



SOUTHWESTERN ILLINOIS FLOOD PREVENTION DISTRICT COUNCIL
ANNUAL MEETING
BOARD OF DIRECTORS MEETING
September 18, 2013 7:30 am

Metro-East Park and Recreation District Office
104 United Drive, Collinsville, Illinois 62234

1. Call to Order
Jim Pennekamp, President
 2. Approval of Minutes of August 21, 2013
 3. Public Comment on Pending Agenda Items
 4. Program Status Report
Les Sterman, Chief Supervisor
 5. Budget Update and Approval of Disbursements
 6. Design and Construction Update
Jay Martin, AMEC Environment & Infrastructure
 7. Authorization to Execute Contract with Republic Services/Roxana Landfill for Wetland and Stream Mitigation Services
Les Sterman, Chief Supervisor
 8. Amendment Three to AMEC Work Order 8 – Construction Management Services For Construction Packages 3 and 5
Les Sterman, Chief Supervisor
 9. Update from Corps of Engineers
Tracey Kelsey, U.S. Army Corps of Engineers
 10. Public Comment
- Executive Session (if necessary)

AGENDA

11. Real Estate Transactions
Les Sterman, Chief Supervisor
12. Other Business
13. Adjournment

Next Meeting: October 16, 2013

AGENDA

MINUTES

SOUTHWESTERN ILLINOIS FLOOD PREVENTION DISTRICT COUNCIL BOARD OF DIRECTORS MEETING

August 21, 2013

The regular meeting of the Board of Directors was held at the Metro-East Park and Recreation District Office, 104 United Drive, Collinsville, Illinois at 7:30 a.m. on Wednesday July 17, 2013.

Members in Attendance

James Pennekamp, President (Chair, Madison County Flood Prevention District)
Dan Maher, Vice-President (Chair, St. Clair County Flood Prevention District)
John Conrad, Secretary/Treasurer (Chair, Monroe County Flood Prevention District)
Paul Bergkoetter, St. Clair County Flood Prevention District
Alvin Parks, Jr., St. Clair County Flood Prevention District
Tom Long, Madison County Flood Prevention District
Ron Motil, Madison County Flood Prevention District
Bruce Brinkman, Monroe County Flood Prevention District
Ronald Polka, Monroe County Flood Prevention District

Members Absent

None

Others in Attendance

Alan Dunstan, Madison County Board Chair
Mark Kern, St. Clair County Board Chair
Les Sterman, SW Illinois FPD Council
Kathy Andria, American Bottom Conservancy
Raymond Bailey, ABNA Engineering
Jamie Butkovich, Wood River Drainage and Levee District
Rich Connor, Levee Issues Alliance
Lou Dell'Orco, U.S. Army Corps of Engineers
Rick Fancher, Metro-East Sanitary District
Mike Feldmann, U.S. Army Corps of Engineers
Walter Greathouse, Metro-East Sanitary District
Bobby Green, Laborers Local 100/Laborers District Council
Col. Christopher Hall, U.S. Army Corps of Engineers
Mark Harms, SCI Engineering, Inc.
Gary Hoelscher, Hoelscher Engineering
Mike Huber, KdE
Marvin Johnson, Marks & Assoc.
Phil Johnson, Phil Johnson Realtor
Charles Juneau, Juneau Associates
Tracey Kelsey, U.S. Army Corps of Engineers
Ellen Krohne, Leadership Council
Linda Lehr, Monroe County

Sandra Marks, Marks & Assoc.
Jay Martin, AMEC Environment & Infrastructure
Vince Milazzo, Wood River Drainage and Levee District
Jack Norman, Southern Illinois Groundwater Advisory Council
Jon Omvig, AMEC Environment & Infrastructure
Joe Parente, Madison County
Dustin Ramage, Laborers District Council
Glyn Ramage, SW Illinois Building Trades Council
Brennen Soval, Husch Blackwell
Cas Sheppard, SMS Engineers
Bob Shipley, Metro East Sanitary District
Brennan Soval, Husch Blackwell
Dale Stewart, Southwestern Illinois Building Trades Council
Dale Vehlewald, AMEC Environment & Infrastructure
Julie Ziino, U.S. Army Corps of Engineers

Call to order

President Jim Pennekamp called the meeting to order.

Approval of minutes of July 17, 2013

A motion was made by Dan Maher, seconded by Tom Long, to approve the minutes of the Board meeting held on July 17, 2013. Mr. Conrad called the roll and the following votes were made on the motion:

Mr. Polka - Aye
Mr. Brinkman – Aye
Mr. Bergkoetter - Aye
Mr. Conrad - Aye
Mr. Long – Aye
Mr. Maher – Aye
Mr. Motil – Aye
Mr. Parks – absent
Mr. Pennekamp – Aye

The motion was approved.

Public Comment on Pending Agenda Items

Mr. Pennekamp asked if there were any comments from the public on any agenda item on today's agenda. There were none.

Program Status Report

Mr. Pennekamp asked Mr. Sterman to provide a status report for the project.

Mr. Sterman reported that solicitations for bids on two more construction packages were advertised this month. Bid package #4 consists of improvements to the Metro East Sanitary

District levee system. Bids on package #4 were due on August 30. However, due to some potential design changes relating to a problem in acquiring a necessary easement, the due date will be postponed until the issue is resolved. Bid package #2b consists of the construction of five new pump stations in three levee districts. Bids on package #2b are due on October 1 with the contract award at the October Board meeting.

Before construction can start on the projects that are currently out for bid, we will need to complete any required property acquisition and make progress in completing our final wetland mitigation plan. The process of assembling required property descriptions and appraisals has moved more quickly in recent weeks, with offers and counteroffers made on many properties and a few agreements being concluded. For the first two construction packages, outstanding acquisition issues are with properties owned by three railroads and environmental issues with one owner. For two railroads, there are no substantive obstacles to concluding an agreement. Rather, the issue is the length of time to get approval through the corporate hierarchy. It may take some design changes to address the environmental concerns of one owner.

The Corps is proceeding on design work for the Wood River cutoff wall as we agreed. AMEC is monitoring progress and will be able to report further at the Board meeting.

We continue to take issue with the Corps decision to deny our request to encourage the use of a project labor agreement for bid packages 7a/7b, the shallow and deep cutoff walls in the Wood River district. We requested a written explanation of the decision and received a brief letter in response that effectively reiterated their position, without providing any logic or reason to support the conclusion by their contract officer. Several of us recently attended a meeting with Sen. Durbin and he committed to support our effort.

Mr. Sterman said that since the Corps refusal to endorse the use of a PLA on the Wood River cutoff wall projects conflicts with Council policy, he has developed an alternative strategy that he believes will address the concerns of all parties. This would involve directing all appropriated and anticipated federal funds to addressing the most serious problem on the region's levee system, the uncontrolled underseepage in the Wood River district at the Mel Price lock and dam. The Corps has started the design of the project, but has not yet received any appropriations for finishing the design or for construction. As we have discussed at a number of previous meetings, the Corps' interim solution to the problem will likely not be adequate for certification, and that will jeopardize the certification of the system. The urgency of this problem, and the affect it could have on our ability to achieve accreditation and avoid the attendant disastrous economic impact, has been understated by the Corps. Shifting available federal funding to address this need will have two affects: it will fix the most serious and threatening problem on the levee system, and we can build the Wood River cutoff walls in compliance with our policies regarding our local workforce. None of this is easy to do, and it will likely require the approval of Congress. It would be helpful to get the Corps on board with this strategy.

Another precursor to construction will be to finalize a wetland mitigation plan and put implementation of that plan into motion. A draft of the final plan has now been developed by SCI Engineering and provided to Republic services.

We are in the process of finalizing agreements with ABNA Engineering and a team led by Juneau Associates to provide quality control and materials testing services. Final agreements will be presented for approval later in the agenda.

The August Board meeting is also the “annual meeting” of the Council where the Board adopts a budget and annual report for submittal to the county boards for approval, and where new officers are elected for the coming fiscal year.

Mr. Pennekamp noted that the Annual Report does a good job illustrating the progress that we have made and challenges remaining ahead.

A motion was made by Mr. Motil, seconded by Mr. Polka, to accept the Program Status Report for August, 2013. Mr. Conrad called the roll and the following votes were made on the motion:

Mr. Polka - Aye
Mr. Brinkman – Aye
Mr. Bergkoetter - Aye
Mr. Conrad - Aye
Mr. Long – Aye
Mr. Maher – Aye
Mr. Motil – Aye
Mr. Parks – absent
Mr. Pennekamp – Aye

The motion was approved unanimously.

Mr. Parks arrived at this time.

Budget Update and Approval of Disbursements

Mr. Sterman said that the financial statement for July 2013 prepared by our fiscal agent, CliftonLarsonAllen was provided in your packet.

Accrued expenditures for the current fiscal year are \$14,283,693 while revenues amounted to \$9,962,635 showing a deficit of \$4,321,058. Expenditures include a surplus for the year held by the bond Trustee of \$4,026,045 through the end of June that was returned to the counties as required by the bond indenture. A total of approximately \$14,751,030 is now held by the counties in their respective FPD sales tax funds and is available for the Council’s use on the project.

Following an increase in January, sales tax receipts have shown a pattern of decline every month. Sales tax declines have been unusually large, with no obvious explanation. Receipts for May 2013 (the latest month reported by the Illinois Department of Revenue) were down by about 3.37% year over year. While the rate of decline has diminished in recent months, such a dramatic decline in our sales tax collections will affect the amounts that we can finance in the future.

Attached are lists of bank transactions for July 2013. Total disbursements for the month were \$421,253.57. The largest payments were to AMEC and its subcontractors for design and construction management services and to the Roxana Landfill (Republic Services) for development of final wetland mitigation plan.

A motion was made by Dan Maher, seconded by Paul Bergkoetter, to accept the budget report and approve the disbursements for July 2013. Mr. Conrad called the roll and the following votes were made on the motion:

Mr. Polka - Aye
Mr. Polka - Aye
Mr. Brinkman – Aye
Mr. Bergkoetter - Aye
Mr. Conrad - Aye
Mr. Long – Aye
Mr. Maher – Aye
Mr. Motil – Aye
Mr. Parks – Aye
Mr. Pennekamp – Aye

The motion was approved unanimously.

Design and Construction Update

Mr. Pennekamp called on Jay Martin, AMEC's project manager, to provide a report. Mr. Martin used a PowerPoint® presentation to illustrate his remarks. He focused his presentation on the status of each bid package as follows:

- *BP #2A – Fish Lake Pump Station*
 - All comments closed
 - 408 Permit signed
 - Advertised 5/1/2013
 - Bid documents available 5/9/2013
 - 68 bid packages requested
 - Pre-bid meeting 5/17/2013
 - Diversity Outreach Meeting 6/17/2013
 - Bids received Tuesday, 7/2/2013
 - Selection approved by Council 7/17/2013
 - Contracted expected to be executed following last county board meeting 8/21/2013
 - Mobilization expected 9/16/2013

- *BP#6 – PDP/FL Seepage Improvements*
 - Re-submittal to USACE on 5/6/2013
 - All comments closed
 - 408 Permit signed
 - Advertised 5/1/2013

- Bid documents available 5/9/2013
- 68 bid packages requested
- Pre-bid meeting 5/17/2013
- Diversity Outreach Meeting 6/17/2013
- Bids received 7/2/2013
- Selection approved by Council 7/17/2013
- Contract expected to be executed following last county board meeting 8/21/2013
- Mobilization expected 9/16/2013

- BP # 03 – *WR Seepage Improvements (Excluding Cut Off Walls)*
 - Re-submittal to USACE on 5/13/2013
 - All comments closed
 - 408 Permit signed 8/14/2013
 - Advertisement is holding for land acquisition

- BP # 05 – *MESD Seepage Improvements (MESD excluding Conoco Phillips)*
 - Re-submittal to USACE on 5/20/2013
 - All comments closed
 - 408 Permit signed 8/9/2013
 - Advertisements is holding for land acquisition

- BP# 4 – *MESD Seepage Improvements (Conoco Phillips)*
 - Re-submitted for USACE on 5/7/2013
 - All comments closed
 - 408 Permit signed 6/14/2013
 - Advertised 7/21/2013
 - Bid documents available 7/30/2013
 - Pre-bid meeting 8/1/2013
 - Bid Closing – postponed. Unable to obtain the necessary easements and have delayed until we can clarify. May require some design changes.

- BP #2B - *WR/MESD/PDP Pump Stations*
 - Re-submittal to USACE on 5/20/2013
 - All comments closed
 - 408 Permit signed 7/24/2013
 - Advertised 8/4/2013
 - Bid documents available 8/13/2013
 - Pre-bid meeting 8/15/2013
 - Diversity Outreach Discussion at Pre-Bid meeting
 - Anticipated Bid Closing 10/1/2013, have issued modification, removed one pump station
 - Flood Prevention District Council Meeting 10/16/2013

- BP#7A and #7B – *Deep and Shallow Cutoff Walls*
 - Interfacing and monitoring COE design of walls in WR and MESD – Data shared, project updates continue, regularly scheduled calls. Potential changes – deep cut off wall shorter in length and “window” at highway – shallow wall may get moved to the crest.
 - In light of no PLA, project may return to Council to bid for construction.

- Construction Activities
 - Pilot holes for RW – Drilling, logging and lab analysis continue. Actual relief well design in progress. Review procedure agreed to with Corps for compliance with the 408 permission. First designs to be submitted this week.
 - AMEC has developed and submitted to the Corps for review the CQC plan for the various bid packages. Comments received and discussions on-going.

- Other Activities...
 - Land acquisition – Weekly calls with the team. Process moving forward.
 - Construction QC – MSA and first task orders negotiated with providers. Seeking approval at this Board meeting.

Mr. Sterman asked for an explanation of the pilot hole process and how it relates to the Sec. 408 approval and the final design of the project. Mr. Martin then explained that one of the conditions of the Sec. 408 process is to review the design of each relief well as it is finalized after the pilot hole is drilled.

Mr. Pennekamp asked for a motion to accept Mr. Martin’s progress report. A motion was made by Mr. Parks with a second by Mr. Brinkman to accept the AMEC progress report. Mr. Conrad called the roll and the following votes were made on the motion:

Mr. Polka - Aye
 Mr. Brinkman – Aye
 Mr. Bergkoetter - Aye
 Mr. Conrad - Aye
 Mr. Long – Aye
 Mr. Maher – Aye
 Mr. Motil – Aye
 Mr. Parks – Aye
 Mr. Pennekamp – Aye

The motion was approved unanimously.

FY2014 Flood Prevention District Budget and Annual Report

Mr. Pennekamp asked Mr. Sterman to provide a report.

Mr. Sterman noted that the by law, the Council’s budget for the upcoming year must be adopted by August 31 of each year for the fiscal year beginning October 1. The budget must be submitted

to the county boards for approval after which they have 30 days to act on it. A draft budget was presented to the Board of Directors at the July meeting. Accompanying the draft was a cash budget through 2015, when all construction will be completed.

The design of the project will be virtually complete by the end of FY2013 (with the exception of the portion being done by the Corps of Engineers, which will not be finished until several months later). The FY2014 budget, therefore, will be the first that focuses almost entirely on construction.

The recommended FY2014 budget is shown in Table 1 in the memo that was included in the Board mailing.

Key assumptions are:

1. Major construction will start in the first quarter of FY2014 and continue through FY2015.
2. The level of Council staffing does not change in FY2014, and general and administrative costs do not increase and remain a very small portion of the project expenditures (less than 1%). Staff resources are supplemented however, by the continued use significant consulting and professional services.
3. In accordance with the bond indenture, all sales tax receipts are intercepted by the Trustee and any surpluses after payment of debt service and Council administrative costs will be transferred back to the county FPD funds for use in future project financing. These transfers are shown as expenditures in the budget.

Budget line items departing significantly from last year's amounts are:

1. Design and construction, which increased from \$46.7 million to \$65 million reflecting the increased pace of construction.
2. Addition of a professional services line item for Diversity Program Manager.
3. Increases in legislative consulting to reflect a more aggressive approach at the federal level.
4. Increase legal costs because of ongoing property acquisition.
5. Bond proceeds of \$10 million are included in the event that the Council determines it will be necessary to pay additional costs toward the end of the project.

The Annual Report chronicles the activities of the last year and builds on previous reports, so it is actually a summary of the Council's cumulative activities since its inception in June 2009. Additional budget information is included this year to illustrate the financial viability of the project, and illustrations showing the specific fixes for the levee system are also included in the report this year.

Mr. Sterman asked that he be authorized to submit the proposed FY2014 annual budget and Annual Report for the Council to the boards of St. Clair, Madison, and Monroe counties as presented.

Mr. Pennekamp asked for a motion to accept Mr. Sterman's recommendation. A motion was made by Mr. Long with a second by Mr. Parks to accept Mr. Sterman's report. Mr. Conrad called the roll and the following votes were made on the motion:

Mr. Polka - Aye
Mr. Brinkman – Aye
Mr. Bergkoetter - Aye
Mr. Conrad - Aye
Mr. Long – Aye
Mr. Maher – Aye
Mr. Motil – Aye
Mr. Parks – Aye
Mr. Pennekamp – Aye

The motion was approved unanimously.

USACE Cost-Share Payment for Wood River Design Deficiency Correction

Mr. Pennekamp asked Mr. Sterman to explain this item.

The USACE has requested local cost-share to match federal funding from Federal FY2013 to construct 11 relief wells in the Wood River Drainage and Levee District. This is part of an ongoing project by the Corps and is necessary for FEMA certification, so it is, in effect, and integral part of our project. The cost-share would be provided in accordance with the existing Project Partnership Agreement between the USACE and the WRDLD. The total request is \$315,000, which will match \$585,000 in Federal funds. A copy of the USACE request is attached.

The Corps' proposed expenditures on this project contribute to achieving the 100-year level of protection needed for FEMA accreditation.

Mr. Sterman asked for authorization to pay the U.S. Army Corps of Engineers \$315,000 to serve as cost-share for relief well construction in the Wood River Drainage and Levee District.

Mr. Pennekamp said that it will be important to know who is doing the work and how much it will cost. Tracey Kelsey responded that the contractor has not yet been selected, but she will let us know as soon as the contract is awarded.

Mr. Dunstan asked whether this work would be covered by a project labor agreement in keeping with our policy. Mr. Sterman said that it was not.

Mr. Long asked how the \$11 million that we will have spent in Wood River will affect our project. Mr. Sterman replied that we have assumed this work would be done as part of achieving the FEMA standard for flood protection and it is additive to our project.

Mr. Pennekamp reiterated that he would like to know who is doing this work.

Mr. Pennekamp asked for a motion to accept Mr. Sterman's recommendation. A motion was made by Mr. Motil with a second by Mr. Long to accept Mr. Sterman's report. Mr. Conrad called the roll and the following votes were made on the motion:

Mr. Polka - Aye
Mr. Brinkman – Aye
Mr. Bergkoetter - Aye
Mr. Conrad - Aye
Mr. Long – Aye
Mr. Maher – Aye
Mr. Motil – Aye
Mr. Parks – Aye
Mr. Pennekamp – Aye

The motion was approved unanimously.

Contracts with ABNA Engineering, Inc. and Juneau Associates for Quality Control and Materials Testing Services

Mr. Pennekamp asked Mr. Sterman to provide a report.

Mr. Sterman said that at the May meeting the Board of Directors authorized the Chief Supervisor to solicit, through a request for qualifications, firms to provide quality control and testing services for the Council's construction work. At the July meeting the Board selected Juneau Associates, along with teaming partners SCI Engineers/Hoelscher Engineers/SMS Engineers, to perform quality control and materials testing for bid packages #2a, #2b, #4, and #5. The Board also selected ABNA Engineering to perform quality control and materials testing for bid packages #3 and #6.

The structure of this contractual arrangement will be a Master Services Agreement that describes the contractual terms and conditions, and a series of Work Orders that will be executed to accompany each bid package. With the impending Award and Notice to Proceed for bid packages #2a and #6 we need to execute the Master Services Agreement and Work Order No. 1 with Juneau for Bid Package #2a and a Master Services Agreement and Work Order No. 1 with ABNA for Bid Package #6. Further Board approval will be sought prior to executing work orders that will coincide with additional construction contract awards.

Mr. Sterman asked that he be authorized to execute a Master Services Agreement and Work Order 1 with Juneau Associates for Construction Quality Control Services for Bid Package #2a at a cost not to exceed \$30,000 (inclusive of direct expenses). Additionally, authorize the Chief Supervisor to execute a Master Services Agreement and Work Order 1 with ABNA Engineering for Construction Quality Control Services for Bid Package #6 at a cost not to exceed \$368,524 (inclusive of direct expenses).

Mr. Pennekamp asked for a motion to approve Mr. Sterman's recommendation.

A motion was made by Mr. Parks with a second from Mr. Bergkoetter to authorize the Chief Supervisor to execute a Master Services Agreement and Work Order 1 with Juneau Associates for Construction Quality Control Services for Bid Package #2a at a cost not to exceed \$30,000 (inclusive of direct expenses). Additionally, authorize the Chief Supervisor to execute a Master Services Agreement and Work Order 1 with ABNA Engineering for Construction Quality Control Services for Bid Package #6 at a cost not to exceed \$368,524 (inclusive of direct expenses).

Mr. Conrad called the roll and the following votes were made on the motion:

Mr. Polka - Aye
Mr. Brinkman – Aye
Mr. Bergkoetter - Aye
Mr. Conrad - Aye
Mr. Long – Aye
Mr. Maher – Aye
Mr. Motil – Aye
Mr. Parks – Aye
Mr. Pennekamp – Aye

The motion was approved unanimously.

Mr. Sterman noted that it would probably be sometime in September before work can start on these construction packages.

Corps of Engineers Update

Mr. Pennekamp recognized Col. Christopher Hall to speak.

Col. Hall noted the progress in achieving Sec. 408 approval of all bid packages.

The PLA issue remains a significant concern. Col. Hall noted that this issue was raised to the Assistant Secretary of the Army level. He indicated that the use of a PLA would be considered on future contracts. There are a number of similar projects around the country for which the use of a PLA would be considered.

Col. Hall said that one idea would be to bring in Council representatives to provide information at pre-solicitation meetings. The Corps would have to issue appropriate disclaimers, but the Council will be given the opportunity to present its views. He indicated his future willingness to work through these issues.

Col. Hall distributed a summary purporting to show the extent to which the Corps contractors use local labor.

Mr. Long expressed his concern about the certification of the levee system if the Corps is not done with their work on the Mel Price projects. He asked if there was something that we could do, or some process that we could use to fix this problem. Col. Hall said that he was not sure from a liability standpoint how this could be fixed. There is no guaranteed funding source for the operating plan for Mel Price. There is no good answer to that question at this time.

Mr. Maher asked if it would be appropriate to ask FEMA how they would respond to this situation if it develops. Mr. Sterman responded that the problem is that a private engineering firm is not likely to put its seal on the certification documents under these circumstances, and that's not FEMA's decision.

Mr. Kern asked that if the most dangerous place on the levee system is the Mel Price project, how come that didn't get funding this year. Col. Hall responded that it was just behind other projects that were designed earlier.

Col. Hall reiterated in a response to a question from Mr. Dunstan that the reprogramming of money into the Mel Price project represents a certain amount of risk to future federal funding. Mr. Dunstan observed that would be taking a leap of faith to assume that we would get a federal appropriation for the project in FY2015.

Mr. Wittenauer asked if we could get reimbursed for any expenditures that we would make on the Mel Price project. Mr. Sterman said that there is no legal mechanism for us to get reimbursed for that work.

Much discussion ensued between Col. Hall and the Board about the relative merits of various funding strategies and the priorities of various projects. Mr. Sterman noted the illogical outcome of this situation and his feeling that we have an obligation to try secure the reprogramming of funds. Simply noting that it is difficult and giving up should not be an option.

Mr. Kern asked whether there was a similar instance across the country where a design mistake by the Corp is not being fixed. Col. Hall responded that this problem is being fixed, just not fast enough.

A motion was made by Mr. Bergkoetter with a second by Mr. Motil to accept the report by the Corps of Engineers. Mr. Conrad called the roll and the following votes were made on the motion:

Mr. Polka - Aye
Mr. Brinkman - Aye
Mr. Bergkoetter - Aye
Mr. Conrad - Aye
Mr. Long - Aye
Mr. Maher - Aye
Mr. Motil - Aye
Mr. Parks - Aye

Mr. Pennekamp – Aye

The motion was approved unanimously.

Annual Renewal of Employment Agreement with Les Sterman to Serve as Chief Supervisor of Construction and the Works

Mr. Pennekamp asked for a motion to continue Mr. Sterman’s employment agreement at the current level of compensation with the addition of a \$7,500 bonus payment to be made over the six months retroactive to July, when the previous contract expired.

A motion was made by Mr. Parks with a second by Mr. Polka approve Mr. Pennekamp’s proposal . Mr. Conrad called the roll and the following votes were made on the motion:

Mr. Polka - Aye
Mr. Brinkman – Aye
Mr. Bergkoetter - Aye
Mr. Conrad - Aye
Mr. Long – Aye
Mr. Maher – Aye
Mr. Motil – Aye
Mr. Parks – Aye
Mr. Pennekamp – Aye

The motion was approved unanimously.

Election of Officer for FY2014

A motion was made by Mr. Long with a second by Mr. Motil to elect the following slate of officers for FY2014:

President: Dan Maher
Vice-President: John Conrad
Secretary/Treasurer: Jim Pennekamp

Mr. Conrad called the roll and the following votes were made on the motion:

Mr. Polka - Aye
Mr. Brinkman – Aye
Mr. Bergkoetter - Aye
Mr. Conrad - Aye
Mr. Long – Aye
Mr. Maher – Aye
Mr. Motil – Aye
Mr. Parks – Aye
Mr. Pennekamp – Aye

The motion was approved unanimously and the FY2014 officers were elected.

Public Comment

Mr. Pennekamp asked if there is any public comment. There was none

Mr. Pennekamp asked to convene an executive session to address potential litigation and personnel matters.

Mr. Motil made a motion at 8:42 am to convene an executive session under 5ILCS 120.2 for the purpose of discussing the purchase or lease of real property by a public body and for discussing probable or imminent litigation. The motion was seconded by Mr. Parks. Mr. Conrad called the roll and the following votes were made on the motion:

- Mr. Polka - Aye
- Mr. Brinkman – Aye
- Mr. Bergkoetter - Aye
- Mr. Conrad - Aye
- Mr. Long – Aye
- Mr. Maher – Aye
- Mr. Motil – Aye
- Mr. Parks – Aye
- Mr. Pennekamp – Aye

The motion was approved unanimously and the Board went into executive session.

Mr. Motil made a motion to adjourn the executive session at 8:52 am to go back into public session. Mr. Maher seconded the motion. Mr. Conrad called the roll and the following votes were made on the motion:

- Mr. Polka - Aye
- Mr. Brinkman – Aye
- Mr. Bergkoetter - Aye
- Mr. Conrad - Aye
- Mr. Long – Aye
- Mr. Maher – Aye
- Mr. Motil – Aye
- Mr. Parks – Aye
- Mr. Pennekamp – Aye

Mr. Pennekamp called the meeting to order.

Mr. Motil made a motion at 8:53 am to convene an executive session under 5ILCS 120.2 for the purpose of discussing the purchase or lease of real property by a public body, for discussing probable or imminent litigation, and for discussing personnel issues. The motion was seconded by Mr. Parks. Mr. Conrad called the roll and the following votes were made on the motion:

Mr. Polka - Aye
Mr. Brinkman – Aye
Mr. Bergkoetter - Aye
Mr. Conrad - Aye
Mr. Long – Aye
Mr. Maher – Aye
Mr. Motil – Aye
Mr. Parks – Aye
Mr. Pennekamp – Aye

The motion was approved unanimously and the Board went into executive session.

Mr. Motil made a motion to adjourn the executive session at 9:31 am to go back into public session. Mr. Maher seconded the motion. Mr. Conrad called the roll and the following votes were made on the motion:

Mr. Polka - Aye
Mr. Brinkman – Aye
Mr. Bergkoetter - Aye
Mr. Conrad - Aye
Mr. Long – Aye
Mr. Maher – Aye
Mr. Motil – Aye
Mr. Parks – Aye
Mr. Pennekamp – Aye

The motion was approved unanimously and Mr. Pennekamp called the meeting to order.

Real Estate Transactions

A motion was made by Mr. Polka to authorize the Chief Supervisor to pay K&E Stumpf Farms \$15,000 for permanent and temporary easements, and the Missouri Pacific Railroad \$5,000 for easements required to construct levee improvements needed to comply with Federal Emergency Management Agency standards for flood protection. Mr. Brinkman seconded the motion. Mr. Conrad called the roll and the following votes were made on the motion:

Mr. Polka - Aye
Mr. Brinkman – Aye
Mr. Bergkoetter - Aye
Mr. Conrad - Aye
Mr. Long – Aye
Mr. Maher – Aye
Mr. Motil – Aye
Mr. Parks – Aye
Mr. Pennekamp – Aye

The motion was approved unanimously.

Appointment of Search Committee

A motion was made by Mr. Long and seconded by Mr. Maher to authorize the President to appoint a search committee for additional personnel. The committee would consist of the three Board officers and Mr. Polka and Mr. Long. The county board chairs would serve as ex-officio members of the committee.

Mr. Conrad called the roll and the following votes were made on the motion:

- Mr. Polka - Aye
- Mr. Brinkman – Aye
- Mr. Bergkoetter - Aye
- Mr. Conrad - Aye
- Mr. Long – Aye
- Mr. Maher – Aye
- Mr. Motil – Aye
- Mr. Parks –Aye
- Mr. Pennekamp – Aye

The motion was approved unanimously.

Other Business

There was no other business.

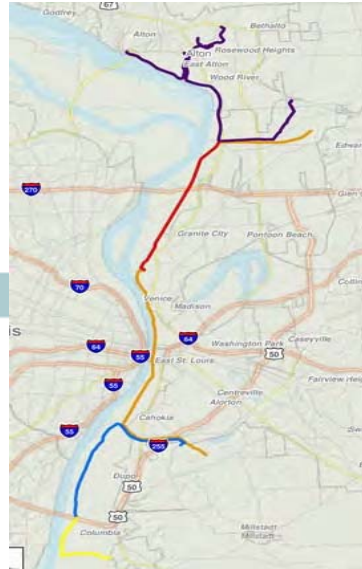
Adjournment

A motion was made by Mr. Parks, seconded by Mr. Bergkoetter to adjourn the meeting. The motion was approved unanimously by voice vote, all voting aye.

Respectfully submitted,

John Conrad,
Secretary/Treasurer, Board of Directors

**Progress Report
August 21, 2013
SW IL Levee System
By Jay Martin**



**Update Status of Bid Packages
Construction Related Activities**

BP #2A – Fish Lake Pump Station



- All comments closed
- 408 Permit signed
- Advertised 5/1/2013
- Bid documents available 5/9/2013
- 68 bid packages requested
- Pre-bid meeting 5/17/2013
- Diversity Outreach Meeting 6/17/2013
- Bids received Tuesday, 7/2/2013
- Selection approved by Council 7/17/2013
- Contracted expected to be executed following last county board meeting 8/21/2013 ←
- Mobilization expected 9/16/2013

3

BP#6 – PDP/FL Seepage Improvements



- Re-submittal to USACE on 5/6/2013
- All comments closed
- 408 Permit signed
- Advertised 5/1/2013
- Bid documents available 5/9/2013
- 68 bid packages requested
- Pre-bid meeting 5/17/2013
- Diversity Outreach Meeting 6/17/2013
- Bids received 7/2/2013
- Selection approved by Council 7/17/2013
- Contract expected to be executed following last county board meeting 8/21/2013 ←
- Mobilization expected 9/16/2013

4

**BP # 03 – WR Seepage Improvements
(Excluding Cut Off Walls)**



- Re-submittal to USACE on 5/13/2013
- All comments closed
- 408 Permit signed 8/14/2013
- Advertisement is holding for land acquisition ←

5

**BP # 05 – MESD Seepage Improvements
(MESD excluding Conoco Phillips)**



- Re-submittal to USACE on 5/20/2013
- All comments closed
- 408 Permit signed 8/9/2013
- Advertisements is holding for land acquisition ←

6

**BP# 4 – MESD Seepage
Improvements (Conoco Phillips)**



- Re-submitted for USACE on 5/7/2013
- All comments closed
- 408 Permit signed 6/14/2013
- Advertised 7/21/2013
- Bid documents available 7/30/2013
- Pre-bid meeting 8/1/2013
- Bid Closing – postponed. Unable to obtain the necessary easements and have delayed until we can clarify. May require some design changes. ←

7

BP #2B - WR/MESD/PDP Pump Stations



- Re-submittal to USACE on 5/20/2013
- All comments closed
- 408 Permit signed 7/24/2013
- Advertised 8/4/2013
- Bid documents available 8/13/2013
- Pre-bid meeting 8/15/2013
- Diversity Outreach Discussion at Pre-Bid meeting
- Anticipated Bid Closing 10/1/2013, have issued modification, removed one pump station ←
- Flood Prevention District Council Meeting 10/16/2013

8

BP#7A and #7B – *Deep and Shallow Cutoff Walls*



- Interfacing and monitoring COE design of walls in WR and MESD – Data shared, project updates continue, regularly scheduled calls. Potential changes – deep cut off wall shorter in length and “window” at highway – shallow wall may get moved to the crest.
- In light of no PLA, project may return to Council to bid for construction.

9

Construction Activities



- Pilot holes for RW – Drilling, logging and lab analysis continue. Actual relief well design in progress. Review procedure agreed to with Corps for compliance with the 408 permission. First designs to be submitted this week.
- AMEC has developed and submitted to the Corps for review the CQC plan for the various bid packages. Comments received and discussions on-going.

10

Other Activities...



- Land acquisition – Weekly calls with the team. Process moving forward.
- Construction QC – MSA and first task orders negotiated with providers. Seeking approval at this Board meeting.

11



Questions?

12



Memo to: Board of Directors
From: Les Sterman
Subject: Program Status Report for September, 2013
Date: September 16, 2013

Bid Package #2a for one pump station in the Fish Lake district has been officially awarded and a contract signed with Korte & Luitjohan Contractors. Construction should begin shortly. The contract award for bid package #6 to Lane Construction is imminent. The award has been delayed pending acquisition of some key real estate parcels but we hope to sequence construction so that the award can be made very soon. Bids on package #2b are due on October 1 with the contract award to be made at the October Board meeting.

The process of property acquisition is moving more quickly in recent weeks, with offers and counteroffers made on many properties and a few agreements being concluded. We plan to host a meeting for remaining affected property owners in St. Clair and Madison counties in the next couple of weeks, so they will have the opportunity to meet with the engineering team and the property acquisition specialists. This model worked well in Monroe County and served to expedite the acquisition process.

The Corps is proceeding on design work for the Wood River cutoff wall as we agreed. AMEC is monitoring progress and will be able to report further at the Board meeting. It appears that the schedule has slipped by a month or two since the design process began.

We will continue to dispute the Corps' decision to deny our request to encourage the use of a project labor agreement for bid packages 7a/7b, the shallow and deep cutoff walls in the Wood River district. We requested a written explanation of the decision, and have not yet received it. The Corps has suggested that we should meet with the contract officer to get an explanation, but that meeting has not yet been scheduled.

I am also continuing to pursue the alternative strategy of reprogramming existing federal funds toward the Mel Price underseepage control project. The Corps recently agreed to reprogram \$2.3 million from FY2013 appropriations from MESD to the Mel Price project, which will be sufficient to finish the design of that project, so there has been some small success so far. Clearly, however, more needs to be done to address the most serious problem on the region's levee system, the uncontrolled underseepage in the Wood River district at the Mel Price lock and dam. As we have discussed at a number of previous meetings, the Corps' interim solution to the problem will likely not be adequate for certification, and that will jeopardize the certification of

the system. AMEC has responded to our request to determine whether the firm would be willing to certify the Wood River levee system given the current circumstance with the Mel Price project. AMEC provided a memo that described the issues that would prevent them from certifying the levee at this time. The most obvious of those issues is the Corps' inability to furnish a commitment to funding the operations plan needed to secure the levee during a high water event.

Another precursor to construction will be to finalize a wetland mitigation plan and put implementation of that plan into motion. The final plan has now been developed by SCI Engineering and Republic services. It has been approved by the Corps. We will need to execute a final contract with Republic Services before construction of wetland improvements can move ahead.

As the Board requested at the August meeting, the Corps has provided us with information regarding the contractor selected to do the latest design deficiency correction project in the Wood River district. We provided \$315,000 in cost-share for the project. The project was awarded to A&H Contracting. This project was awarded through selection from a list of pre-qualified contractors, rather than through competitive bid. Initial contact with the firm suggests that they will not agree to use a project labor agreement, nor utilize the local union workforce for the job.

Lastly, I would like to inform the Board that it is currently my intention to retire from the Council on January 15, 2014. It has been a great honor and privilege to be entrusted with a job that is so critically important to the entire region. While there is never a good time for this kind of transition, I think the time is appropriate, since I hope that the design will be fully completed and construction contracts awarded by next January. The difficult work of organizing the Council, putting a plan together, securing financing, completing the design, and securing the needed permits will have been completed. The project now will consist primarily of construction. While great challenges remain, the path toward completion of the project is certainly far clearer than it was when we started four years ago. I remain personally committed to the successful completion of the project and I plan to be available as a volunteer, to work part-time, or for consulting as the Board may require after January 15. Although I have some travel scheduled, I will be generally available as needs arise.

I will, of course, provide whatever assistance the Board may desire in the search for my successor.



Memo to: Board of Directors
From: Les Serman
Subject: Budget and Disbursement Report for August 2013
Date: September 18, 2013

Budget Highlights

Attached is the financial statement for August 2013 prepared by our fiscal agent, CliftonLarsonAllen. The report includes an accounting of revenues and expenditures for the month ending August 31, 2013, as compared to our fiscal year budget.

Accrued expenditures for the current fiscal year are \$15,056,234 while revenues amounted to \$10,926,120, showing a deficit of \$4,361,697. Expenditures include a surplus for the year held by the bond Trustee of \$4,397,568 through the end of August that was returned to the counties as required by the bond indenture. A total of approximately \$15,122,553 is now held by the counties in their respective FPD sales tax funds and is available for the Council's use on the project.

Following an increase in January, sales tax receipts have declined every month. Sales tax declines have been unusually large, with no obvious explanation. Receipts for June 2013 (the latest month reported by the Illinois Department of Revenue) were down by about 3.48% year over year. Obviously, we are settling into a long-term pattern; receipts are essentially running even with 2010 levels.

Disbursements

Attached are lists of bank transactions for July 2013. Total disbursements for the month were \$537,761.95. The largest payments were to AMEC and its subcontractors for design and construction management services, to the Corps of Engineers for cost-share for the Wood River design deficiency correction project, and to Husch Blackwell/Bernardin Lochmueller for property appraisals and preparation of legal documents for property acquisition .

Recommendation:

Accept the budget report and disbursements for August 2013.

**SOUTHWESTERN ILLINOIS FLOOD PREVENTION
DISTRICT COUNCIL**

**GENERAL FUND
STATEMENT OF REVENUES AND EXPENDITURES – BUDGET AND ACTUAL**

ELEVEN MONTHS ENDING AUGUST 2013 AND 2012



CliftonLarsonAllen

CliftonLarsonAllen LLP
www.cliftonlarsonallen.com

Board Members
Southwestern Illinois Flood Prevention District Council
Collinsville, Illinois

We have compiled the accompanying General Fund Statement of Revenues and Expenditures – Budget and Actual of Southwestern Illinois Flood Prevention District Council (the “Council”) for the eleven months ended August 2013 and 2012. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statement on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide assurance that there are no material modifications that should be made to the financial statements. During our compilation we did become aware of departures from accounting principles generally accepted in the United States of America that are described in the following paragraph.

Management has omitted the management discussion and analysis. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

Management has not presented government-wide financial statements to display the financial position and changes in financial position of its governmental activity. Accounting principles generally accepted in the United States of America require the presentation of government-wide financial statements. The change in fund balance for the Council's governmental activity is not reasonably determinable.

Management has not presented a balance sheet for the general fund. Accounting principles generally accepted in the United States of America require the presentation of a balance sheet for each fund contained in the financial statements. The amounts that would be reported in a balance sheet of the general fund for the Council are not reasonably determinable.

Management has not presented a change in fund balance on the Statement of Revenues and Expenditures – Budget and Actual. Accounting principles generally accepted in the United States of America require the Statement of Revenues, Expenditures and Changes in Fund Balance include a presentation of changes in fund balance. The amounts that would be reported in government-wide financial statements for the Council's governmental activity is not reasonably determinable.

Management has also elected to omit substantially all of the disclosures required by generally accepted accounting principles. If the omitted disclosures were included with the financial statements, they might influence the user's conclusions about the Council's results of operations. Accordingly, these financial statements are not designed for those who are not informed about such matters.

The accompanying original and final budget amounts presented on the General Fund Statement of Revenues and Expenditures – Budget and Actual presented for the year ending September 30, 2013 and 2012, have not been compiled or examined by us, and, accordingly, we do not express an opinion or any other form of assurance on them.

We are not independent with respect to Southwestern Illinois Flood Prevention District Council.

A handwritten signature in cursive script that reads "Clifton Larson Allen LLP".

CliftonLarsonAllen LLP

St. Louis, Missouri
September 12, 2013

**SOUTHWESTERN ILLINOIS FLOOD PROTECTION DISTRICT COUNCIL
GENERAL FUND
STATEMENT OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL
ELEVEN MONTHS ENDED AUGUST 31, 2013 (Actual)
FISCAL YEAR ENDING SEPTEMBER 30, 2013 (Budget)**

	BUDGET		ACTUAL	VARIANCE WITH
	ORIGINAL	FINAL		FINAL BUDGET
				POSITIVE (NEGATIVE)
REVENUES				
Sales Tax Proceeds From Districts	\$ 11,639,000	\$ 11,639,000	\$ 10,123,963	\$ 1,515,037
Interest Income	960,000	960,000	802,157	157,843
Other Contributions	-	-	-	-
Total Revenues	12,599,000	12,599,000	10,926,120	1,672,880
EXPENDITURES				
Current				
Design and Construction				
Engineering Design & Construction Management	6,000,000	6,000,000	2,508,178	3,491,822
Construction	42,600,000	42,600,000	807,561	41,792,439
Construction and design by US ACE	1,400,000	1,400,000	790,000	610,000
Federal Cost-Share	-	-	-	-
Total Design and Construction	50,000,000	50,000,000	4,105,739	45,894,261
Professional Services				
Legal & Legislative Consulting	126,000	126,000	207,600	(81,600)
Construction Oversight	160,000	160,000	20,266	139,734
Impact Analysis/Research	10,000	10,000	7,581	2,419
Financial Advisor	20,000	20,000	11,555	8,445
Bond Underwriter/Conduit Issuer	93,529	93,529	2,288	91,241
Total Professional Services	409,529	409,529	249,290	160,239
Refund of Surplus Funds to County FPD Accounts				
Madison County	2,955,782	2,955,782	2,115,582	840,200
Monroe County	280,157	280,157	200,617	79,540
St. Clair County	2,907,860	2,907,860	2,081,369	826,491
Total Refund of Surplus Funds to County	6,143,799	6,143,799	4,397,568	1,746,231
Debt Service				
Principal and Interest	7,107,440	7,107,440	7,102,439	5,001
Federal Interest Subsidy	(910,140)	(910,140)	(798,802)	(111,338)
Total Debt Service	6,197,300	6,197,300	6,303,637	(106,337)
Total Operating Expenses	62,750,628	62,750,628	15,056,234	47,694,394
General and Administrative Costs				
Salaries, Benefits	192,331	192,331	172,800	19,531
Advertising	-	-	-	-
Bank Service Charges	420	420	495	(75)
Conference Registration	500	500	476	24
Equipment and Software	3,000	3,000	1,769	1,231
Fiscal Agency Services (EWG)	23,000	23,000	20,300	2,700
Furniture	-	-	-	-
Meeting Expenses	1,000	1,000	29	971
Postage/Delivery	400	400	345	55
Printing/Photocopies	2,500	2,500	2,322	178
Professional Services	15,000	15,000	19,548	(4,548)
Publications/Subscriptions	250	250	255	(5)
Supplies	1,500	1,500	1,613	(113)
Telecommunications/Internet	2,000	2,000	2,033	(33)
Travel	15,000	15,000	8,621	6,379
Insurance	1,000	1,000	977	23
Total General & Administrative Costs	257,901	257,901	231,583	26,318
Total Expenditures	63,008,529	63,008,529	15,287,817	47,720,712
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(50,409,529)	(50,409,529)	(4,361,697)	46,047,832
OTHER FINANCING SOURCES				
Proceeds From Borrowing	-	-	-	-
NET CHANGE IN FUND BALANCE	\$ (50,409,529)	\$ (50,409,529)	\$ (4,361,697)	\$ 46,047,832

**SOUTHWESTERN ILLINOIS FLOOD PROTECTION DISTRICT COUNCIL
GENERAL FUND
STATEMENT OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL
ELEVEN MONTHS ENDED AUGUST 31, 2012 (Actual)
FISCAL YEAR ENDING SEPTEMBER 30, 2012 (Budget)**

	BUDGET		ACTUAL	VARIANCE WITH
	ORIGINAL	FINAL		FINAL BUDGET
				POSITIVE (NEGATIVE)
REVENUES				
Sales Tax Proceeds From Districts	\$ 11,000,000	\$ 11,000,000	\$ 10,405,383	\$ 594,617
Interest Income	878,365	878,365	848,280	30,085
Other Contributions	-	-	-	-
Total Revenues	<u>11,878,365</u>	<u>11,878,365</u>	<u>11,253,663</u>	<u>624,702</u>
EXPENDITURES				
Current				
Design and Construction				
Engineering Design & Construction Management	6,000,000	6,000,000	3,158,342	2,841,658
Construction	20,000,000	20,000,000	1,017,744	18,982,256
Construction and design by US ACE	1,100,000	1,100,000	-	1,100,000
Federal Cost-Share	-	-	-	-
Total Design and Construction	<u>27,100,000</u>	<u>27,100,000</u>	<u>4,176,086</u>	<u>22,923,914</u>
Professional Services				
Legal & Legislative Consulting	126,000	126,000	136,702	(10,702)
Construction Oversight	160,000	160,000	40,147	119,853
Impact Analysis/Research	1,000	1,000	-	1,000
Financial Advisor	20,000	20,000	2,085	17,915
Bond Underwriter/Conduit Issuer	93,529	93,529	-	93,529
Total Professional Services	<u>400,529</u>	<u>400,529</u>	<u>178,934</u>	<u>221,595</u>
Refund of Surplus Funds to County FPD Accounts				
Madison County	1,999,276	1,999,276	1,979,411	19,865
Monroe County	260,706	260,706	194,039	66,667
St. Clair County	1,241,796	1,241,796	2,013,830	(772,034)
Total Refund of Surplus Funds to County	<u>3,501,778</u>	<u>3,501,778</u>	<u>4,187,280</u>	<u>(685,502)</u>
Debt Service				
Principal and Interest	7,107,440	7,107,440	7,101,539	5,901
Federal Interest Subsidy	(910,140)	(910,140)	(455,070)	(455,070)
Total Debt Service	<u>6,197,300</u>	<u>6,197,300</u>	<u>6,646,469</u>	<u>(449,169)</u>
Total Operating Expenses	<u>37,199,607</u>	<u>37,199,607</u>	<u>15,188,769</u>	<u>22,010,838</u>
General and Administrative Costs				
Salaries, Benefits	189,365	189,365	172,939	16,426
Advertising	2,500	2,500	-	2,500
Bank Service Charges	420	420	539	(119)
Conference Registration	700	700	397	303
Equipment and Software	2,300	2,300	-	2,300
Fiscal Agency Services	20,000	20,000	33,071	(13,071)
Furniture	300	300	-	300
Meeting Expenses	1,000	1,000	186	814
Miscellaneous Startup Expenses	-	-	-	-
Office Rental	-	-	-	-
Postage/Delivery	600	600	225	375
Printing/Photocopies	2,500	2,500	351	2,149
Professional Services	18,000	18,000	14,900	3,100
Publications/Subscriptions	200	200	-	200
Supplies	1,350	1,350	1,095	255
Telecommunications/Internet	3,500	3,500	3,227	273
Travel	12,500	12,500	8,454	4,046
Other Business Expenses	-	-	-	-
Insurance	3,000	3,000	990	2,010
Total General & Administrative Costs	<u>258,235</u>	<u>258,235</u>	<u>236,374</u>	<u>21,861</u>
Total Expenditures	<u>37,457,842</u>	<u>37,457,842</u>	<u>15,425,143</u>	<u>22,032,699</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(25,579,477)	(25,579,477)	(4,171,480)	21,407,997
OTHER FINANCING SOURCES				
Proceeds From Borrowing	-	-	-	-
NET CHANGE IN FUND BALANCE	\$ (25,579,477)	\$ (25,579,477)	\$ (4,171,480)	\$ 21,407,997

Flood Prevention District Sales Tax Trends 2009-2013

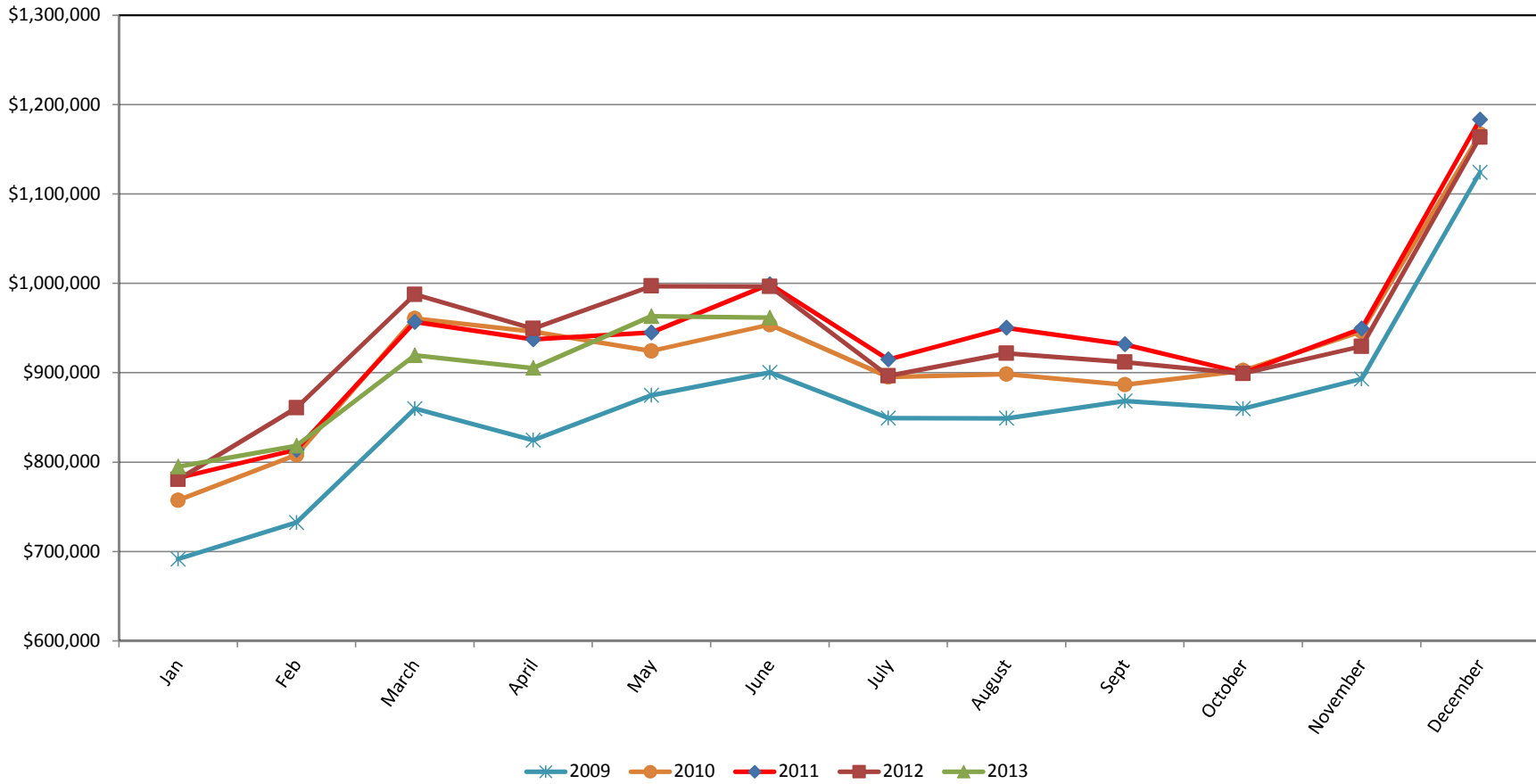
2009														County Share
Jan	Feb	March	April	May	June	July	August	Sept	October	November	December	Total		
Madison	\$321,968	\$336,765	\$397,425	\$387,385	\$414,350	\$421,402	\$399,616	\$401,188	\$400,090	\$404,847	\$405,930	\$492,814	\$4,783,780	46.319%
St. Clair	\$337,979	\$362,696	\$424,556	\$398,395	\$419,126	\$438,230	\$411,968	\$410,484	\$429,852	\$412,637	\$446,806	\$581,721	\$5,074,450	49.134%
Monroe	\$31,641	\$32,903	\$37,830	\$38,757	\$41,326	\$40,847	\$37,817	\$37,497	\$38,652	\$42,270	\$40,332	\$49,755	\$469,627	4.547%
Total Month	\$691,588	\$732,364	\$859,811	\$824,537	\$874,802	\$900,479	\$849,401	\$849,169	\$868,594	\$859,754	\$893,068	\$1,124,290	\$10,327,857	
Cumulative Total	\$691,588	\$1,423,952	\$2,283,763	\$3,108,300	\$3,983,102	\$4,883,581	\$5,732,982	\$6,582,151	\$7,450,745	\$8,310,499	\$9,203,567	\$10,327,857		
2010														
Madison	\$353,146	\$374,416	\$456,795	\$462,697	\$440,815	\$452,308	\$427,329	\$433,047	\$419,455	430,210	\$442,904	\$529,069	\$5,222,191	47.272%
St. Clair	\$367,458	\$399,480	\$464,089	\$439,748	\$439,139	\$458,299	\$421,447	\$423,718	\$424,971	\$429,581	\$457,927	587067	\$5,312,924	48.094%
Monroe	\$36,770	\$34,324	\$39,884	\$43,769	\$44,358	\$43,102	\$46,499	\$41,816	\$42,207	\$42,746	\$45,411	\$51,004	\$511,890	4.634%
Total Month	\$757,374	\$808,220	\$960,768	\$946,214	\$924,312	\$953,709	\$895,275	\$898,581	\$886,633	\$902,537	\$946,242	\$1,167,140	\$11,047,005	
Cumulative Total	\$757,374	\$1,565,594	\$2,526,362	\$3,472,576	\$4,396,888	\$5,350,597	\$6,245,872	\$7,144,453	\$8,031,086	\$8,933,623	\$9,879,865	\$11,047,005		
% change/month	9.51%	10.36%	11.74%	14.8%	5.7%	5.9%	5.4%	5.8%	2.1%	5.0%	6.0%	3.8%		
% change/total	9.51%	9.95%	10.62%	11.72%	10.39%	9.56%	8.95%	8.54%	7.79%	7.50%	7.35%	6.96%	6.96%	
2011														
Madison	\$380,021	\$383,976	\$460,129	\$454,562	\$466,904	\$477,396	\$436,637	\$473,303	\$448,256	\$444,204	\$455,842	\$538,000	\$5,419,230	48.108%
St. Clair	\$363,984	\$395,231	\$455,562	\$437,820	\$436,490	\$475,972	\$433,460	\$433,777	\$441,030	\$412,793	\$451,390	\$594,129	\$5,331,638	47.330%
Monroe	\$38,315	\$34,759	\$41,192	\$44,975	\$41,786	\$45,836	\$44,887	\$43,323	\$42,564	\$42,690	\$42,252	\$51,266	\$513,845	4.562%
Total Month	\$782,320	\$813,966	\$956,883	\$937,357	\$945,180	\$999,204	\$914,984	\$950,403	\$931,850	\$899,687	\$949,484	\$1,183,395	\$11,264,713	
Cumulative Total	\$782,320	\$1,596,286	\$2,553,169	\$3,490,526	\$4,435,706	\$5,434,910	\$6,349,894	\$7,300,297	\$8,232,147	\$9,131,834	\$10,081,318	\$11,264,713		
% change/month	3.29%	0.71%	-0.40%	-0.94%	2.26%	4.77%	2.20%	5.77%	5.10%	-0.32%	0.34%	1.39%		
% change/total	3.29%	1.96%	1.06%	0.52%	0.88%	1.58%	1.67%	2.18%	2.50%	2.22%	2.04%	1.97%	1.97%	
2012														
Madison	\$381,470	\$406,476	\$473,049	\$471,191	\$481,989	\$477,254	\$427,562	\$434,603	\$428,193	\$428,521	\$429,127	\$523,240	\$5,362,675	47.481%
St. Clair	\$361,727	\$415,491	\$468,490	\$432,173	\$468,782	\$473,567	\$425,923	\$441,838	\$438,184	\$424,289	\$454,916	\$589,183	\$5,394,563	47.763%
Monroe	\$37,471	\$38,904	\$46,086	\$46,051	\$46,231	\$45,671	\$43,063	\$45,307	\$45,641	\$46,230	\$45,429	\$51,062	\$537,146	4.756%
Total Month	\$780,668	\$860,871	\$987,625	\$949,415	\$997,002	\$996,492	\$896,548	\$921,748	\$912,018	\$899,040	\$929,472	\$1,163,485	\$11,294,384	
Cumulative Total	\$780,668	\$1,641,539	\$2,629,164	\$3,578,579	\$4,575,581	\$5,572,073	\$6,468,621	\$7,390,369	\$8,302,387	\$9,201,427	\$10,130,899	\$11,294,384		
% change/month	-0.21%	5.76%	3.21%	1.29%	5.48%	-0.27%	-2.01%	-3.02%	-2.13%	-0.07%	-2.11%	-1.68%		
% change/total	-0.21%	2.83%	2.98%	2.52%	3.15%	2.52%	1.87%	1.23%	0.85%	0.76%	0.49%	0.26%	0.26%	

Flood Prevention District Sales Tax Trends 2009-2013

	2013												
	Jan	Feb	March	April	May	June	July	August	Sept	October	November	December	Total
Madison	\$375,398	\$383,170	\$424,507	\$425,469	\$457,212	\$451,494							\$2,517,250
St. Clair	\$381,645	\$395,527	\$449,397	\$434,001	\$457,942	\$462,603							\$2,581,115
Monroe	\$37,888	\$39,679	\$45,689	\$45,913	\$48,212	\$47,694							\$265,075
Total Month	\$794,931	\$818,376	\$919,593	\$905,383	\$963,366	\$961,791							\$5,363,440
Cumulative Total	\$794,931	\$1,613,307	\$2,532,900	\$3,438,283	\$4,401,649	\$5,363,440							
% change/month	1.83%	-4.94%	-6.89%	-4.64%	-3.37%	-3.48%							
% change/total	1.83%	-1.72%	-3.66%	-3.92%	-3.80%	-3.74%							

Flood Prevention District Sales Tax Trends 2009-2013

Actual Receipts 2009-2013



**SOUTHWESTERN ILLINOIS FLOOD PREVENTION DISTRICT COUNCIL
SUPPLEMENTARY SUPPORTING SCHEDULE
BANK TRANSACTIONS
August 31, 2013**

Beginning Bank Balance August 1			\$ 514,566.40
Receipts			
	UMB	08/08/2013 Funds Transfer	7,400.97
	UMB	08/08/2013 Funds Transfer	264,862.83
	UMB	08/28/2013 Funds Transfer	348,098.37
		08/31/2013 August Interest	97.16
			620,459.33
Disbursements			
	HostGator.com	08/05/2013 Website	9.95
	AMEC Earth & Environmental, Inc.	08/08/2013 Construction	115,212.43
	CliftonLarsonAllen LLP	08/08/2013 Fiscal Agent	1,850.00
	Husch Blackwell Sanders	08/08/2013 Professional Services	65,150.40
	LInghorst Farms	08/08/2013 Construction	1,200.00
	Louis I Mund	08/08/2013 Construction	100.00
	Smith Dawson & Andrews	08/08/2013 Professional Services	5,000.00
	Tri-City Regional Port District	08/08/2013 Construction	200.00
	Wisper ISP, Inc.	08/08/2013 Internet	54.99
	The Bank-Service Fees	08/08/2013 Wire fee	20.00
	Marks & Associates	08/23/2013 Construction	17,673.27
	Phillip L. Johnson	08/23/2013 Construction	7,800.00
	Cost Less Copy Center	08/23/2013 Copies	611.70
	Dorgan, McPike & Assoc, LTD	08/23/2013 Professional Services	3,000.00
	Wisper ISP, Inc.	08/23/2013 Internet	54.99
	Madison County Title	08/23/2013 Construction	825.00
	Regions Mortgage	08/23/2013 Construction	300.00
	Town & County Title Co	08/23/2013 Construction	3,500.00
	AT&T	08/27/2013 Telephone	72.78
	The Bank-Service Fees	08/28/2013 Wire fee	10.00
	U. S. Army Corp of Engineers	08/29/2013 Construction	315,000.00
	USPS	08/30/2013 Postage	100.00
	The Bank-Service Fees	08/31/2013 August bank charges	16.44
			537,761.95
			\$ 597,263.78



Memo to: Board of Directors

From: Les Sterman

Subject: Authorization to Execute Contract with Republic Services/Roxana Landfill For Wetland Mitigation Services

Date: September 16, 2013

Section 404(b)(1) of the Federal Clean Water Act requires that anyone proposing activities within “waters of the United States” that are not water dependent is required to demonstrate that they have considered all appropriate reasonable and prudent measures to avoid and minimize impact to such waters. Furthermore, compensatory mitigation should be considered only after avoidance and minimization measures have been fully evaluated and applied to the extent practicable.

Because of the floodplain location of the levee systems and the proximity of wetland and streams that in some cases directly abut the levee, complete avoidance of all impacts is not feasible. Our designers have taken all practical and reasonable steps to avoid and minimize wetland impacts, but it will be necessary to replace about 26.49 acres of wetlands. Because some of those wetlands are of higher quality, it will be necessary to replace them at a ratio exceeding 1:1. In total, we have approval to provide 46.6 acres of wetland of various types to fully compensate for the wetlands that will be affected by the project.

In addition to impacts on wetlands, about 1,232 feet of existing streams will be affected. In accordance with existing state and federal guidance, we are proposing to acquire 2,707 stream mitigation credits (e.g. restoration or enhancement of existing streams) to compensate for project impacts.

While the Council will ultimately carry the legal responsibility, under the terms of our Section 404 permit, for monitoring and maintenance of mitigation sites, we do not have in-house operations capability nor do we seek to own property long-term. We have, therefore, secured a mitigation arrangement that divests ownership and operational responsibilities to a third-party, Republic Services, the firm that was selected by the Board in a competitive procurement in February 2012.

SCI Engineering developed the formal mitigation plan for Republic. That plan was recently approved by the Corps of Engineers.

In accordance with the action taken by the Board last year, we have negotiated the terms and conditions of the contract with Republic Services. We have also provided an advance payment to the firm to finalize the mitigation plan for approval by the Corps of Engineers. Because of comments from the Corps in reviewing that plan, certain modifications were made that slightly increased the cost from that first proposed last year, so I'm asking for approval to execute the contract at the new cost figure (an increase of about \$51,000 from the initially proposed \$1,347,500). This amount is well within the project budget reviewed by the Board in July 2013.

Recommendation: Authorize the Chief Supervisor execute a contract with Republic Services to provide wetland and stream mitigation for the project at a total cost of \$1,400,000. Under the terms of that agreement, Republic will provide all wetland and stream mitigation required by the plan approved by the Corps of Engineers. In addition, Republic will assure the performance of constructed wetlands and provide long-term monitoring to assure that agreed-upon performance standards are met for a period of at least five years as required by the Corps of Engineers.



Memo to: Board of Directors

From: Les Sterman

Subject: Amendment 3 to AMEC Work Order 8 – Construction Management for Construction Packages 2a, 2b, 4, 6

Date: September 18, 2013

Our agreement with AMEC Environment & Infrastructure provides for the firm to serve as the Council's construction manager for the project. The adopted project budget includes a total of \$5,183,000 for this purpose. The role of the construction manager is to act as the Council's representative in managing all phases of the construction process, including administration of construction contracts, assuring that all work meets the standards shown in contract documents, managing decisions in the field to interpret or clarify plans and specifications, and determining amounts to be paid to contractors. In May 2012, the Board adopted a Work Order that described the scope of construction management activities in detail and authorized funding for construction management activities relating to Construction Package #1. In accordance with our practice we anticipated that we would amend this Work Order as construction work is better defined and ready to proceed. In December, 2012 the Board adopted Amendment 1 that authorized certain expenditures for pre-construction activities for several bid packages. In May 2013, the Board adopted Amendment 2 that included bid packages 2a, 2b, 4, and 6. The proposed Amendment 3 applies to bid packages 3, 5, 7a, and 7b. We expect that bids for all construction packages will be solicited over the next couple of months.

While the possibility exists that the Corps will take responsibility for the work in bid packages 7a and 7b, AMEC is closely monitoring the design work and will be involved in formal design review activities as part of the Corps design process. AMEC also needs to expend the effort to monitor the design process in the event that they must assume responsibility for it should the Council decide to build the project. Covering both possible outcomes of the decision on construction of the Wood River cutoff walls could cause the construction management budget to increase, although some of the added costs might legitimately fall under the category of design, rather than construction management.

A detailed scope of work and cost estimate for the construction management services for bid packages 3, 5, 7a, and 7b is shown as an attachment to this memo. The costs associated with this amendment, and the cumulative costs for the construction management work order are shown in Table 1. Total construction management expenditures that would be authorized with the

adoption of Amendment 3 would be \$5,183,000, which represents the total budgeted costs for construction management. The cost associated with this amendment is \$2,806,002. Should the Council assume responsibility for building the Wood River cutoff walls (bid packages 7a and 7b), there will be additional construction management costs.

Table 1
**Construction Management (Work Order 8)
 Cost Summary**

<i>Bid Package</i>	<i>Bid Package Estimate</i>	<i>Original Work Order 8 (5.16.2012)</i>	<i>Amendment 1 (12.15.2012)</i>	<i>Amendment 2 5.15.2013</i>	<i>Amendment 3 (Proposed)</i>	<i>Total CM Cost Authorized</i>
1	\$250,000	\$27,000				\$27,000
2A	\$1,375,000			\$157,410		\$157,410
2B	\$7,594,000		\$90,060	\$399,140		\$489,200
3	\$16,545,000				\$1,081,122	\$1,081,122
4	\$4,430,000			\$472,513		\$472,513
5	\$18,014,000				\$1,225,000	\$1,225,000
6	\$27,136,000			\$1,230,755		\$1,230,755
7a	\$2,250,000		\$82,715	(\$82,715)	\$200,000	\$200,000
7b	\$12,296,970		\$98,225	(\$98,225)	\$300,000	\$300,000
TOTAL	\$89,890,970	\$27,000	\$271,000	\$2,078,878	\$2,806,122	\$5,183,000

Recommendation: Authorize the Chief Supervisor to execute Amendment 3 to Work Order 8 with AMEC Environment & Infrastructure as shown in Attachment 1 in the amount of \$2,806,002 to provide construction management services for Construction Packages 3, 5, 7a and 7b.

**Attachment A
Scope of Work**

**WORK ORDER NO: MSA01-WO08
CONSTRUCTION PHASE SERVICES**

AMEC Project No: 56317001

I. Services Provided by the Engineer (AMEC) during the Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. General Administration of Construction Contracts: Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. Resident Project Representative (RPR): Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Section II below. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Section II below.
 3. Pre-Construction Conference: Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
 4. Schedules: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
 5. Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
 6. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the

Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.
7. Defective Work: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
8. Clarifications and Interpretations; Field Orders: Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
9. Change Orders and Work Change Directives: Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.
10. Shop Drawings and Samples: Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

11. Substitutes and "or-equal": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor as required.
12. Inspections and Tests: Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
13. Disagreements between Owner and Contractor: Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
14. Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in

progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

15. Contractor's Completion Documents: Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided above, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided above.
 16. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
 17. Additional Tasks: Perform or provide the following additional Construction Phase tasks or deliverables:
 - a. No additional tasks identified.
 18. Final Notice of Acceptability of the Work: Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Attachment B (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of Paragraph I.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.
- B. Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractor for the last active project.
- C. Limitation of Responsibilities: Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

II. Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree.
- B. Through RPR's observations of Contractor's work in progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such RPR field checks or as a result of such RPR observations of Contractor's work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any contractor nor assumes responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific terms set forth in Section I above are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 1. General: RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
 3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
 4. Liaison:
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

5. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. Shop Drawings and Samples:
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. Review of Work and Rejection of Defective Work:
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
9. Inspections, Tests, and System Start-ups:
 - a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
 - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.
10. Records:

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

11. Reports:

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed change orders, work change directives, and field orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

12. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. Completion:

- a. Participate in visits to the Project to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final visit to the Project in the company of Engineer, Owner, and Contractor, and prepare a final list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Attachment B).

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept shop drawing or sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

III. Scope of Construction Phase Service

- A. Engineer shall furnish construction phase services as defined herein, for each construction contract (Bid Package). Currently, one package is completed and a total of six (6) construction contracts anticipated. Two packages are anticipated to be completed by the USACE. Each construction contract or Bid Package shall be a standalone single project, with a stipulated sum construction contract and a general contractor managing subcontractors, if any.
- B. The method of delivery shall be either design-bid-build (D-B-B) or design-build (D-B) in accordance with Table III-1 below.

- C. Bid Package estimated budgets are shown in Table III-1. This original agreement was for Bid Package 1, subsequent Bid Packages will be handled as Change Orders to this Work Order.

Table III-1		
Bid Package	Description	Cost Estimate
1	Gravity Drain & Toe Drain Rehabilitation (Original Agreement)	250,000
2A	Pump Stations (FL)	1,374,911
2B	Pump Stations (PdP, WR & MESD)	7,593,478
3	Relief Wells, Blanket Drain, & Seepage Berms (WR)	16,545,081
4	Clay Blanket, Relief Wells, Relief Well Collection System (MESD)	4,429,824
5	Clay Blanket, Relief Wells, Relief Well Collection System (MESD)	18,013,576
6	Relief Wells & Berms (PdP/FL)	27,136,051
7A	Cutoff Walls (Shallow)	2,249,814
7B	Cutoff Walls (Deep)	12,296,970

ORIGINAL AGREEMENT (6/8/2012)

Bid Package 01

- 1) Pre-Construction Conference (**complete**)
- 2) Responding to Requests for Information (RFIs) (**complete**)
- 3) Reviewing Shop Drawings (**complete**)
- 4) Observation, Inspection and Construction Management (**complete**)

Total for Bid Package 01 = \$ 27,0000

AMENDMENT 1 – (12/20/2012)

Bid Package 2B

- 1) Pre-Construction Conference/meetings, \$13,100
 - 2) USACE Meetings, \$48,000
 - 3) Responding to Requests for Information (RFIs), \$13,280
 - 4) Reviewing Shop Drawings, \$15,680
 - 5) Observation, Inspection and Construction Management, \$0
- Total for Bid Package 2B = \$ 90,060**

Bid Package 7A

- 1) Pre-Construction Conference/meetings, \$10,820
 - 2) USACE Meetings, \$ 40,140
 - 3) Responding to -Requests for Information (RFIs), \$16,100
 - 4) Reviewing Shop Drawings, \$15,580
 - 5) Observation, Inspection and Construction Management, \$0
- Total for Bid Package 7A =\$ 82,715**

Bid Package 7B

- 1) Pre-Construction Conference/meetings, \$17,220
 - 2) USACE Meetings, \$34,850
 - 3) Responding to Requests for Information (RFIs), \$24,100
 - 4) Reviewing Shop Drawings, \$22,080
 - 5) Observation, Inspection and Construction Management, \$0
- Total for Bid- Package 7B =\$ 98,225**

AMENDMENT 2 – (5/15/2013)

Bid Package 2A

- 1) Pre-Construction Conference/meetings, \$3,790
- 2) USACE Meetings, \$0
- 3) Responding to Requests for Information (RFIs), \$8,410
- 4) Reviewing Shop Drawings, \$11,200
- 5) Observation, Inspection and Construction Management, \$117,250
- 6) Construction Material Testing, \$11,985
- 7) Pump Startup, \$4,775

Total for Bid Package 2A = \$ 157,410

Bid Package 2B

- 1) Pre-Construction Conference/meetings, \$5,320
- 2) USACE Meetings, \$0
- 3) Responding to Requests for Information (RFIs), \$40,540
- 4) Reviewing Shop Drawings, \$53,900
- 5) Observation, Inspection and Construction Management, \$318,950
- 6) Construction Material Testing, \$47,490
- 7) Pump Startup, \$23,000

Amount in Amendment 1 = \$ 90,060

Amount in Amendment 2 = \$ 399,140

Bid Package 04

- 1) Pre-Construction Conference/meetings, \$5,797
- 2) USACE Meetings, \$17,100
- 3) Responding to Requests for Information (RFIs), \$9,380
- 4) Reviewing Shop Drawings, \$15,440
- 5) Observation, Inspection and Construction Management, \$242,461
- 6) Construction Material Testing, \$139,100
- 7) Pilot Holes, \$17,950
- 8) Relief Wells, \$18,000
- 9) Piezometer Installation, \$7,285

Total for Bid Package 04 = \$ 472,513

Bid Package 06

- 1) Pre-Construction Conference/meetings, \$7,307
 - 2) USACE Meetings, \$53,550
 - 3) Responding to Requests for Information (RFIs), \$17,280
 - 4) Reviewing Shop Drawings, \$16,240
 - 5) Observation, Inspection and Construction Management, \$790,521
 - 6) Construction Material Testing, \$249,762
 - 7) Pilot Holes, \$38,150
 - 8) Relief Wells, \$50,505
 - 9) Piezometer Installation, \$7,440
- Total for Bid Package 06 = \$ 1,230,755**

Bid Package 7A

- 1) Pre-Construction Conference/meetings, \$0
 - 2) USACE Meetings, \$ 0
 - 3) Responding to Requests for Information (RFIs), \$0
 - 4) Reviewing Shop Drawings, \$0
 - 5) Observation, Inspection and Construction Management, \$0
- Total for Bid Package 7A = \$ 0
- Amount in Amendment 1 = \$ 82,715
- Amount in Amendment 2 (\$ 82,715)**

Bid Package 7B

- 1) Pre-Construction Conference/meetings, \$0
 - 2) USACE Meetings, \$0
 - 3) Responding to Requests for Information (RFIs), \$0
 - 4) Reviewing Shop Drawings, \$0
 - 5) Observation, Inspection and Construction Management, \$0
- Total for Bid Package 7B = \$ 0
- Amount in Amendment 1 = \$ 98,225
- Amount in Amendment 2 (\$ 98,225)**

Total for Amendment 2 =\$2,078,878

AMENDMENT 3 – (9/18/2013)

Bid Package 3

Total for Bid Package 5 = \$ 1,081,122

Bid Package 5

Total for Bid Package 5 = \$ 1,225,000

Bid Package 7A

- 1) Pre-Construction Conference/meetings, \$30,000
- 2) USACE Meetings, \$30,000
- 3) Reviewing of Corps design, \$100,000
- 4) Observation during construction \$40,000

Total for Bid Package 7A = \$200,000

Bid Package 7B

- 1) Pre-Construction Conference/meetings, \$30,000
- 2) USACE Meetings, \$60,000
- 3) Reviewing of Corps design, \$135,000
- 4) Observation, Inspection and Construction Management, \$75,000

Total for Bid Package 7B = \$ 300,000

SUMMARY

Total for Original Agreement = \$ 27,000

Total for Amendment 1 = \$ 271,000

Total for Amendment 2 = \$2,078,878

Total for Amendment 3 = \$2,806,122

Total for Work Order 8 = \$5,183,000

Total Budgeted for WO 8 = \$5,183,000

**Attachment B
Notice of Acceptability of Work**

**WORK ORDER NO: MSA01-WO08
CONSTRUCTION PHASE SERVICES**

AMEC Project No: 56317001

NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
Owner

And To: _____
Contractor

From: _____
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, _____, and the terms and conditions set forth in this Notice.

By: _____

Title: _____

Dated: _____