effect, for the duration of this Agreement and such failure shall not preclude Owner from exercising same at a later date.

A.2 Independent Contractor
The vendor shall be an independent Contractor. Services performed pursuant to this Agreement are not rendered as an employee of the Owner. Amounts paid in accordance with this Agreement do not constitute compensation paid to an employee. Furthermore, the Engineer agrees that it and none of its subcontractors will hold themselves out as, or claim to be, agents, officers, or employees of the Owner, and will not by reason of any relationship with the Owner make any claim, demand or applications to or for any rights or privilege applicable to an agent, officer, or employee of the Owner, including but not limited to, rights and privileges concerning worker’s compensation and occupational diseases coverage, unemployment compensation benefits, Social Security coverage or retirement membership or credit.

A.3 Owner Indemnification
To the fullest extent permitted by applicable law, Engineer shall agree to indemnify and hold harmless Owner, its trustees, officers, officials, and employees, and the Agency for Community Transit, its board members, officers, officials, employees, and agents from and against any and all damages, liabilities or cost, including reasonable attorney's fees and defense costs, to the extent caused by Engineer’s negligent performance or professional services under this Agreement and that of its subcontractors or anyone for whom Engineer is legally liable to the extent that Engineer is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between Engineer and Owner. Engineer shall not be obligated to indemnify the Owner for Owner’s own negligence.

Such obligations shall not be construed to waive, negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to either Engineer or Owner.

A.4 Severability
Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

A.5 Conflict of Interest and Non-Competitive Practices
Engineer, by entering into this Agreement with Owner to provide materials and services, has thereby covenanted that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any interest which conflicts in any manner or degree with the work required to be performed and/or provided under this Contract, and that it shall not employ any person or agent having any such interest. In the event that Engineer, its agents, employees or representatives hereafter acquire such a conflict of interest, Engineer shall immediately disclose such interest to Owner and immediately take action to eliminate the conflict or to withdraw from this Contract, as Owner may require.

Under no circumstances shall any of the following be permitted to participate in the selection or in the award or administration of this Agreement if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the following has a financial or other interest in the firm selected for award:

- Any employee, officer, agent or Board member of the Owner;
- Any member of his/her immediate family;
- His/her partner;
- An organization that employs, or is about to employ, any of the above;
- A member or staff of the United States House of Representatives or the United States Senate;
- Any members or staff of the Illinois House of Representatives or the Illinois Senate; or
- Any officer or member of the board of directors of the East West Gateway Council of Governments.

No member, officer, or employee of the Owner or a local public body with financial interest or control in this contract during their tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.
A.6 Prohibition of Bribery

Engineer, by entering into this Agreement with Owner to perform or provide work, services or materials, thereby warrants that none of its officers, representative, agents, subcontractors or employees have been convicted of bribery or attempting to bribe an officer or employee of the Owner or any other part to the contract, nor has the Engineer made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the Engineer, committed bribery or attempted bribery pursuant to the direction or authorization of a responsible official of the Engineer. Additionally, the Engineer warrants that it is not barred from contracting with any unit of state or local government as a result of conviction from the violation of state laws prohibiting bid-rigging or bid-rotating.

A.7 Freedom of Information (FOIA)

Access to Owner’s government records is governed by the Illinois Freedom of Information Act (5 ILCS 140/1). The Engineer acknowledges that the Owner is subject to the requirements of the FOIA and shall assist and cooperate with the Owner to enable the Owner to comply with its information disclosure obligations. The Engineer shall not charge the Owner for reasonable costs associated with freedom of information requests.

A.8 Contingent Fees and Gratuities

Engineer, by entering into this Agreement with Owner to perform or provide work, services or materials, thereby covenants that no person or selling agency except bona fide employees or designated agents or representatives of Engineer has been employed or retained to solicit or secure this Agreement with an understanding that a commission, percentage, brokerage, or contingent fee would be paid; and no gratuities in the form of entertainment, gifts or otherwise were offered or given by Engineer or any of its agents, employees or representatives, to any official, member or employee of Owner or other governmental agency with a view toward securing this Agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Agreement.

A.9 Use of Owner Name in Advertising or Public Relations

Owner reserves the right to review and approve all Owner related copy prior to publication. Engineer will not allow Owner related copy to be published in the Engineer’s advertisements or public relations programs until submitting Owner related copy to Owner and receiving prior written approval from Owner’s Managing Director. Engineer will agree that published information on Owner or the programs of either party will be factual and in no way imply that Owner endorses the Engineer’s firm, service, or product.

A.10 Subcontracts and Assignment

Owner shall have the right of prior review and approval of any and all subcontracts entered into by Engineer after the effective date of this Agreement to accomplish the work covered under this Agreement. Owner shall indicate its approval in writing prior to execution by Engineer and subcontractor. Engineer shall not assign any interest, obligation or benefit under or in this Agreement or transfer any interest in the same, whether by assignment or notation, without prior written consent of Owner. This Agreement shall be binding upon and inure to the benefit of the successors of the parties.

A.11 Drug and Alcohol Policy

Contractor shall maintain a drug and alcohol free work place environment to ensure worker safety and workplace integrity.

A.12 Americans with Disabilities (ADA) Access

Engineer shall comply with applicable requirements of:
Design and Construction of New Transportation Facilities. Accessibility requirements for the design and construction of new transportation facilities to be used in public transportation service must comply with 42 U.S.C. Sections 12101 et seq.; DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR Part 37; and Joint ATBCB/DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 CFR Part 1192 and 49 CFR Part 38. Notably, DOT incorporated by reference into Appendix A of its regulations at 49 CFR Part 37 the ATBCB’s “Americans with Disabilities Act Accessibility Guidelines” (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities. DOT also added specific provisions to Appendix A of 49 CFR Part 37 modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and the DOT amendments.
A.13 Civil Rights Requirements

Civil Rights requirements apply to this contract and all subcontracts at every tier. The Engineer agrees to include the following paragraphs in each subcontract. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Engineer agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Engineer agrees to comply with applicable Federal implementing regulations may be issued.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
   (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Engineer agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Engineer agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Engineer agrees to comply with any implementing requirements FTA may issue.
   (c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Engineer agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Engineer agrees to comply with any implementing requirements FTA may issue.

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EXHIBIT B

March 24, 2015

Mark Steyer, P.E.
Director of Engineering
Madison County Mass Transit District
One Transit Way, P.O. Box 7500
Granite City, IL 62040

Re: Troy Park & Ride Lot

Dear Mr. Steyer:

We propose to render professional engineering and architectural services in connection with the development of a Park & Ride Lot in Troy, IL (hereinafter called the "Project"). The Park & Ride Lot work also involves sidewalk connections along South Main Street and preliminary discussions about multi-use path connections to the Tri-Township Park and the O’Fallon-Troy Trail. It is our understanding that this proposal will be referenced as an Attachment to AIA Document B101.

Our Basic Services will consist of providing a right of way and topographic survey, schematic design, design development, construction documents, bid assistance, and construction administration, all as set forth in the attached “Exhibit C: Scope of Work and Estimated Schedule”. More specifically, our Basic Services include time related to reconstructing Fitch Street, Sherbourne Street, constructing the park & ride lot with a bus shelter and monument sign, constructing a sidewalk along the east side of South Main Street, and installing a crosswalk at the intersection of US 40 and South Main Street. Basic Services also include time in the schematic design phase to explore the feasibility of the two multi-use paths shown on Exhibit D.

Oates Associates will manage the project and perform all the survey, civil and structural engineering, and architecture work in this proposal. Our sub-consultant, BRIC Partnership, LLC will provide mechanical, electrical, and plumbing engineering services. Planning Design Studio, LLC (PDS) will provide landscape architecture and SCI Engineering, Inc. will provide geotechnical engineering. Barry Moyer will provide project assistance on an hourly basis as directed by MCT.

The lump sum fee for Basic Services is $241,000. This lump sum fee includes printing costs, but it does not include the cost for services provided by Barry Moyer. Barry’s fee is not included in the lump sum amount, but will be billed as a direct reimbursable expense per the District’s request.

If requested, we will also perform authorized Additional Services for changes in scope at the hourly rates set forth on Exhibit E. We will not provide any Additional Services that increases the contract amount without prior approval from the District.
If this proposal and Scope of Work satisfactorily sets forth your understanding of our agreement, we’ll incorporate it into the District’s “Consultant/ Services Agreement” using this letter as an attachment. This proposal will be open for acceptance until April 30, 2015, unless changed by us in writing.

Sincerely,

OATES ASSOCIATES, INC.

Thomas L. Cissell III, PE
Project Manager

Bruce P. Schopp, PE, SE
President
EXHIBIT C
Scope of Work and Estimated Schedule

BASIC SERVICES

Phase 1: Field Survey - $27,000 (about 2-weeks starting in April)

Task 1.1 Call in utility locates and review the utility marks in the field.
Task 1.2 Set horizontal and vertical control points.
Task 1.3 Tie in existing topography/ utilities.
Task 1.4 Search for property monuments in the field.
Task 1.5 Research and set existing property in the office.
Task 1.6 Obtain utility maps from Ameren, ATT, Charter, and the City.
Task 1.7 Perform a peak hour traffic count at the intersection of US 40 and South Main Street.
Task 1.8 Process survey data in the office.
Task 1.9 Review the survey drawing in the field and edit accordingly.
Task 1.10 Prepare a ROW vacation legal description and exhibit.
Task 1.11 Take soil borings in the field and prepare a geotechnical report.

Phase 2: Schematic Design - $35,000 (about 6-weeks starting in mid-April)

Task 2.1 Meet with MCT, Troy, Consultants, and IDOT to discuss the project goals and expectations.
Task 2.2 Meet with the Troy Planning and Zoning Commission and the Troy City Council to apply for rezoning the project site from a R-2 to C-2 zoning class.
Task 2.3 Send a utility letter to Ameren, ATT, Charter, and Troy to begin discussing utility relocation work.
Task 2.4 Review the feasibility of relocating the sanitary sewer from under Rose Street.
Task 2.5 Review drainage patterns in the field and develop schematic storm sewer plans to be able to discuss storm water management special needs.
Task 2.6 Review IDOT ROW along US 40.
Task 2.7 Review cross sections and make modifications for a 5'-wide sidewalk along the east side of South Main Street from Liberty Square to US 40.
Task 2.8 Review the US 40 and South Main Street Intersection Design Study for available ROW to explore the feasibility of a crosswalk across South Main Street and US 40 to Meadowbrooke subdivision.
Task 2.9 Explore the feasibility of the two multi-use paths shown on Exhibit D and summarize the findings in a memo.
Task 2.10 Work with Barry Moyer to develop bus shelter, monument sign, and parking lot circulation plans. We will also review road alignments and review future bike path connections.
Task 2.11 Prepare schematic landscaping plans.
Task 2.12 Develop schematic design level cost estimates.
Task 2.13 Meet with the District to review draft concept plans and discuss progress.

Phase 3: Design Development - $49,000 (about 8-weeks starting in June)

Task 3.1 Develop a preliminary construction staging plan.
Task 3.2 Develop a preliminary demo/ removal plan.
Task 3.3 Develop a preliminary site plans showing pavement markings and pedestrian accommodations.
Task 3.4 Develop a preliminary grading plan.
Task 3.5 Assemble materials for selection on the bus shelter and monument sign.
Task 3.6 Provide a storm sewer design for Sherbourne and Fitch Street.
Task 3.7 Prepare a storm water management report to show the City how the increased storm water runoff is managed.
Task 3.8 Review the geotechnical report and incorporate soil stabilization recommendations into the pavement design.
Task 3.9 Meet with Ameren, ATT, Charter, and Troy to discuss required utility relocations.
Task 3.10 Develop major details such as the pavement detail, curb details, bus shelter median, and storm water management outlets.
Task 3.11 Estimate size, type, and connection location for utility services to bus shelter and monument sign.
Task 3.12 Develop a preliminary plan view layout for South Main Street sidewalk improvements.
Task 3.13 Develop preliminary cross section sheets for South Main Street sidewalk improvements.
EXHIBIT C
Scope of Work and Estimated Schedule

Task 3.14 Meet with IDOT Geometrics and develop an Intersection Design Study (IDS) for the pedestrian crossing(s) at the intersection of US 40 and South Main Street. An IDS will include a traffic impact analysis based on the new traffic counts performed in Task 1.

Task 3.15 Coordinate with IDOT related to the access permits and entrance closures from the parking lot to US 40. Also, coordinate the construction of a temporary parking lot west of the existing lot.

Task 3.16 Begin structural calculations and prepare a preliminary plan layout for bus shelter including preliminary foundation and framing plans.

Task 3.17 Estimate systems loads and prepare preliminary plans for mechanical, electrical, and plumbing (MEP) work including heating and ventilation for the restroom, heating for the passenger shelter, heating and air conditioning for the equipment area, plumbing for a unisex driver’s restroom, building electrical, and parking lot lighting. Coordinate with the District’s surveillance consultant for equipment location.

Task 3.18 Refine preliminary construction cost estimates.

Task 3.19 Meet with the District to review preliminary plans and discuss progress.

Phase 4: Construction Documents - $80,000 (about 16-weeks starting in August)

Task 4.1: Finalize utility coordination with Ameren, ATT, Charter, and Troy for utility relocations.

Task 4.2: Prepare construction plans and specifications for bidding and for use during construction. These documents will generally include:
- A cover sheet with project identifiers.
- A general notes and legend sheet.
- Civil removal, site, and grading plans.
- Civil construction details including sign, handicap stalls, curbs, bollard, median, manhole, storm sewer frames and grate, trench backfill, pavement, storm water management structure, sidewalk, and sidewalk ramp details.
- Roadway profiles and cross sections for Sherbourne and Fitch Street.
- Storm water pollution prevention plans.
- Utility profiles.
- Traffic signal plans for US 40 and South Main Street.
- Architectural floor, roof, and ceiling plans.
- Architectural exterior and interior elevations.
- Architectural building and wall sections.
- Architectural door, window, finish schedules.
- Architectural construction details including door, window, and monument sign details.
- Structural calculations and details for foundation, roof, framing, plans for the bus shelter and monument sign.
- Mechanical plans for restroom heating and ventilation, heating for the passenger shelter, and heating and air conditioning for the equipment area.
- Electrical plans for the bus shelter, monument sign, and parking lot lighting.
- Plumbing plans for water and sanitary sewer in the unisex driver’s restroom.
- As selected by the District’s consultant, surveillance equipment and wiring will be incorporated into the documents.
- Landscaping plans and plating details for a green strip around the site. Irrigation plans and details will also be developed.
- CSI Format specifications.

Task 4.3: Develop final construction cost estimates.

Task 4.4: Meet with the District to review final plans and discuss progress.

Phase 5: Bid Assistance - $4,000 (about 3-weeks starting in December)

Task 5.1: Arrange for the printing of 20 plan sets with 1 going to SIBA.

Task 5.2: Attend a pre-bid meeting and review contractor questions during the bid process.
EXHIBIT C
Scope of Work and Estimated Schedule

Task 5.3 Forward clarifications and addenda information to the District for inclusion in an addendum that will be distributed by the District.
Task 5.4 Attend the bid opening.
Task 5.5 Review bid tab and issue a formal recommendation of award to the District.

Phase 6: Construction Administration - $46,000 (about 10 months starting in March 2016)

Task 6.1 Conduct a preconstruction meeting.
Task 6.2 Review and respond to contractor questions during construction operations.
Task 6.3 Perform monthly site visits during construction operations to review progress, document construction operations, help ensure the project is being built according to the plans, and coordinate construction. We propose to perform the following activities as part of the site visits:
   - Perform quality assurance material testing on soil, concrete, rock, and asphalt.
   - Document construction activities in field reports.
   - At the end of the project, we will revise the construction drawing using the District’s as-built mark-ups and submit the documents as a PDF and half size hard copy.

Task 6.4 Review contractor submittals including pavement mix designs, structural concrete and masonry mix designs, material testing reports, pipe materials, material finishes for the bus shelter, greenhouse documentation, and MEP equipment.
Task 6.5 Review, sign, and forward contractor pay requests to the District for processing.
Task 6.6 Final color selections will be made based on feedback from the District and the actual material suppliers color palette.
Task 6.7 Conduct a punchlist meeting and assemble a list of incomplete items. The District will backcheck the work for completion (one visit for partial completion on the road and one for final completion).
Task 6.8 Issue a certificate of substantial completion.

Items Not Included in the Scope of Work

1. Legal fees associated with plats and vacations. It is assumed that the District’s attorney will provide these services. Recording fees will also be covered by the District or be compensated as a direct reimbursable.
2. LEED design.
3. Natural gas design services. It is assumed that the structure will be heated with electric.
4. Full-time construction observation. Full-time construction observation will be provided by the District.
5. Security related design will be provided by others at the request of the District.
6. Advertising for bids and plan distribution will be handled by the District.
EXHIBIT E
HOU RL Y RATE SCHEDULE

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
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<tbody>
<tr>
<td>Principal Engineer</td>
<td>200.00</td>
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<td>170.00</td>
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<tr>
<td>Professional IV</td>
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<tr>
<td>Technician Intern</td>
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The above hourly rates are effective as of July 1, 2014 and are subject to adjustment annually.