



## MEMORANDUM

**TO:** Mayor Laurel L. Prussing and Members of the City Council  
**FROM:** William R. Gray, Director of Public Works  
Gale L. Jamison, Assistant City Engineer  
**DATE:** June 6, 2012  
**RE:** Main Street Road Diet Phase 2 Design

- Cedar Street to Vine Street Section
- Main Street & Race Street Signal Improvements (Highway Safety Improvement Program Grant)
- Grove Street to Dewey Street (Illinois Transportation Enhancement Project Grant)

### ISSUES AND DISCUSSION:

The City of Urbana currently is working with Clark Dietz, Inc. to prepare the Phase 1 Design Reports for the resurfacing of the pavements, upgrade signal installations and installation of on-street bike lanes and sidewalk and ramp improvements to comply with American with Disabilities Act (ADA) regulations on Main Street from Cedar Street to Dewey Street at the east corporate limits. Those Phase 1 Engineering Services are being provided under the terms of a City of Urbana Professional Engineering Services Agreement executed by the Mayor September 27, 2011. The Phase 1 engineering services were funded with local funds to get the project started without the lengthy professional services agreement review times typical of the Illinois Department of Transportation.

It was determined prudent to include the resurfacing from Elm Street to Griggs Street on Race Street and from Elm Street to Water Street on Broadway Avenue within the scope of the project. It is proposed to amend the September 27, 2011 Agreement to authorize the Phase 2 services for that locally funded portion of the project between Cedar Street and Vine Street and the resurfacing of Race Street and Broadway Avenue it is necessary to amend the current agreement with Clark Dietz, Inc. An amending resolution is attached along with a copy of the affected pages of the document. If a full copy of the Agreement is desired please contact Assistant City Engineer, Gale Jamison.

In order to maximize the utilization of grant funding it is necessary that the Phase 2 Design Engineering services to be provided by Clark Dietz, Inc. for both the HSIP Signalization Project and the ITEP Bike and Pedestrian Improvement Project be incorporated into new Illinois Department of Transportation (IDOT) Agreements for their approval. That will also require Local Agency/IDOT Agreements for Federal

Participation to be approved for each of the Grants to appropriately allocate the grant funds.

**FISCAL IMPACT:**

The Phase 1 Engineering Services provided by Clark Dietz, Inc. are currently being funded from TIF and local MFT funds where appropriate. The City was awarded an 80% HSIP Grant of \$230,850 for the design and construction of the signal modernization at the Main Street intersection with Race Street. The City also was the recipient of a \$625,931 ITEP Grant for the design and construction of the section of Main Street from Grove Street to Dewey Street at the east corporate limits. It is proposed that the local share of the project cost for the HSIP signal modernization at the Main Street and Race Street intersection and for the ITEP bike and pedestrian improvements and resurfacing from Grove Street to Dewey Street will be funded with State Motor Fuel Tax Funds. It is proposed that the signal modernization at the intersections of Broadway Avenue and Vine Street and the resurfacing, and bike and pedestrian improvements in the section from Cedar Street to Vine Street will be from TIF funds. It is proposed that the funding for the resurfacing of Race Street from Griggs Street to Main Street and from Main Street to Elm Street and Broadway Avenue from Water Street to Main Street and from Main Street to Elm Street is proposed to be funded from the local Motor Fuel Tax Fund. All fund expenditures are included within the current FY 1112 and proposed FY 1213 Capital Improvement Plans.

**RECOMMENDATION:**

It is recommended that the City Council approve the attached resolutions:

1. A RESOLUTION APPROVING AN AMENDMENT TO A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH CLARK DIETZ, INC. (Main Street Bike Lanes and Pedestrian Improvements)
2. A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A LOCAL AGENCY/STATE AGREEMENT FOR FEDERAL PARTICIPATION WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION (Main Street, ITEP, Bike Lanes and Pedestrian Improvements)
3. A RESOLUTION AUTHORIZING EXECUTION OF A PRELIMINARY ENGINEERING SERVICES AGREEMENT FOR FEDERAL PARTICIPATION WITH CLARK DIETZ, INC. – CHAMPAIGN, IL (Main Street, ITEP, Bike Lanes and Pedestrian Improvements)
4. A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A LOCAL AGENCY/STATE AGREEMENT FOR FEDERAL PARTICIPATION WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION (Main Street and Race Street, HSIP, Signal Improvements)
5. A RESOLUTION AUTHORIZING EXECUTION OF A PRELIMINARY ENGINEERING SERVICES AGREEMENT FOR FEDERAL PARTICIPATION WITH CLARK DIETZ, INC. – CHAMPAIGN, IL (Main Street and Race Street, HSIP, Signal Improvements)

RESOLUTION NO. 2012-06-037R

A RESOLUTION APPROVING AN AMENDMENT TO A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH CLARK DIETZ, INC.

(Main Street Bike Lanes and Pedestrian Improvements)

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Urbana, Champaign County, Illinois, as follows:

Section 1.

The Agreement between the City of Urbana, Illinois, and Clark Dietz, Inc. for Professional Engineering Services relating to certain Main Street improvements, dated the 27th day of September, 2011, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby amended as provided herein and as amended is confirmed and ratified.

A. The existing Agreement is hereby amended by:

(1) Substituting for page 1 of the existing Agreement the attachment hereto labeled page 1.

(2) Substituting for page 4 of the existing Agreement the attachment hereto labeled page 4.

(3) Substituting for page 5 of the existing Agreement the attachment hereto labeled page 5.

(4) Substituting for page 7 of the existing Agreement the attachment hereto labeled page 7.

(5) Substituting for page 20 of the existing Agreement the attachment hereto labeled page 20.

B. The existing Agreement is hereby further amended by adding the attached pages 38 through 49.

Section 2.

The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED by the City Council this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Laurel Lunt Prussing, Mayor

CITY OF URBANA  
PROFESSIONAL ENGINEERING SERVICES AGREEMENT

This Agreement is made between the City of Urbana, Illinois, hereinafter referred to as the "City", and:

*(Insert Complete Legal Name and Address of the Professional Engineer:)*

Clark Dietz, Inc.  
125 West Church Street  
Champaign, Illinois 61820

hereinafter referred to as the "Engineer", in consideration of the mutual promises contained herein.

This Agreement consists of seven sections, including seven exhibits A, B, C, D, E, F, G and H, and any Addendum attached.

The professional engineering services to be provided under this Agreement consist of those phases A through G checked below. A more particular description of each phase is contained in Section II, "Basic Services", of the Agreement and is further described in Exhibit C, "Scope of Work."

<i>(Please place an "X" in the appropriate boxes.)</i>		Phase	Description
Included in this agreement.	Not included in this agreement.		
<b>X</b>		A.	Study and Report Phase
<b>X</b>		B.	Preliminary Design Phase
<b>X</b>		C.	Final Design Phase
<b>X</b>		D.	Bidding Phase
	<b>X</b>	E.	Construction Survey and Layout Phase
	<b>X</b>	F.	Construction Inspection Phase
<b>X</b>		G.	Reimbursable Expenses (Ref. Section VI.C)

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3. Technical Analysis

Provide analysis of the City's needs, planning surveys, site evaluations, and comparative studies of prospective sites and solutions.

4. Economic Analysis  
Provide a general economic analysis of the City's requirements applicable to various alternatives in accordance with economic parameters and assumptions provided by the City.

5. Report Preparation

Prepare a report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved and the alternative solutions available to the City and setting forth the Engineer's findings and recommendations with opinions of probable costs for the Project, including construction cost, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, compensation for or damages to properties and interest and financing charges (all of which are hereinafter called "Project Costs").

6. Report Presentation

Furnish at least five (5) copies of the report and present and review the report in person with the City as the City Engineer shall direct. The cost of report reproduction shall be considered a reimbursable expense and paid in accordance with Section VI.C of this Agreement.

7. Supplementary Duties

The duties and responsibilities of Engineer during the Study and Report Phase shall include only those duties described above and those contained in the detailed Scope of Services attached to this Agreement as Exhibit C.

8. Completion Time

The Study and Report Phase shall be completed and Report submitted within the time period defined in the detailed Scope of Services attached as Exhibit C.

B. PRELIMINARY DESIGN PHASE

X	Included in this Agreement.
	Not included in this Agreement.

After written authorization to proceed with the Preliminary Design Phase, the Engineer shall:

1. Extent of Project

In consultation with the City and on the basis of the accepted report, determine the extent of the Project.



2. Preliminary Design Documents

Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.

3. Revised Project Costs

Based on the information contained in the preliminary design documents, submit a revised opinion of probable Project Costs.

4. Real Estate Acquisition: Legal Description and Plat

Based on preliminary design documents, furnish a legal description and recordable reproducible 8-1/2" x 11" plat of each parcel of real estate in which the City must acquire an interest in order to proceed with construction of the Project. The plat and legal description may be produced on more than one page for the purpose of clarity or legibility.

5. Document Presentation

Furnish five (5) copies of the above preliminary design documents and present and review such documents in person with the City as the City Engineer may direct. The cost of document reproduction shall be considered to be a reimbursable expense and paid in accordance with Section VI.C of this Agreement.

6. Supplementary Duties

The duties and responsibilities of the Engineer during the Preliminary Design Phase shall include only those duties described above and those contained in the detailed Scope of Services attached to this Agreement as Exhibit C.

7. Completion Time

The Preliminary Design Phase shall be completed and a report submitted within the time period defined in the detailed Scope of Services attached as Exhibit C, and summarized in Section VI, E of this Agreement.

C. FINAL DESIGN PHASE

X	Included in this Agreement.
	Not included in this Agreement.

1. Drawings and Specifications

On the basis of the accepted preliminary design documents and the revised opinion of probable Project Costs, prepare for incorporation in the Contract Documents final drawings to show the character and extent of the Project (hereafter called "Drawings") and Specifications. The specification shall consist of Technical Specifications as outlined in Section C-4 of this Agreement.

#### D. BIDDING PHASE

X	Included in this Agreement.
	Not included in this Agreement.

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The Engineer shall:

##### 1. Assist in Bidding

Assist the City in obtaining bids for each separate City contract for construction, materials, equipment and services.

##### 2. Advise Regarding Contractors and Subcontractors

Consult with and advise the City as to the acceptability of subcontractors and other persons and organizations proposed by the City's Contractors, hereafter called "Contractors," for those portions of the work as to which such acceptability is required by the bidding documents.

##### 3. Consult Regarding Substitutes

Consult with and advise the City as to the acceptability of substitute materials and equipment proposed by the Contractors when substitution prior to the award of contracts is allowed by the bidding documents.

##### 4. Distribute Plans and Contract Documents to Bidders

The Engineer shall reproduce ten (10) copies of the plans and contract documents and make them available to prospective bidders. The Engineer shall record the name, address, telephone number and fax number of each of the bidders taking a set of plans and contract documents. The Engineer shall collect from each of the bidders a payment for the plans equal to the amount of the cost of duplication. The payment from the bidder shall be made to the Engineer, which shall offset the cost of duplication, said amounts shall not be billed to the City but such offsets shall be documented and credited towards bill.

##### 5. Respond to Questions from Bidders

During the bidding period, the Engineer shall receive and respond to questions from prospective bidders. All responses shall be written and shall be provided to all prospective bidders. Questions received five (5) days before the bid opening shall be answered. Questions received between four (4) and two (2) days before the bid opening may be answered provided that a means exists to communicate the answer in writing to all the bidders. Questions received one (1) day before on the day of the bid opening shall not be answered. Information regarding particular bids shall be kept confidential from those not involved in the bid awarding process prior to the awarding of the bid. The Engineer's estimate of probable Project Costs shall not be shared with prospective bidders prior to the bid opening.

##### 6. Tabulate and Evaluate Bids

The Engineer shall prepare a bid tabulation which shall consist of a listing of all pay items in the contract documents, a listing of the Engineer's Opinion of Probable Costs, and a listing of the



**E. COMPLETION TIME AND MAXIMUM PAYMENT**

The Engineer shall complete all services described in Section II.A through F including all attachments to Section II within the time schedule and for an amount including direct expenses not to exceed the amount shown hereunder:

Section II	Description	Time Schedule <i>(Show completion date or duration in days)</i>	Maximum Compensation
A.	Study and Report Phase		\$207,462
B.	Preliminary Design Phase		\$106,283
C.	Final Design Phase		
D.	Bidding Phase		\$3,717
E.	Construction Survey and Layout Phase		\$0
F.	Construction Inspection Phase		\$0
G.	Reimbursable Expenses		\$15,738
<b>Total</b>		<b>June 2013</b>	<b>\$333,200</b>
<p>The maximum compensation for all Phases A through G shall not exceed (in words): Two Hundred Twenty Thousand Dollars.</p>			

**SECTION VII. SPECIAL PROVISIONS**

The following Exhibits are attached to and made part of this Agreement:

1. Exhibit A, "Direct Hourly Labor Costs of the Engineer", consisting of 1 page.
2. Exhibit B, "Invoice Data Sheet", consisting of 1 page.
3. Exhibit C, "Scope of Work", consisting of 49 pages.
4. Exhibit D, "EEO Contract Compliance Policy Statement", consisting of 4 pages.
5. Exhibit E, "Disclosure Affidavit", consisting of 4 pages.
6. Exhibit F, "Dual Representation Affidavit", consisting of 3 pages.
7. Exhibit G, "Insurance Certificate(s)", consisting of 1 page.

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RESOLUTION NO. 2012-06-038R

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A LOCAL AGENCY/STATE AGREEMENT FOR FEDERAL PARTICIPATION WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION

(Main Street, ITEP, Bike Lanes and Pedestrian Improvements)

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. That an agreement by and between the City of Urbana, Illinois and the Illinois Department of Transportation in substantially the form of the copy of said agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.


Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver, and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Laurel Lunt Prussing, Mayor

 <b>Illinois Department of Transportation</b> <b>Local Agency Agreement for Federal Participation</b>	Local Agency Urbana, City of	State Contract	Day Labor	Local Contract X	RR Force Account
	Section 09-00483-01-RS	Fund Type ITEP	ITEP Number 529007		
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		D-95-345-12	TE-00D5(103)		

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

#### Location

Local Name Main Street Route FAU 7124 Length 2 miles  
Termini Vine Street to University Avenue

Current Jurisdiction City of Urbana Existing Structure No \_\_\_\_\_

#### Project Description

Preliminary Engineering for preparation of plans and specifications and all other preliminary work to prepare this project for construction.

#### Division of Cost

Type of Work	HSIP	%	STATE	%	LA	%	Total
Participating Construction		( )		( )		( )	
Non-Participating Construction		( )		( )		( )	
Preliminary Engineering	158,000	( * )		( )	39,500	( Bal )	197,500
Construction Engineering		( )		( )		( )	
Right of Way		( )		( )		( )	
Railroads		( )		( )		( )	
Utilities		( )		( )		( )	
Materials							
<b>TOTAL</b>	<b>\$ 158,000</b>		<b>\$</b>		<b>\$ 39,500</b>		<b>\$ 197,500</b>

\*80% ITEP funds not to exceed \$158,000

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

#### Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

#### Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) \_\_\_\_\_

METHOD B--- \_\_\_\_\_ Monthly Payments of \_\_\_\_\_

METHOD C---LA's Share \_\_\_\_\_ divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

## Agreement Provisions

### THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the **LA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LA**, and **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LA** agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
  - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, in lump sum, an amount equal to 80% of the **LA**'s estimated obligation incurred under this Agreement, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LA** will pay to the **STATE**, an amount equal to the **LA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the **LA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the **LA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.



- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LA** is responsible for the payment of the railroad related expenses in accordance with the **LA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LA**'s concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LA**'s certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
  - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
  - (c) The **LA** shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the **LA** may invoice the **STATE** monthly for the **FHWA** and/or **STATE** share of the costs incurred for this phase of the improvement. The **LA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the **LA** will submit to the **STATE** a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the **LA** expends \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. **LA**'s that expend less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** with 30 days after the completion of the audit, but no later than one year after the end of the **LA**'s fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the **LA** is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. If you do not have a CCR number, you must register at <https://www.bpn.gov/ccr>. If the **LA**, as a sub-recipient of a federal funding, receives an amount equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

#### THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LA**'s certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LA** to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the **LA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the **LA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LA**;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

#### IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the **LA**, the **LA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LA**'s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE**'s USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the **STATE** is reimbursing the **LA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

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**ADDENDA**

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map

(Insert addendum numbers and titles as applicable)

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The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

**APPROVED**

Local Agency

Laurel Lunt Prussing

\_\_\_\_\_  
Name of Official (Print or Type Name)

Mayor

\_\_\_\_\_  
Title (County Board Chairperson/Mayor/Village President/etc.)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

The above signature certifies the agency's TIN number is  
376000524 conducting business as a Governmental  
Entity.

DUNS Number \_\_\_\_\_

**NOTE:** If signature is by an APPOINTED official, a resolution  
authorizing said appointed official to execute this agreement is  
required.

**APPROVED**

State of Illinois  
Department of Transportation

\_\_\_\_\_  
Ann L. Schneider, Secretary of Transportation

\_\_\_\_\_  
Date

By:

\_\_\_\_\_  
(Delegate's Signature)

\_\_\_\_\_  
(Delegate's Name - Printed)

\_\_\_\_\_  
William R. Frey, Interim Director of Highways/Chief Engineer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ellen J. Schanzle-Haskins, Chief Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Matthew R. Hughes, Director of Finance and Administration

\_\_\_\_\_  
Date

RESOLUTION NO. 2012-06-039R

A RESOLUTION AUTHORIZING EXECUTION OF A PRELIMINARY ENGINEERING SERVICES AGREEMENT FOR FEDERAL PARTICIPATION WITH CLARK DIETZ, INC. - CHAMPAIGN, IL

(Main Street, ITEP, Bike Lanes and Pedestrian Improvements)

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Urbana, Champaign County, Illinois, as follows:

Section 1.

A Preliminary Engineering Services Agreement With Clark Dietz, Inc. - Champaign, IL, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2.

The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.


PASSED by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Laurel Lunt Prussing, Mayor



Local Agency City of Urbana	 <b>Illinois Department of Transportation</b>  <b>Preliminary Engineering Services Agreement For Federal Participation</b>	<b>L O C A L  A G E N C Y</b>	Consultant Clark Dietz, Inc.
County Champaign			Address 125 West Church Street
Section 09-00483-01-RS			City Champaign
Project No. TE-00D5(102)			State IL
Job No. C-95-340-12			Zip Code 61820
Contact Name/Phone/E-mail Address Mr. Gale Jamison, P.E. 217-384-2385 gljamison@urbanaininois.us			Contact Name/Phone/E-mail Address Mr. Julian Jones, P.E. 217-373-8900 julian.jones@clarkdietz.com

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

#### Project Description

Name Main Street Bike Lanes and Pedestrian Improvements Route FAU 7124 Length 1.5 miles Structure No. n/a  
Termini Grove Street to Dewey Street

Description: The project includes on-street bicycle lanes, sidewalk and curb ramp removal and replacement, construction of a shared-use path, and pavement milling and resurfacing on Main Street in Urbana, Illinois. The ENGINEER will provide Phase II engineering services for the project.

#### Agreement Provisions

##### I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
3. To complete the services herein described within 12 months from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:
- a. employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
  - b. agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - c. paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - d. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - e. have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
  - f. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
  - g. have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER:
- Make such detailed surveys as are necessary for the planning and design of the PROJECT.
  - Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
  - Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
  - Design and/or approve cofferdams and superstructure shop drawings.
  - Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report. (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
  - Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
  - Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
  - Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
  - Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
  - Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
  - Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

**II. THE LA AGREES,**

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee       CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or  
 CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or  
 CPFF = 14.5%[(2.3 + R)DL + IHDC]  
 Please refer to the attached CECS form for Preliminary Engineering costs.

Where:    DL = Direct Labor  
          IHDC = In House Direct Costs  
          OH = Consultant Firm's Actual Overhead Factor  
          R = Complexity Factor

Specific Rate             (Pay per element)

Lump Sum                 \_\_\_\_\_

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

**III. IT IS MUTALLY AGREED,**

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (a) abide by the terms of the statement; and
    - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
  - (3) Any available drug counseling, rehabilitation and employee assistance program; and
  - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.



- 10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.
- 11. The ENGINEER agrees to abide by and comply with the LA's Equal Employment Opportunity Contract Compliance Policy Statement (attached as Exhibit D).

**Agreement Summary**

Prime Consultant:	TIN Number	Agreement Amount
Clark Dietz, Inc.	37-1212051	\$197,500.00
Sub-Consultants:	TIN Number	Agreement Amount
<b>Sub-Consultant Total:</b>		\$0.00
<b>Prime Consultant Total:</b>		\$197,500.00
<b>Total for all Work:</b>		\$197,500.00

Executed by the LA:

\_\_\_\_\_  
(Municipality/Township/County)

ATTEST:

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

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

\_\_\_\_\_  
Clerk


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

(SEAL)

Executed by the ENGINEER:

ATTEST:

Clark Dietz, Inc.

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

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

Title: PROJECT MANAGER

Title: Senior Vice President

**Exhibit A - Preliminary Engineering**

Route: FAU 7124  
 Local Agency: City of Urbana  
 (Municipality/Township/County)  
 Section: 09-00483-01-RS  
 Project: TE-00D5(102)  
 Job No.: C-95-340-12

\*Firm's **approved rates** on file with Bureau of Accounting and Auditing:

Overhead Rate (OH)	<u>177.99</u>	%
Complexity Factor (R)	<u>0</u>	
Months	<u>12</u>	

Method of Compensation:

Cost Plus Fixed Fee 1     14.5%[DL + R(DL) + OH(DL) + IHDC]

Cost Plus Fixed Fee 2     14.5%[DL + R(DL) + 1.4(DL) + IHDC]

Cost Plus Fixed Fee 3     14.5%[(2.3 + R)DL + IHDC]

Specific Rate           

Lump Sum               

**Cost Estimate of Consultant's Services in Dollars**

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
<b>Totals</b>									

Please refer to the attached CECS form for Preliminary Engineering costs.

Exhibit B



Engineering Payment Report

Prime Consultant

Name Clark Dietz, Inc.
Address 125 West Church Street, Champaign, IL 61820
Telephone 217-373-8900
TIN Number 37-1212051

Project Information

Local Agency City of Urbana
Section Number 09-00483-01-RS
Project Number TE-00D5(102)
Job Number C-95-340-12

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

Table with 3 columns: Sub-Consultant Name, TIN Number, Actual Payment from Prime. Includes summary rows for Sub-Consultant Total (\$0.00), Prime Consultant Total (\$197,500.00), and Total for all Work Completed (\$197,500.00).

[Signature] Senior Vice President
Signature and title of Prime Consultant

6.15.12
Date

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

**PAYROLL ESCALATION TABLE  
FIXED RAISES**

FIRM NAME Clark Dietz, Inc.  
PRIME/SUPPLEMENT Prime

DATE 05/03/12  
PTB NO. \_\_\_\_\_

CONTRACT TERM 12 MONTHS  
START DATE 6/1/2012  
RAISE DATE 1/1/2013

OVERHEAD RATE 177.99%  
COMPLEXITY FACTOR 0  
% OF RAISE 3.00%

**ESCALATION PER YEAR**

6/1/2012 - 1/1/2013

1/2/2013 - 6/1/2013

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

7  
12

5  
12

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

= 58.33%  
= 1.0125

42.92%

1.25%

**The total escalation for this project would be:**



# PAYROLL RATES

FIRM NAME Clark Dietz, Inc. DATE 05/03/12  
 PRIME/SUPPLEMENT Prime  
 PSB NO. \_\_\_\_\_

ESCALATION FACTOR 1.25%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
P9/8	\$68.28	\$69.13
P7/6	\$51.26	\$51.90
P5/4	\$38.64	\$39.12
P3/P 1-2	\$28.55	\$28.91
T5/T4	\$34.71	\$35.14
T3/T2	\$27.99	\$28.34
A5	\$47.35	\$47.94
A4/A3/A2	\$23.80	\$24.10
C3/C2	\$22.25	\$22.53
		\$0.00
		\$0.00
		\$0.00
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		\$0.00



**AVERAGE HOURLY PROJECT RATES**

FIRM Clark Dietz, Inc.  
 PSB \_\_\_\_\_  
 PRIME/SUPPLEMENT Prime

DATE 05/03/12

SHEET 1 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			FIELD SURVEY			BASE SHEETS			ROADWAY DESIGN			STRUCTURAL DESIGN			UTILITY ANALYSIS		
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
P9/8	69.13	0																	
P7/6	51.90	24	1.43%	0.74															
P5/4	39.12	628	37.51%	14.68	40	51.28%	20.06	2	4.55%	1.78	50	30.49%	11.93	18	100.00%	39.12	38	41.30%	16.16
P3/P1-2	28.91	412	24.61%	7.11				6	13.64%	3.94	54	32.93%	9.52				34	36.96%	10.68
T5/T4	35.14	610	36.44%	12.81	38	48.72%	17.12	36	81.82%	28.75	60	36.59%	12.86				20	21.74%	7.64
T3/T2	28.34	0																	
A5	47.94	0																	
A4/A3/A2	24.10	0																	
C3/C2	22.53	0																	
		0																	
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<b>TOTALS</b>		1674	100%	\$35.34	78	100%	\$37.18	44	100%	\$34.47	164	100%	\$34.30	18	100%	\$39.12	92	100%	\$34.48

**AVERAGE HOURLY PROJECT RATES**

**FIRM** Clark Dietz, Inc.  
**PSB** \_\_\_\_\_  
**PRIME/SUPPLEMENT** Prime

**DATE** 05/03/12

**SHEET** 2 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	ROADWAY PLANS			SPECIAL PROVISIONS			ESTIMATES			LAND ACQUISITION			BIDDING ASSISTANCE			PUBLIC MEETINGS		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
P9/8	69.13																		
P7/6	51.90																		
P5/4	39.12	228	25.79%	10.09	54	75.00%	29.34	36	38.30%	14.98	76	100.00%	39.12	6	50.00%	19.56	12	33.33%	13.04
P3/P1-2	28.91	232	26.24%	7.59	18	25.00%	7.23	34	36.17%	10.46				6	50.00%	14.45	16	44.44%	12.85
T5/T4	35.14	424	47.96%	16.86				24	25.53%	8.97							8	22.22%	7.81
T3/T2	28.34																		
A5	47.94																		
A4/A3/A2	24.10																		
C3/C2	22.53																		
<b>TOTALS</b>		884	100%	\$34.53	72	100%	\$36.57	94	100%	\$34.41	76	100%	\$39.12	12	100%	\$34.01	36	100%	\$33.70





Clark Dietz, Inc.  
Estimated Hours

Main Street Bike Lanes and Pedestrian Improvements  
Grove Street to Dewey Street  
Phase II Design  
Urbana, Illinois

PROJECT ELEMENT	Proj. Dir. P7/6	Proj. Mgr. P5/4	Proj. Engr. P3/1-2	Elec. Engr. P5/4	Struc. Engr. P5/4	P.L.S. P5/4	Des. Tech. T5/4	Total Hours
<b>A. FIELD SURVEY</b>								
1. Miscellaneous pick-up survey throughout project corridor.		2				24	24	50
2. Miscellaneous structure cuts & details throughout project corridor.						6	6	12
3. Stake & tie 20 proposed centerline control points.						8	8	16
4. Stake TCE points with lath.								0
5. Stake ROW points with iron monuments.								0
<hr/>								
Total Hours - Element A	0	2	0	0	0	38	38	78
A4. TCE staking will be performed during the construction phase.								
A5. ROW staking will be performed during the construction phase.								
<b>B. BASE SHEETS</b>								
1. Construction plan sheets.		2	4				24	30
2. Roadway cross section sheets.			2				12	14
<hr/>								
Total Hours - Element B	0	2	6	0	0	0	36	44
B2. Assumes cross section sheets will only be required along Weaver Park (1500' @ 50' @ 5 xs/sheet = 6 sheets).								

**Clark Dietz, Inc.**  
**Estimated Hours**

**Main Street Bike Lanes and Pedestrian Improvements**  
**Grove Street to Dewey Street**  
**Phase II Design**  
**Urbana, Illinois**

PROJECT ELEMENT	Proj. Dir. P7/6	Proj. Mgr. P5/4	Proj. Engr. P3/1-2	Elec. Engr. P5/4	Struc. Engr. P5/4	P.L.S. P5/4	Des. Tech. T5/4	Total Hours
<b>C. ROADWAY DESIGN</b>								
1. Perform site visit to review proposed sidewalk locations.		4	4					8
2. Review pavement evaluation final report.			2					2
3. Define existing and proposed typical section elements.		6	4				6	16
4. Update existing tin model and existing contours.			4				6	10
5. Determine and quantify drainage areas and compute discharges.								0
6. Compute pavement ponding and inlet spacing requirements and size storm sewer modifications for capacity within curb & gutter areas.								0
7. Determine flowline and adjusted invert elevations.								0
8. Perform cross section analysis at proposed sidewalk locations and determine sidewalk elevations.		16	20				36	72
9. Determine curb ramp geometry and elevations.		24	20				12	56
Total Hours - Element C	0	50	54	0	0	0	60	164
C3. Assumes that the existing base course will remain in place, with curb & gutter removal & replacement and milling & resurfacing only.								
C5. Assumes that the existing drainage system is adequate and that drainage calculations will not be required.								
C6. Assumes that storm sewer modifications will not be required since radius improvements will not be constructed.								
C7. Assumes that existing flowline and invert elevations will remain since radius improvements will not be constructed.								
C8. The City has indicated that detailed sidewalk elevations will not be required.								
C9. The City has indicated that detailed sidewalk elevations will not be required.								
<b>D. STRUCTURAL DESIGN</b>								
1. Review soil boring information.					2			2
2. Design segmental concrete block walls.					16			16
Total Hours - Element D	0	0	0	0	18	0	0	18
D2. Assumes two locations where segmental concrete block walls may be required based on the City's schematic design. PCC sidewalk curb will be used when possible.								

Clark Dietz, Inc.  
Estimated Hours

Main Street Bike Lanes and Pedestrian Improvements  
Grove Street to Dewey Street  
Phase II Design  
Urbana, Illinois

PROJECT ELEMENT	Proj. Dir. P7/6	Proj. Mgr. P5/4	Proj. Engr. P3/1-2	Elec. Engr. P5/4	Struc. Engr. P5/4	P.L.S. P5/4	Des. Tech. T5/4	Total Hours
<b>E. UTILITY ANALYSIS</b>								
1. Coordinate with the City and utility companies to obtain utility mapping.		4	8					12
2. Plot utility locations based on mapping information.			8				16	24
3. Analyze utility conflicts and revise designs as possible to mitigate.		6	6					12
4. Coordinate with utility companies for relocations of their facilities.		8	4				4	16
5. Meet with utility companies for additional information as required.		8	8					16
6. Review utility relocation plans. Advise the City on issuing permits.		12						12
<b>Total Hours - Element E</b>	<b>0</b>	<b>38</b>	<b>34</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>20</b>	<b>92</b>

E4. Includes preparation of highlighted utility plans and status of utilities to be adjusted for each utility owner.

E5. Assumes 4 meetings.

Clark Dietz, Inc.  
Estimated Hours

Main Street Bike Lanes and Pedestrian Improvements  
Grove Street to Dewey Street  
Phase II Design  
Urbana, Illinois

PROJECT ELEMENT	Proj. Dir. P7/6	Proj. Mgr. P5/4	Proj. Engr. P3/1-2	Elec. Engr. P5/4	Struc. Engr. P5/4	P.L.S. P5/4	Des. Tech. T5/4	Total Hours
<b>F. ROADWAY PLANS</b>								
1. Title sheet (1 sheet).		2					6	8
2. General notes (1 sheet).		8					4	12
3. Highway standards and legend (1 sheet).		2					6	8
4. Summary of quantities (2 sheets).		4	4				8	16
5. Schedule of quantities (2 sheets).		4	10				10	24
6. Typical sections (2 sheets).		8	8				16	32
7. Horizontal alignment layout and control (4 dbl panel sheets @ 1" = 40').		2	2			24	12	40
8. Removal plans (9 dbl panel sheets @ 1" = 20').		12	20				40	72
9. Roadway plans (9 dbl panel sheets @ 1" = 20').		48	72	2			102	224
10. Traffic control plans (2 detail sheets).		12	12				12	36
11. Storm water pollution prevention plans (4 dbl panel sheets @ 1" = 40').		4	8				12	24
12. Intersection details (5 dbl panel sheets @ 1" = 10').		24	28				28	80
13. Pavement marking and signing plans (9 dbl panel sheets @ 1" = 20' + 3 detail sheets).		8	24				40	72
14. Retaining wall details (2 sheets).		2	2		16		24	44
15. Miscellaneous details (2 sheets).		12	8				20	40
16. Cross sections (6 sheets @ 1" = 10' H & 1" = 5' V).		12	20				48	80
17. Incorporate QAQC review comments.		4	4				8	16
18. Submit preliminary plans to the City & IDOT. Incorporate review comments.		6	6				12	24
19. Update plans for additional comments and changes to IDOT standard drawings after final plans have been approved.		8	4				8	20
20. Convert existing topography & proposed geometry files from MicroStation to AutoCAD. Convert final plan sheets from MicroStation to PDF format. Submit files to the City.		4					8	12
<b>Total Hours - Element F</b>	<b>0</b>	<b>186</b>	<b>232</b>	<b>2</b>	<b>16</b>	<b>24</b>	<b>424</b>	<b>884</b>

F7. Includes proposed easements.

F9. Existing and proposed roadway profiles will not be provided. Proposed sidewalk elevations will be provided.

F16. Assumes cross section sheets will only be required along Weaver Park (1500' @ 50' intervals).

Clark Dietz, Inc.  
Estimated Hours

Main Street Bike Lanes and Pedestrian Improvements  
Grove Street to Dewey Street  
Phase II Design  
Urbana, Illinois

PROJECT ELEMENT	Proj. Dir. P7/6	Proj. Mgr. P5/4	Proj. Engr. P3/1-2	Elec. Engr. P5/4	Struc. Engr. P5/4	P.L.S. P5/4	Des. Tech. T5/4	Total Hours
<b>G. SPECIAL PROVISIONS</b>								
1. Technical special provisions; storm water pollution prevention plan; and BLRS, BDE, and BBS check sheets & special provisions.		32	18		2			52
2. Proposal/contract booklet.								0
3. Incorporate QAQC review comments.		6						6
4. Submit preliminary special provisions to the City & IDOT. Incorporate review comments.		8						8
5. Update special provisions for additional comments and changes to IDOT specifications after final special provisions have been approved.		6						6
<hr/>								
Total Hours - Element G	0	52	18	0	2	0	0	72
G2. The work effort will be performed by IDOT for a state project letting.								
<b>H. ESTIMATES</b>								
1. Pay item determination and quantity calculations.		16	20				24	60
2. Estimate of construction cost.		12	8					20
3. Estimate of construction time.		4	4					8
4. Incorporate QAQC review comments.		2	2					4
5. Submit preliminary estimates to the City & IDOT. Incorporate review comments.		2						2
<hr/>								
Total Hours - Element H	0	36	34	0	0	0	24	94

Clark Dietz, Inc.  
Estimated Hours

Main Street Bike Lanes and Pedestrian Improvements  
Grove Street to Dewey Street  
Phase II Design  
Urbana, Illinois

PROJECT ELEMENT	Proj. Dir. P7/6	Proj. Mgr. P5/4	Proj. Engr. P3/1-2	Elec. Engr. P5/4	Struc. Engr. P5/4	P.L.S. P5/4	Des. Tech. T5/4	Total Hours
<b>I. LAND ACQUISITION</b>								
1. Obtain PINs and basic legals for properties with required TCEs.						8		8
2. Prepare standard TCE document for approximately 50 properties.						36		36
3. Prepare TCE plat, legal description, and conveyance form for Victory Park.						4		4
4. Prepare TCE plat, legal description, and conveyance form for Weaver Park.						4		4
5. Prepare PE and TCE plats, legal descriptions, and conveyance forms for 3 properties (6 plats & legals) between Weaver Park & Dodson Dr.						24		24
Total Hours - Element I								
	0	0	0	0	0	76	0	76
<p>11. No plats will be created, only a simple &amp; brief legal description of the TCE for each affected property. Each TCE will be a constant width along the property line adjacent to the work. Property owner names will be provided by the City.</p> <p>12. The standard TCE document will be provided by the City. CDI will add the brief legal description and create a separate document (text only - no plat) for each affected property. The City indicated that title commitments will not be required for the standard TCE documents.</p> <p>13. Order title commitment for the Victory Park property and have <u>billed directly</u> to the City.</p> <p>14. Order title commitment for the Weaver Park property and have <u>billed directly</u> to the City.</p> <p>15. Order title commitments for three properties Weaver Park &amp; Dodson Drive and have <u>billed directly</u> to the City.</p>								
<b>J. BIDDING ASSISTANCE</b>								
1. Advertising.								0
2. Plan distribution.								0
3. Address bidders questions. Issue clarifications and addenda.		6	6					12
4. Prequalification evaluation of bidders.								0
5. Attend pre-bid conference.								0
6. Attend bid opening.								0
7. Review bids and prepare tabulation of bids.								0
Total Hours - Element J								
	0	6	6	0	0	0	0	12
<p>J. The work effort will be performed by IDOT for a state project letting. CDI will perform item J3 only.</p>								



Clark Dietz, Inc.  
Estimated Hours

Main Street Bike Lanes and Pedestrian Improvements  
Grove Street to Dewey Street  
Phase II Design  
Urbana, Illinois

PROJECT ELEMENT	Proj. Dir. P7/6	Proj. Mgr. P5/4	Proj. Engr. P3/1-2	Elec. Engr. P5/4	Struc. Engr. P5/4	P.L.S. P5/4	Des. Tech. T5/4	Total Hours
<b>K. PUBLIC MEETINGS</b>								
1. arrange for meeting facility.								0
2. prepare public information meeting exhibits.		4	8				8	20
3. prepare public notice.		2						2
4. prepare public notice mailing list.								0
5. set-up and attend public information meeting.		4	4					8
6. summarize meeting comments and prepare meeting minutes.		2	4					6
<hr/>								
Total Hours - Element K	0	12	16	0	0	0	8	36
<hr/>								
K1. The City will arrange for the meeting facility.								
K3. The City will advertise the public notice.								
K4. The City will prepare the public notice mailing list and mail the public notice.								
K5. Assumes one public information meeting.								
<hr/>								
<b>L. ADMINISTRATION</b>								
1. Project work plan and project files.		8						8
2. Project meetings (assume 4 meetings).		8	8					16
3. Meeting minutes.		4	4					8
4. Project administration (assume 12 months).		48						48
<hr/>								
Total Hours - Element L	0	68	12	0	0	0	0	80

Clark Dietz, Inc.  
Estimated Hours

Main Street Bike Lanes and Pedestrian Improvements  
Grove Street to Dewey Street  
Phase II Design  
Urbana, Illinois

PROJECT ELEMENT	Proj. Dir. P7/6	Proj. Mgr. P5/4	Proj. Engr. P3/1-2	Elec. Engr. P5/4	Struc. Engr. P5/4	P.L.S. P5/4	Des. Tech. T5/4	Total Hours
M. QAQC								
1. Perform QAQC review of plans, special provisions, and estimates.	24							24
Total Hours - Element M	24	0	0	0	0	0	0	24
TOTAL ELEMENTS A THRU M								
TOTAL HOURS - ELEMENTS A THRU M	24	452	412	2	36	138	610	1674



Direct Costs Check Sheet

Firm Name: Clark Dietz, Inc. PTB/Item No: \_\_\_\_\_

REQUIRED – DIRECT COSTS WILL ONLY BE ACCEPTED FOR INCLUSION IN CONTRACT WHEN DOCUMENTED ON THIS FORM.  
(Indicate only rate and quantities for this specific project.)

Item	Allowable	Contract (1) Rate	Quantity (n/a for work orders)	Total
Per Diem	Up to State Rate Maximum			\$0.00
Lodging (Overnight)	Up to State Rate Maximum			\$0.00
Lodging (Extended)	Actual Cost (based on IDOT's and firm's policy)			\$0.00
Air Fare Coach Rate (with two weeks' notice)	As Approved			\$0.00
Vehicles:	Up to State Rate Maximum	\$0.555	320.00	\$177.60
Mileage				
Daily Rate (owned or leased)	\$45/day			\$0.00
Overtime	(Premium Portion)			\$0.00
Tolls	Actual Cost			\$0.00
Digital Photo Processing	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
Cell Phones – (traffic systems, survey, phase III only)	\$70/month/phone (maximum) – Phase III (max. of three without IDOT approval)			\$0.00
Telephone Usage (traffic system monitoring)	Actual Cost			\$0.00
2-Way Radio (survey or phase III only)	Actual Cost			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost	\$10.00	14.00	\$140.00
Copies of Deliverables/Mylars (in-house)	Actual Cost	\$0.10	1,000.00	\$100.00
Copies of Deliverables/Mylars (outside)	Actual Cost			\$0.00
Specific Insurance (required for project)	Actual Cost			\$0.00
CADD	Actual Cost (max. \$15.00/hour)	\$15.00	606.00	\$9,090.00
Monuments (permanent)	Actual Cost			\$0.00
Advertisements	Actual Cost			\$0.00
Web Site	Actual Cost			\$0.00
Facility Rental for Public Meetings & Exhibits/Renderings & AV	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Recording Fees	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (requires 2-3 quotes)			\$0.00
Traffic Control and Protection	Actual Cost (requires 2-3 quotes)			\$0.00
Aerial Photography and Mapping	Actual Cost (requires 2-3 quotes)			\$0.00
Utility Exploratory Trenching	Actual Cost (requires 2-3 quotes)			\$0.00
Shift Differential	Actual Cost (based on firm's policy)			\$0.00
PROJECT Site Travel	Actual Cost (based on IDOT's and firm's policy)			\$0.00
	Actual Cost (requires 2-3 quotes)			\$0.00
GPS Equipment	Actual Cost	\$30.00	6.00	\$180.00
	Actual Cost (requires 2-3 quotes)			\$0.00
	Include 2-3 vendor quotes and explanation for necessity.			\$0.00
Copies of Deliverables/Mylars (in-house, 8.5" x 11", color)	Actual Cost	\$0.50	150.00	\$75.00
Copies of Deliverables/Mylars (in-house, 24" x 36")	Actual Cost	\$1.75	700.00	\$1,225.00
Phone and fax usage	Actual Cost	\$137.20	1.00	\$137.20
Postage	Actual Cost	\$0.50	40.00	\$20.00
<b>TOTAL</b>				<b>\$11,144.80</b>

1) Used to determine upper limit of compensation for direct cost. Unless maximum is specified under allowable, bill at actual cost.

Clark Dietz, Inc.  
Estimated In-House Direct Costs

Main Street Bike Lanes and Pedestrian Improvements  
Grove Street to Dewey Street  
Phase II Design  
Urbana, Illinois

PROJECT ELEMENT	Mileage	Reproduction	Phone & Fax	Postage	GPS Equipment	CAD	Totals
A. FIELD SURVEY	\$60.00	\$0.00	\$10.00	\$0.00	\$180.00	\$180.00	\$430.00
B. BASE SHEETS	\$0.00	\$20.00	\$0.00	\$0.00	\$0.00	\$600.00	\$620.00
C. ROADWAY DESIGN	\$20.00	\$50.00	\$15.00	\$0.00	\$0.00	\$900.00	\$985.00
D. STRUCTURAL DESIGN	\$0.00	\$10.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10.00
E. UTILITY ANALYSIS	\$20.00	\$250.00	\$25.00	\$50.00	\$0.00	\$300.00	\$645.00
F. ROADWAY PLANS	\$0.00	\$720.00	\$9.80	\$50.00	\$0.00	\$6,000.00	\$6,779.80
G. SPECIAL PROVISIONS	\$0.00	\$125.00	\$15.00	\$30.00	\$0.00	\$0.00	\$170.00
H. ESTIMATES	\$0.00	\$30.00	\$0.00	\$0.00	\$0.00	\$600.00	\$630.00
I. LAND ACQUISITION	\$40.00	\$20.00	\$10.00	\$10.00	\$0.00	\$330.00	\$410.00
J. BIDDING ASSISTANCE	\$0.00	\$0.00	\$20.00	\$0.00	\$0.00	\$0.00	\$20.00
K. PUBLIC MEETINGS	\$20.00	\$125.00	\$10.00	\$0.00	\$0.00	\$180.00	\$335.00
L. ADMINISTRATION	\$17.60	\$50.00	\$22.40	\$20.00	\$0.00	\$0.00	\$110.00
M. QAQC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL ELEMENTS A THRU M</b>	<b>\$177.60</b>	<b>\$1,400.00</b>	<b>\$137.20</b>	<b>\$160.00</b>	<b>\$180.00</b>	<b>\$9,090.00</b>	<b>\$11,144.80</b>

## Exhibit D

### EEO CONTRACT COMPLIANCE POLICY STATEMENT

- (1) *Non-discrimination pledge.* The contracting entity shall not discriminate against any employee during the course of employment or applicant for employment because of race, color, creed, class, national origin, religion, sex, age, marital status, physical or mental disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation or any other legally protected group status.
- (2) *Notices.* The contracting entity shall post notices regarding non-discrimination in conspicuous places available to employees and applicants for employment. The notices shall be provided by the City, setting forth the provisions of the nondiscrimination pledge.
- (3) *Solicitation and ads for employment.* The contracting entity shall, in all solicitations and advertisements for employees placed by or on behalf of the contracting entity state that all qualified applicants will receive consideration for employment as provided for in the City's Human Rights Ordinance. An advertisement in a publication may state "This is an Equal Opportunity Employer," which statement shall meet the requirements of this section.
- (4) *EEO Compliance.* The contracting entity shall make good faith efforts to ensure compliance with the goals and procedures of these Policies and Procedures.
- (5) *Review of employment practices.* The City may periodically review the employment practices and procedures of contracting entities to determine compliance with the provisions of this article, and require such entities to file the appropriate reports as required by these Policies and Procedures.
- (6) *Notice to other agencies.* The City shall, in appropriate cases, notify the concerned contracting agency, the Illinois Department of Human Rights, the United States Department of Justice, or other appropriate federal, state or city agencies whenever it has reason to believe that practices of any contracting entity have violated any provision of law relating to human rights.

#### CITY CONTRACTORS:

- (1) *Employment relations.* The contracting entity shall send prior to the effective date of the contract to each labor union, employment service agency, or representative of workers with which the contracting entity has a collective bargaining agreement or other contract or understanding, a notice as set forth in section (2) advising the labor union, worker representative, employment service agency of the contracting entity's commitment under the non-discrimination pledge.
- (2) *Access to books.* The contracting entity shall permit access to all books, records and accounts pertaining to its employment practices by the Human Relations Office or designee for purposes of investigation to ascertain compliance with this provision.
- (3) *Reports.* The contracting entity shall provide periodic compliance reports to the Human Relations Office, upon request. Such reports shall be within the time and in the manner proscribed by the City and describe efforts made to comply with the provisions of this policy.
- (4) *Inspections.* The contracting entity shall fully cooperate with any on-site inspections conducted by the Urbana Human Relations Officer or his designee. Such inspections shall include an interview with the on-site supervisor as well as a count of on-site workforce composition. Such inspections shall be conducted at least once per month for any and all City contracted worksites.

(5) *Subcontractors.* The contractor shall include the provisions of the foregoing paragraphs in every subcontract so that the provisions will be binding upon each subcontractor.

(6) *Provisional Certification.* Should the Human Relations Commission identify significant areas of concern in regards to equal employment opportunity, the contracting entity may be issued a provisional certification. This certification is intended to provide the contracting entity with an opportunity to improve its efforts towards increasing diversity within its workforce. While on provisional certification, the Human Relations Commission may request additional documentation that demonstrates the contracting entities' good faith efforts towards achieving equal employment opportunity.

"Good Faith Effort" means documented actions reasonably calculated to meet an established hiring goal or to correct or eliminate deficiencies or deviations from accepted equal employment opportunity practices or those practices recommended or required by the United States Office of Federal Contract Compliance Programs or its successors, or Uniform Guidelines on Employee Selection Procedures promulgated by the United States Equal Opportunity Commission or its successor.

Contractors receiving a "provisional certification" shall document and submit all good faith efforts to improve EEO compliance. Upon review, the Contractor shall provide, at minimum the following information: (1) total positions vacated, (2) total positions filled, (3) total applicants for vacant positions, (4) total minority applicants for vacant positions, (5) total female applicants for vacant positions and (6) any and all "good faith efforts" to either recruit or increase the representation in the applicant pool of qualified minority and women applicants. Some methods of increasing these pools are listed below. While the Contractor is under no obligation to implement any of the measures provided below, good faith implementation of such efforts will be strongly favored by the Commission in evaluating the Contractor's compliance program.

1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor shall specifically ensure that all supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
2. Disseminate the Contractor's EEO Statement and Sexual Harassment Policy:
  - a. by providing notice of the policies to unions and training programs and requesting their cooperation in assisting the Contractor in meeting EEO/AA obligations;
  - b. by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newsletter, annual reports, etc.;
  - c. by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and
  - d. by posting the company EEO/AA policy statement on bulletin boards accessible to all employees at each location where construction work is performed.
3. Disseminate the Contractor's EEO policy commitment externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to and discuss the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
4. Provide immediate written notification to the Urbana Human Relations Office when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other



information that the union's referral process has impeded the Contractor's efforts to meet its obligations.

5. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the City and to maintain records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, race, gender, status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that the existing records satisfy the requirement, Contractors shall not be required to maintain separate records.
6. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
7. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its union have employment opportunities available, and maintain all records of the organizations' responses.
8. Maintain a current file of the names, addresses and telephone number of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
9. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs. The Contract shall provide notice of these programs to the sources compiled under paragraph 6.
10. Conduct an annual review of the company's EEO policy obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendent, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and dispositions of the subject matter.

#### DETERMINATION OF NON-COMPLIANCE

In the event that a contractor (1) fails to comply with the above subsections and/or (2) fails to demonstrate good faith efforts to achieve workforce diversity or (3) fails to comply with any provision of city, state or federal law relations to human rights, the City will take the followings actions:

1. Notify the Contractor that the Human Relations Commission has made initial determination non-compliance. Such notification shall specific the nature and type of non-compliance.
2. Provide an opportunity for the Contractor to submit additional documentation of good faith efforts

3. Determine a date on which the Human Relations Commission's initial determination will be reviewed. Such review will generally occur at the regularly scheduled Human Relations Commission meeting immediately subsequent to the meeting at which the initial determination of non-compliance was made. At this meeting, the Contractor will be given the opportunity to provide public input regarding its compliance efforts. Interested members of the public will also have the opportunity to offer opinions regarding the Contractor's compliance efforts. At the conclusion of the discussion, the Human Relations Commission will determine by simple majority vote whether the Contractor is in compliance.
4. If the Human Relations Commission determines that the Contractor is not in compliance with EEO standards, the Chair of the Human Relations Commission shall report such non-compliance to the Mayor pursuant to Section 2-119(c)(3) and (4) of the Urbana City Code. The above-referenced Code states in part:

*(3) The commission on human relations chairperson shall inform a noncomplying person of the nature and extent of noncompliance. If the noncompliance persists, the chairperson of the human relations commission, the mayor and the noncomplying person shall together examine the charges of noncompliance and, if the mayor concurs in the findings of noncompliance, the noncomplying person shall be ineligible to contract with, sell materials or services to, or maintain financial relations with the city. Noncompliance by a person already under contract shall be deemed a material breach of contract.*

*(4) Any person held ineligible under subsection (c)(3) above or the human relations commission, if not in concurrence with the ruling of the mayor, may appeal in writing to the city council, provided such appeal is filed with the city clerk at least five (5) days prior to the council meeting at which such appeal will be considered. The city council, on the basis of written appeal and of the report of the mayor, shall affirm, amend or reverse the action of the mayor.*

#### REMEDIES FOR NON-COMPLIANCE

*(7) Remedies.* In the event that any contracting entity fails to comply with the above subsections, or fails to comply with or make good faith efforts to comply with this policy or any provision of city, state or federal law relating to human rights, after the City has provided written notice to the contracting entity of such failure to comply and provided the contracting entity with an opportunity to present its explanation to the Human Relations Commission relative to such failure to comply, then the City, at its option, may declare the contracting entity to be in default of this agreement and take, without election, any or all of the following actions specified in Section 2-119(c)(3) of the Urbana City Code.

RESOLUTION NO. 2012-06-040R

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A LOCAL AGENCY/STATE AGREEMENT FOR FEDERAL PARTICIPATION WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION

(Main Street and Race Street, HSIP, Signal Improvements)

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. That an agreement by and between the City of Urbana, Illinois and the Illinois Department of Transportation in substantially the form of the copy of said agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.


Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver, and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Laurel Lunt Prussing, Mayor

 <b>Illinois Department of Transportation</b> <b>Local Agency Agreement for Federal Participation</b>	Local Agency Urbana, City of	State Contract	Day Labor	Local Contract X	RR Force Account
	Section 11-00510-00-TL	Fund Type HSIP	ITEP Number		
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		D-95-344-12	HSIP-5181(052)		

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

#### Location

Local Name Main Street & Race Street Intersection Route FAU 7124 Length \_\_\_\_\_  
Termini Intersection of Main Street and Race Street

Current Jurisdiction City of Urbana Existing Structure No \_\_\_\_\_

#### Project Description

Preliminary Engineering for preparation of plans and specifications and all other preliminary work to prepare this project for construction.

#### Division of Cost

Type of Work	HSIP	%	STATE	%	LA	%	Total
Participating Construction		( )		( )		( )	
Non-Participating Construction		( )		( )		( )	
Preliminary Engineering	25,200	( * )		( )	2,800	( Bal )	28,000
Construction Engineering		( )		( )		( )	
Right of Way		( )		( )		( )	
Railroads		( )		( )		( )	
Utilities		( )		( )		( )	
Materials							
<b>TOTAL</b>	<b>\$ 25,200</b>		<b>\$</b>		<b>\$ 2,800</b>		<b>\$ 28,000</b>

\*90% HSIP funds not to exceed \$25,200

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

#### Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

#### Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) \_\_\_\_\_

METHOD B--- \_\_\_\_\_ Monthly Payments of \_\_\_\_\_

METHOD C---LA's Share \_\_\_\_\_ divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

## Agreement Provisions

### THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the **LA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LA**, and **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LA** agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
  - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, in lump sum, an amount equal to 80% of the **LA**'s estimated obligation incurred under this Agreement, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LA** will pay to the **STATE**, an amount equal to the **LA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the **LA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the **LA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LA** is responsible for the payment of the railroad related expenses in accordance with the **LA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LA**'s concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LA**'s certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
  - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
  - (c) The **LA** shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the **LA** may invoice the **STATE** monthly for the **FHWA** and/or **STATE** share of the costs incurred for this phase of the improvement. The **LA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the **LA** will submit to the **STATE** a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the **LA** expends \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. **LA**'s that expend less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** with 30 days after the completion of the audit, but no later than one year after the end of the **LA**'s fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the **LA** is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. If you do not have a CCR number, you must register at <https://www.bpn.gov/ccr>. If the **LA**, as a sub-recipient of a federal funding, receives an amount equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

#### THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LA**'s certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LA** to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the **LA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the **LA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LA**;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

#### IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the **LA**, the **LA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LA**'s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE**'s USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the **STATE** is reimbursing the **LA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application



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**ADDENDA**

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map

(Insert addendum numbers and titles as applicable)

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The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

**APPROVED**

Local Agency

Laurel Lunt Prussing

\_\_\_\_\_  
Name of Official (Print or Type Name)

Mayor

\_\_\_\_\_  
Title (County Board Chairperson/Mayor/Village President/etc.)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

The above signature certifies the agency's TIN number is  
376000524 conducting business as a Governmental  
Entity.

DUNS Number \_\_\_\_\_

**NOTE:** If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

**APPROVED**

State of Illinois  
Department of Transportation

\_\_\_\_\_  
Ann L. Schneider, Secretary of Transportation

\_\_\_\_\_  
Date

By:

\_\_\_\_\_  
(Delegate's Signature)

\_\_\_\_\_  
(Delegate's Name - Printed)

\_\_\_\_\_  
William R. Frey, Interim Director of Highways/Chief Engineer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ellen J. Schanzle-Haskins, Chief Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Matthew R. Hughes, Director of Finance and Administration

\_\_\_\_\_  
Date

RESOLUTION NO. 2012-06-041R

**A RESOLUTION AUTHORIZING EXECUTION OF A PRELIMINARY ENGINEERING SERVICES AGREEMENT FOR FEDERAL PARTICIPATION WITH CLARK DIETZ, INC. - CHAMPAIGN, IL**

**(Main Street and Race Street, HSIP, Signal Improvements)**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Urbana, Champaign County, Illinois, as follows:

Section 1.

A Preliminary Engineering Services Agreement With Clark Dietz, Inc. - Champaign, IL, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2.

The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Laurel Lunt Prussing, Mayor

Local Agency City of Urbana	 <b>Illinois Department of Transportation</b>  <b>Preliminary Engineering Services Agreement For Federal Participation</b>	Consultant Clark Dietz, Inc.
County Champaign		Address 125 West Church Street
Section 11-00510-00-TL		City Champaign
Project No. HSIP-05181(051)		State IL
Job No. C-95-341-12		Zip Code 61820
Contact Name/Phone/E-mail Address Mr. Gale Jamison, P.E. 217-384-2385 gljamison@urbanaininois.us		Contact Name/Phone/E-mail Address Mr. Julian Jones, P.E. 217-373-8900 julian.jones@clarkdietz.com

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

#### Project Description

Name Main Street & Race Street Traffic Signal Modernization Route FAU 7124 & 7181 Length n/a Structure No. n/a

Termini Intersection of Main Street and Race Street

Description: The project consists of traffic signal modernization at the intersection of Main Street and Race Street in Urbana, Illinois. The ENGINEER will provide Phase II engineering services for the project.

#### Agreement Provisions

##### I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
3. To complete the services herein described within 12 months from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:
- a. employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
  - b. agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - c. paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - d. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - e. have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
  - f. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
  - g. have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER:
- Make such detailed surveys as are necessary for the planning and design of the PROJECT.
  - Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
  - Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
  - Design and/or approve cofferdams and superstructure shop drawings.
  - Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
  - Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
  - Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
  - Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
  - Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
  - Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
  - Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

**II. THE LA AGREES,**

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee       CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or  
 CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or  
 CPFF = 14.5%[(2.3 + R)DL + IHDC]  
 Please refer to the attached CECS form for Preliminary Engineering costs.

Where:      DL = Direct Labor  
              IHDC = In House Direct Costs  
              OH = Consultant Firm's Actual Overhead Factor  
              R = Complexity Factor

Specific Rate               (Pay per element)

Lump Sum                  \_\_\_\_\_

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum o money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

**III. IT IS MUTALLY AGREED,**

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (a) abide by the terms of the statement; and
    - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
  - (3) Any available drug counseling, rehabilitation and employee assistance program; and
  - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

- 10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.
- 11. The ENGINEER agrees to abide by and comply with the LA's Equal Employment Opportunity Contract Compliance Policy Statement (attached as Exhibit D).

**Agreement Summary**

Prime Consultant:	TIN Number	Agreement Amount
Clark Dietz, Inc.	37-1212051	\$28,000.00

Sub-Consultants:	TIN Number	Agreement Amount
<b>Sub-Consultant Total:</b>		\$0.00
<b>Prime Consultant Total:</b>		\$28,000.00
<b>Total for all Work:</b>		\$28,000.00

Executed by the LA:

\_\_\_\_\_ (Municipality/Township/County)

ATTEST:

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

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

(SEAL)

Executed by the ENGINEER:

ATTEST:

Clark Dietz, Inc.

By: *[Signature]*  
 Title: PROJECT MANAGER

By: *[Signature]*  
 Title: Senior Vice President

**Exhibit A - Preliminary Engineering**

Route: FAU 7124 & 7181  
 Local Agency: City of Urbana  
 (Municipality/Township/County)  
 Section: 11-00510-00-TL  
 Project: HSIP-05181(051)  
 Job No.: C-95-341-12

\*Firm's **approved rates** on file with  
 Bureau of Accounting and Auditing:

Overhead Rate (OH) 177.99 %  
 Complexity Factor (R) 0  
 Months 12

Method of Compensation:

- Cost Plus Fixed Fee 1  14.5%[DL + R(DL) + OH(DL) + IHDC]
- Cost Plus Fixed Fee 2  14.5%[DL + R(DL) + 1.4(DL) + IHDC]
- Cost Plus Fixed Fee 3  14.5%[(2.3 + R)DL + IHDC]
- Specific Rate
- Lump Sum

**Cost Estimate of Consultant's Services in Dollars**

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
<b>Totals</b>									

Please refer to the attached CECS form  
 for Preliminary Engineering costs.





**PAYROLL ESCALATION TABLE  
FIXED RAISES**

FIRM NAME Clark Dietz, Inc.  
PRIME/SUPPLEMENT Prime

DATE 05/03/12  
PTB NO. \_\_\_\_\_

CONTRACT TERM 12 MONTHS  
START DATE 6/1/2012  
RAISE DATE 1/1/2013

OVERHEAD RATE 177.99%  
COMPLEXITY FACTOR 0  
% OF RAISE 3.00%

**ESCALATION PER YEAR**

6/1/2012 - 1/1/2013
7
-----
12

1/2/2013 - 6/1/2013
5
-----
12

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= 58.33%  
= 1.0125

42.92%

**The total escalation for this project would be:**

1.25%

### PAYROLL RATES

FIRM NAME Clark Dietz, Inc. DATE 05/03/12  
 PRIME/SUPPLEMENT Prime  
 PSB NO. \_\_\_\_\_  
 ESCALATION FACTOR 1.25%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
P9/8	\$68.28	\$69.13
P7/6	\$51.26	\$51.90
P5/4	\$38.64	\$39.12
P3/P1-2	\$28.55	\$28.91
T5/T4	\$34.71	\$35.14
T3/T2	\$27.99	\$28.34
A5	\$47.35	\$47.94
A4/A3/A2	\$23.80	\$24.10
C3/C2	\$22.25	\$22.53
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00



**AVERAGE HOURLY PROJECT RATES**

FIRM Clark Dietz, Inc.  
PSB \_\_\_\_\_  
PRIME/SUPPLEMENT Prime

DATE 05/03/12

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			BASE SHEETS			STRUCTURAL DESIGN			UTILITY ANALYSIS			SIGNAL PLANS			SPECIAL PROVISIONS		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
P9/8	69.13	0																	
P7/6	51.90	6	2.48%	1.29															
P5/4	39.12	98	40.50%	15.84				2	100.00%	39.12	4	100.00%	39.12	44	29.33%	11.48	16	66.67%	26.08
P3/P1-2	28.91	74	30.58%	8.84										48	32.00%	9.25	8	33.33%	9.64
T5/T4	35.14	64	26.45%	9.29	2	100.00%	35.14							58	38.67%	13.59			
T3/T2	28.34	0																	
A5	47.94	0																	
A4/A3/A2	24.10	0																	
C3/C2	22.53	0																	
		0																	
		0																	
		0																	
		0																	
		0																	
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		0																	
		0																	
		0																	
<b>TOTALS</b>		242	100%	\$35.26	2	100%	\$35.14	2	100%	\$39.12	4	100%	\$39.12	150	100%	\$34.32	24	100%	\$35.72

### AVERAGE HOURLY PROJECT RATES

FIRM Clark Dietz, Inc.  
 PSB \_\_\_\_\_  
 PRIME/SUPPLEMENT Prime

DATE 05/03/12

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	ESTIMATES			BIDDING ASSISTANCE			ADMINISTRATION			QAQC								
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
P9/8	69.13																		
P7/6	51.90																		
P5/4	39.12	14	38.89%	15.21	4	100.00%	39.12	14	100.00%	39.12	6	100.00%	51.90						
P3/P1-2	28.91	18	50.00%	14.45															
T5/T4	35.14	4	11.11%	3.90															
T3/T2	28.34																		
A5	47.94																		
A4/A3/A2	24.10																		
C3/C2	22.53																		
<b>TOTALS</b>		36	100%	\$33.57	4	100%	\$39.12	14	100%	\$39.12	6	100%	\$51.90	0	0%	\$0.00	0	0%	\$0.00

Clark Dietz, Inc.  
Estimated Hours

Main Street and Race Street  
Traffic Signal Modernization  
Phase II Design  
Urbana, Illinois

PROJECT ELEMENT	Proj. Dir. P7/6	Proj. Mgr. P5/4	Proj. Engr. P3/1-2	Elec. Engr. P5/4	Struc. Engr. P5/4	P.L.S. P5/4	Des. Tech. T5/4	Total Hours
<b>A. BASE SHEETS</b>								
1. Construction plan sheets.							2	2
2. Roadway cross section sheets.								0
Total Hours - Element A								
	0	0	0	0	0	0	2	2
A2. Assumes cross section sheets will not be required.								
<b>B. STRUCTURAL DESIGN</b>								
1. Review soil boring information from MET. Determine unconfined compressive strength of soil.					2			2
2. Perform traffic signal mast arm foundation design.								0
Total Hours - Element B								
	0	0	0	0	2	0	0	2
B2. Assumes that the soil's average unconfined compressive strength will be greater than 1.0 ton per square foot and that IDOT standard concrete mast arm foundations will be used.								
<b>C. UTILITY ANALYSIS</b>								
1. Coordinate with the City and utility companies to obtain utility mapping.								0
2. Plot utility locations based on mapping information.								0
3. Analyze utility conflicts and revise designs as possible to mitigate.								4
4. Coordinate with utility companies for relocations of their facilities.		4						0
5. Meet with utility companies for additional information as required.								0
6. Review utility relocation plans. Advise the City on issuing permits.								0
Total Hours - Element C								
	0	4	0	0	0	0	0	4
C. The work effort will be included in the Cedar Street to Vine Street improvements. CDI will perform item C3 for this project.								

**Clark Dietz, Inc.**  
**Estimated Hours**

**Main Street and Race Street  
Traffic Signal Modernization  
Phase II Design  
Urbana, Illinois**

PROJECT ELEMENT	Proj. Dir. P7/6	Proj. Mgr. P5/4	Proj. Engr. P3/1-2	Elec. Engr. P5/4	Struc. Engr. P5/4	P.L.S. P5/4	Des. Tech. T5/4	Total Hours
<b>D. SIGNAL PLANS</b>								
1. Title sheet and highway standards (1 sheet).			2				4	6
2. General notes and legend (1 sheet).		2	2				4	8
3. Summary of quantities (1 sheet).			2				4	6
4. Horizontal alignment layout and control (1 sheet).			2			8		10
5. Removal plans (1 sheet).		4	4				4	12
6. Roadway plans (1 sheet).		4	4				4	12
7. Traffic control plans.								0
8. Traffic signal plans (5 sheets).		16	32	4			24	76
9. Incorporate QAQC review comments.		2					4	6
10. Submit preliminary plans to the City & IDOT. Incorporate review comments.		2					6	8
11. Update plans for additional comments and changes to IDOT standard drawings after final plans have been approved.		2					2	4
12. Convert final plan sheets from MicroStation to PDF format and submit files to the City.							2	2
<b>Total Hours - Element D</b>	<b>0</b>	<b>32</b>	<b>48</b>	<b>4</b>	<b>0</b>	<b>8</b>	<b>58</b>	<b>150</b>

- D7. Assumes that traffic control will be according to Highway Standard 701701 and that traffic control plans will not be required.  
D8. Includes temporary signal plan, signal layout plan, cable diagram, mast arm loading diagram, and grounding diagram/traffic signal details.

<b>E. SPECIAL PROVISIONS</b>								
1. Technical special provisions.		8	8	2				18
2. Proposal/contract booklet.								0
3. Incorporate QAQC review comments.		2						2
4. Submit preliminary special provisions to the City & IDOT. Incorporate review comments.		2						2
5. Update special provisions for additional comments and changes to IDOT specifications after final special provisions have been approved.		2						2
<b>Total Hours - Element E</b>	<b>0</b>	<b>14</b>	<b>8</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>24</b>

- E2. The work effort will be performed by IDOT for a state project letting.



Clark Dietz, Inc.  
Estimated Hours

Main Street and Race Street  
Traffic Signal Modernization  
Phase II Design  
Urbana, Illinois

PROJECT ELEMENT	Proj. Dir. P7/6	Proj. Mgr. P5/4	Proj. Engr. P3/1-2	Elec. Engr. P5/4	Struc. Engr. P5/4	P.L.S. P5/4	Des. Tech. T5/4	Total Hours
<b>F. ESTIMATES</b>								
1. Pay item determination and quantity calculations.		6	12				4	22
2. Estimate of construction cost.		4	4					8
3. Estimate of construction time.		2	2					4
4. Incorporate QAQC review comments.		1						1
5. Submit preliminary estimates to the City & IDOT. Incorporate review comments.		1						1
<hr/>								
Total Hours - Element F	0	14	18	0	0	0	4	36
<b>G. BIDDING ASSISTANCE</b>								
1. Advertising.								0
2. Plan distribution.								0
3. Address bidders questions. Issue clarifications and addenda.		4						4
4. Prequalification evaluation of bidders.								0
5. Attend pre-bid conference.								0
6. Attend bid opening.								0
7. Review bids and prepare tabulation of bids.								0
<hr/>								
Total Hours - Element G	0	4	0	0	0	0	0	4

G. The work effort will be performed by IDOT for a state project letting. CDI will perform item G3 only.

Clark Dietz, Inc.  
Estimated Hours

Main Street and Race Street  
Traffic Signal Modernization  
Phase II Design  
Urbana, Illinois

PROJECT ELEMENT	Proj. Dir. P7/6	Proj. Mgr. P5/4	Proj. Engr. P3/1-2	Elec. Engr. P5/4	Struc. Engr. P5/4	P.L.S. P5/4	Des. Tech. T5/4	Total Hours
<b>H. ADMINISTRATION</b>								
1. Project setup.		4						4
2. Project meetings and meeting minutes.								0
3. Project administration.		10						10
<hr/>								
Total Hours - Element H	0	14	0	0	0	0	0	14
<hr/>								
H1. Project work plan is included in the Cedar Street to Vine Street improvements.								
H2. Project meetings are included in the Cedar Street to Vine Street improvements.								
<hr/>								
<b>I. QAQC</b>								
1. Perform QAQC review of plans, special provisions, and estimates.	6							6
<hr/>								
Total Hours - Element I	6	0	0	0	0	0	0	6
<hr/>								
<b>TOTAL ELEMENTS A THRU I</b>								
TOTAL HOURS - ELEMENTS A THRU I	6	82	74	6	2	8	64	242



Firm Name: Clark Dietz, Inc.

PTB/Item No: \_\_\_\_\_

REQUIRED – DIRECT COSTS WILL ONLY BE ACCEPTED FOR INCLUSION IN CONTRACT WHEN DOCUMENTED ON THIS FORM.  
(Indicate only rate and quantities for this specific project.)

Item	Allowable	Contract (1) Rate	Quantity (n/a for work orders)	Total
Per Diem	Up to State Rate Maximum			\$0.00
Lodging (Overnight)	Up to State Rate Maximum			\$0.00
Lodging (Extended)	Actual Cost (based on IDOT's and firm's policy)			\$0.00
Air Fare Coach Rate (with two weeks' notice)	As Approved			\$0.00
Vehicles: Mileage	Up to State Rate Maximum			\$0.00
Daily Rate (owned or leased)	\$45/day			\$0.00
Overtime	(Premium Portion)			\$0.00
Tolls	Actual Cost			\$0.00
Digital Photo Processing	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
Cell Phones – (traffic systems, survey, phase III only)	\$70/month/phone (maximum) – Phase III (max. of three without IDOT approval)			\$0.00
Telephone Usage (traffic system monitoring)	Actual Cost			\$0.00
2-Way Radio (survey or phase III only)	Actual Cost			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost	\$10.00	5.00	\$50.00
Copies of Deliverables/Mylars (in-house)	Actual Cost	\$0.10	300.00	\$30.00
Copies of Deliverables/Mylars (outside)	Actual Cost			\$0.00
Specific Insurance (required for project)	Actual Cost			\$0.00
CADD	Actual Cost (max. \$15.00/hour)	\$15.00	48.00	\$720.00
Monuments (permanent)	Actual Cost			\$0.00
Advertisements	Actual Cost			\$0.00
Web Site	Actual Cost			\$0.00
Facility Rental for Public Meetings & Exhibits/Renderings & AV	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Recording Fees	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (requires 2-3 quotes)			\$0.00
Traffic Control and Protection	Actual Cost (requires 2-3 quotes)			\$0.00
Aerial Photography and Mapping	Actual Cost (requires 2-3 quotes)			\$0.00
Utility Exploratory Trenching	Actual Cost (requires 2-3 quotes)			\$0.00
Shift Differential	Actual Cost (based on firm's policy)			\$0.00
PROJECT Site Travel	Actual Cost (based on IDOT's and firm's policy)			\$0.00
	Actual Cost (requires 2-3 quotes)			\$0.00
	Actual Cost (requires 2-3 quotes)			\$0.00
	Include 2-3 vendor quotes and explanation for necessity.			\$0.00
Copies of Deliverables/Mylars (in-house, 8 5" x 11", color)	Actual Cost	\$0.50	50.00	\$25.00
Copies of Deliverables/Mylars (in-house, 24" x 36")	Actual Cost	\$1.75	140.00	\$245.00
Phone and fax usage	Actual Cost	\$34.46	1.00	\$34.46
Postage	Actual Cost	\$0.50	30.00	\$15.00
<b>TOTAL</b>				<b>\$1,119.46</b>

1) Used to determine upper limit of compensation for direct cost. Unless maximum is specified under allowable, bill at actual cost.

Clark Dietz, Inc.  
Estimated In-House Direct Costs

Main Street and Race Street  
Traffic Signal Modernization  
Phase II Design  
Urbana, Illinois

PROJECT ELEMENT	Mileage	Reproduction	Phone & Fax	Postage	Miscellaneous	CAD	Totals
A. BASE SHEETS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30.00	\$30.00
B. STRUCTURAL DESIGN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
C. UTILITY ANALYSIS	\$0.00	\$10.00	\$10.00	\$0.00	\$0.00	\$0.00	\$20.00
D. SIGNAL PLANS	\$0.00	\$200.00	\$4.46	\$35.00	\$0.00	\$600.00	\$839.46
E. SPECIAL PROVISIONS	\$0.00	\$50.00	\$0.00	\$20.00	\$0.00	\$0.00	\$70.00
F. ESTIMATES	\$0.00	\$30.00	\$0.00	\$0.00	\$0.00	\$90.00	\$120.00
G. BIDDING ASSISTANCE	\$0.00	\$0.00	\$10.00	\$0.00	\$0.00	\$0.00	\$10.00
H. ADMINISTRATION	\$0.00	\$10.00	\$10.00	\$10.00	\$0.00	\$0.00	\$30.00
I. QAQC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL ELEMENTS A THRU I</b>	<b>\$0.00</b>	<b>\$300.00</b>	<b>\$34.46</b>	<b>\$65.00</b>	<b>\$0.00</b>	<b>\$720.00</b>	<b>\$1,119.46</b>

## Exhibit D

### EEO CONTRACT COMPLIANCE POLICY STATEMENT

(1) *Non-discrimination pledge.* The contracting entity shall not discriminate against any employee during the course of employment or applicant for employment because of race, color, creed, class, national origin, religion, sex, age, marital status, physical or mental disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation or any other legally protected group status.

(2) *Notices.* The contracting entity shall post notices regarding non-discrimination in conspicuous places available to employees and applicants for employment. The notices shall be provided by the City, setting forth the provisions of the nondiscrimination pledge.

(3) *Solicitation and ads for employment.* The contracting entity shall, in all solicitations and advertisements for employees placed by or on behalf of the contracting entity state that all qualified applicants will receive consideration for employment as provided for in the City's Human Rights Ordinance. An advertisement in a publication may state "This is an Equal Opportunity Employer," which statement shall meet the requirements of this section.

(4) *EEO Compliance.* The contracting entity shall make good faith efforts to ensure compliance with the goals and procedures of these Policies and Procedures.

(5) *Review of employment practices.* The City may periodically review the employment practices and procedures of contracting entities to determine compliance with the provisions of this article, and require such entities to file the appropriate reports as required by these Policies and Procedures.

(6) *Notice to other agencies.* The City shall, in appropriate cases, notify the concerned contracting agency, the Illinois Department of Human Rights, the United States Department of Justice, or other appropriate federal, state or city agencies whenever it has reason to believe that practices of any contracting entity have violated any provision of law relating to human rights.

#### CITY CONTRACTORS:

(1) *Employment relations.* The contracting entity shall send prior to the effective date of the contract to each labor union, employment service agency, or representative of workers with which the contracting entity has a collective bargaining agreement or other contract or understanding, a notice as set forth in section (2) advising the labor union, worker representative, employment service agency of the contracting entity's commitment under the non-discrimination pledge.

(2) *Access to books.* The contracting entity shall permit access to all books, records and accounts pertaining to its employment practices by the Human Relations Office or designee for purposes of investigation to ascertain compliance with this provision.

(3) *Reports.* The contracting entity shall provide periodic compliance reports to the Human Relations Office, upon request. Such reports shall be within the time and in the manner proscribed by the City and describe efforts made to comply with the provisions of this policy.

(4) *Inspections.* The contracting entity shall fully cooperate with any on-site inspections conducted by the Urbana Human Relations Officer or his designee. Such inspections shall include an interview with the on-site supervisor as well as a count of on-site workforce composition. Such inspections shall be conducted at least once per month for any and all City contracted worksites.

(5) *Subcontractors.* The contractor shall include the provisions of the foregoing paragraphs in every subcontract so that the provisions will be binding upon each subcontractor.

(6) *Provisional Certification.* Should the Human Relations Commission identify significant areas of concern in regards to equal employment opportunity, the contracting entity may be issued a provisional certification. This certification is intended to provide the contracting entity with an opportunity to improve its efforts towards increasing diversity within its workforce. While on provisional certification, the Human Relations Commission may request additional documentation that demonstrates the contracting entities' good faith efforts towards achieving equal employment opportunity.

"Good Faith Effort" means documented actions reasonably calculated to meet an established hiring goal or to correct or eliminate deficiencies or deviations from accepted equal employment opportunity practices or those practices recommended or required by the United States Office of Federal Contract Compliance Programs or its successors, or Uniform Guidelines on Employee Selection Procedures promulgated by the United States Equal Opportunity Commission or its successor.

Contractors receiving a "provisional certification" shall document and submit all good faith efforts to improve EEO compliance. Upon review, the Contractor shall provide, at minimum the following information: (1) total positions vacated, (2) total positions filled, (3) total applicants for vacant positions, (4) total minority applicants for vacant positions, (5) total female applicants for vacant positions and (6) any and all "good faith efforts" to either recruit or increase the representation in the applicant pool of qualified minority and women applicants. Some methods of increasing these pools are listed below. While the Contractor is under no obligation to implement any of the measures provided below, good faith implementation of such efforts will be strongly favored by the Commission in evaluating the Contractor's compliance program.

1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor shall specifically ensure that all supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
2. Disseminate the Contractor's EEO Statement and Sexual Harassment Policy:
  - a. by providing notice of the policies to unions and training programs and requesting their cooperation in assisting the Contractor in meeting EEO/AA obligations;
  - b. by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newsletter, annual reports, etc.;
  - c. by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and
  - d. by posting the company EEO/AA policy statement on bulletin boards accessible to all employees at each location where construction work is performed.
3. Disseminate the Contractor's EEO policy commitment externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to and discuss the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
4. Provide immediate written notification to the Urbana Human Relations Office when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other

information that the union's referral process has impeded the Contractor's efforts to meet its obligations.

5. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the City and to maintain records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, race, gender, status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that the existing records satisfy the requirement, Contractors shall not be required to maintain separate records.
6. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
7. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its union have employment opportunities available, and maintain all records of the organizations' responses.
8. Maintain a current file of the names, addresses and telephone number of each minority and female off-the-street applicant and minority of female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
9. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs. The Contract shall provide notice of these programs to the sources compiled under paragraph 6.
10. Conduct an annual review of the company's EEO policy obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendent, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and dispositions of the subject matter.

#### DETERMINATION OF NON-COMPLIANCE

In the event that a contractor (1) fails to comply with the above subsections and/or (2) fails to demonstrate good faith efforts to achieve workforce diversity or (3) fails to comply with any provision of city, state or federal law relations to human rights, the City will take the followings actions:

1. Notify the Contractor that the Human Relations Commission has made initial determination non-compliance. Such notification shall specific the nature and type of non-compliance.
2. Provide an opportunity for the Contractor to submit additional documentation of good faith efforts

3. Determine a date on which the Human Relations Commission's initial determination will be reviewed. Such review will generally occur at the regularly scheduled Human Relations Commission meeting immediately subsequent to the meeting at which the initial determination of non-compliance was made. At this meeting, the Contractor will be given the opportunity to provide public input regarding its compliance efforts. Interested members of the public will also have the opportunity to offer opinions regarding the Contractor's compliance efforts. At the conclusion of the discussion, the Human Relations Commission will determine by simple majority vote whether the Contractor is in compliance.
4. If the Human Relations Commission determines that the Contractor is not in compliance with EEO standards, the Chair of the Human Relations Commission shall report such non-compliance to the Mayor pursuant to Section 2-119(c)(3) and (4) of the Urbana City Code. The above-referenced Code states in part:

*(3) The commission on human relations chairperson shall inform a noncomplying person of the nature and extent of noncompliance. If the noncompliance persists, the chairperson of the human relations commission, the mayor and the noncomplying person shall together examine the charges of noncompliance and, if the mayor concurs in the findings of noncompliance, the noncomplying person shall be ineligible to contract with, sell materials or services to, or maintain financial relations with the city. Noncompliance by a person already under contract shall be deemed a material breach of contract.*

*(4) Any person held ineligible under subsection (c)(3) above or the human relations commission, if not in concurrence with the ruling of the mayor, may appeal in writing to the city council, provided such appeal is filed with the city clerk at least five (5) days prior to the council meeting at which such appeal will be considered. The city council, on the basis of written appeal and of the report of the mayor, shall affirm, amend or reverse the action of the mayor.*

#### REMEDIES FOR NON-COMPLIANCE

*(7) Remedies.* In the event that any contracting entity fails to comply with the above subsections, or fails to comply with or make good faith efforts to comply with this policy or any provision of city, state or federal law relating to human rights, after the City has provided written notice to the contracting entity of such failure to comply and provided the contracting entity with an opportunity to present its explanation to the Human Relations Commission relative to such failure to comply, then the City, at its option, may declare the contracting entity to be in default of this agreement and take, without election, any or all of the following actions specified in Section 2-119(c)(3) of the Urbana City Code.



**Clark Dietz, Inc.**  
**Estimated Fee Extension and Summary**

**Main Street Bike Lanes and Pedestrian Improvements  
 Cedar Street to Vine Street  
 Phase II Design  
 Urbana, Illinois**

PROJECT ELEMENT	TOTAL HOURS	TOTAL SALARY	(1) FACTORED SALARY	DIRECT EXPENSES	OUTSIDE SERVICES	TOTAL FEE	PERCENT OF TOTAL FEE
A. FIELD SURVEY	56	\$2,053.80	\$4,518.36	\$150.00	\$0.00	\$6,722.16	6.11%
B. BASE SHEETS	12	\$416.52	\$916.34	\$180.00	\$0.00	\$1,512.86	1.38%
C. ROADWAY DESIGN	64	\$2,127.56	\$4,680.63	\$280.00	\$0.00	\$7,088.19	6.44%
D. STRUCTURAL DESIGN	10	\$386.40	\$850.08	\$10.00	\$0.00	\$1,246.48	1.13%
E. UTILITY ANALYSIS	72	\$2,481.50	\$5,459.30	\$510.00	\$0.00	\$8,450.80	7.68%
F. ROADWAY PLANS	432	\$14,785.32	\$32,527.70	\$3,511.02	\$0.00	\$50,824.04	46.20%
G. SPECIAL PROVISIONS	74	\$2,576.84	\$5,669.05	\$100.00	\$0.00	\$8,345.89	7.59%
H. ESTIMATES	92	\$3,137.68	\$6,902.90	\$380.00	\$0.00	\$10,420.58	9.47%
I. LAND ACQUISITION DOCS	12	\$463.68	\$1,020.10	\$190.00	\$0.00	\$1,673.78	1.52%
J. BIDDING ASSISTANCE	30	\$1,038.12	\$2,283.86	\$395.00	\$0.00	\$3,716.98	3.38%
K. PUBLIC MEETINGS	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
L. PROJECT ADMINISTRATION	62	\$2,274.60	\$5,004.12	\$95.00	\$0.00	\$7,373.72	6.70%
M. QA/QC REVIEW	16	\$820.16	\$1,804.35	\$0.00	\$0.00	\$2,624.51	2.39%
<b>TOTAL ELEMENTS A THRU M</b>	<b>932</b>	<b>\$32,562.18</b>	<b>\$71,636.80</b>	<b>\$5,801.02</b>	<b>\$0.00</b>	<b>\$110,000.00</b>	<b>100.00%</b>

**NOTES**

- (1) Factored Salary = Total Salary x 2.2 (estimate of CPFF overhead & profit calculation).
- (2) Services for pre-construction meeting attendance, shop drawing review, and construction observation are not included in this proposal.

**THE WORK EFFORT ASSUMES THAT THIS PROJECT AND THE MAIN STREET AND RACE STREET TRAFFIC SIGNAL MODERNIZATION PROJECT WILL BE PERFORMED CONCURRENTLY.**

**Clark Dietz, Inc.**  
**Estimated Hours and Salary**

**Main Street Bike Lanes and Pedestrian Improvements**  
**Cedar Street to Vine Street**  
**Phase II Design**  
**Urbana, Illinois**

PROJECT ELEMENT	Proj. Dir. P7/6 \$51.26	Proj. Mgr. P5/4 \$38.64	Proj. Engr. P3/1-2 \$28.55	Elec. Engr. P5/4 \$38.64	Struc. Engr. P5/4 \$38.64	P.L.S. P5/4 \$38.64	Des. Tech. T5/4 \$34.71	Total Hours	Total Salary
<b>A. FIELD SURVEY</b>									
1. Miscellaneous pick-up survey throughout project corridor.						16	16	32	\$1,173.60
2. Miscellaneous structure cuts & details throughout project corridor.						4	4	8	\$293.40
3. Stake & tie 15 proposed centerline control points.						8	8	16	\$586.80
4. Stake TCE points with lath.								0	\$0.00
5. Stake ROW points with iron monuments.								0	\$0.00
Total Hours - Element A	0	0	0	0	0	28	28	56	
Total Salary - Element A	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,081.92	\$971.88		\$2,053.80
A4. TCE staking will be performed during the construction phase.									
A5. ROW staking will be performed during the construction phase.									
<b>B. BASE SHEETS</b>									
1. Construction plan sheets.							12	12	\$416.52
2. Roadway cross section sheets.								0	\$0.00
Total Hours - Element B	0	0	0	0	0	0	12	12	
Total Salary - Element B	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$416.52		\$416.52
B2. Assumes cross section sheets will not be required.									

**Clark Dietz, Inc.**  
**Estimated Hours and Salary**

**Main Street Bike Lanes and Pedestrian Improvements  
Cedar Street to Vine Street  
Phase II Design  
Urbana, Illinois**

PROJECT ELEMENT	Proj. Dir. P7/6 \$51.26	Proj. Mgr. P5/4 \$38.64	Proj. Engr. P3/1-2 \$28.55	Elec. Engr. P5/4 \$38.64	Struc. Engr. P5/4 \$38.64	P.L.S. P5/4 \$38.64	Des. Tech. T5/4 \$34.71	Total Hours	Total Salary
<b>C. ROADWAY DESIGN</b>									
1. Perform site visit.		4	4					8	\$268.76
2. Review pavement core information.				2				2	\$57.10
3. Define existing and proposed typical section elements.		2	2				4	8	\$273.22
4. Update existing tin model and existing contours.							4	4	\$138.84
5. Determine and quantify drainage areas and compute discharges.								0	\$0.00
6. Compute pavement ponding and inlet spacing requirements and size storm sewer modifications for capacity within curb extension areas.								0	\$0.00
7. Update proposed geometry. Develop curb ramp layout.		2						10	\$354.96
8. Determine critical pavement elevations.		12	20					32	\$1,034.68
9. Evaluate impact of CUMTD traffic signal prioritization.								0	\$0.00
Total Hours - Element C	0	20	28	0	0	0	16	64	
Total Salary - Element C	\$0.00	\$772.80	\$799.40	\$0.00	\$0.00	\$0.00	\$555.36		\$2,127.56
C2. Pavement cores will be provided by the City.									
C3. The City has indicated that 1.5" of milling and resurfacing will be required.									
C5. The City has indicated that hydraulic analysis will not be required.									
C6. The City has indicated that a single inlet with a 12" storm sewer lateral will be sufficient at each proposed low point within the curb extension areas, and that additional analysis will not be required.									
C8. The City has indicated that detailed sidewalk elevations will not be required. Limited sidewalk elevations will be determined at intersection locations only.									
C9. The City has indicated that this work will be performed by CUMTD.									
<b>D. STRUCTURAL DESIGN</b>									
1. Review soil boring information from MET. Determine unconfined compressive strength of soil.								2	\$77.28
2. Perform traffic signal mast arm foundation design.								8	\$309.12
Total Hours - Element D	0	0	0	0	10	0	0	10	
Total Salary - Element D	\$0.00	\$0.00	\$0.00	\$0.00	\$386.40	\$0.00	\$0.00		\$386.40

D2. Assumes that soil's average unconfined compressive strength will be less than 1.0 ton per square foot for some of the intersection quadrants and that the IDOT standard concrete traffic signal mast arm foundation will need to be modified.

**Clark Dietz, Inc.**  
**Estimated Hours and Salary**

**Main Street Bike Lanes and Pedestrian Improvements  
 Cedar Street to Vine Street  
 Phase II Design  
 Urbana, Illinois**

PROJECT ELEMENT	Proj. Dir. P7/6 \$51.26	Proj. Mgr. P5/4 \$38.64	Proj. Engr. P3/1-2 \$28.55	Elec. Engr. P5/4 \$38.64	Struc. Engr. P5/4 \$38.64	P.L.S. P5/4 \$38.64	Des. Tech. T5/4 \$34.71	Total Hours	Total Salary
<b>E. UTILITY ANALYSIS</b>									
1. Coordinate with the City and utility companies to obtain utility mapping.		6	6					12	\$403.14
2. Plot utility locations based on mapping information.				8			16	24	\$783.76
3. Analyze utility conflicts and revise designs as possible to mitigate.		4	4					8	\$268.76
4. Coordinate with utility companies for relocations of their facilities.		8	4				4	16	\$562.16
5. Meet with utility companies for additional information as required.		4						4	\$154.56
6. Review utility relocation plans. Advise the City on issuing permits.		8						8	\$309.12
Total Hours - Element E	0	30	22	0	0	0	20	72	
Total Salary - Element E	\$0.00	\$1,159.20	\$628.10	\$0.00	\$0.00	\$0.00	\$694.20		\$2,481.50

E4. Includes preparation of highlighted utility plans and status of utilities to be adjusted for each utility owner.

E5. Assumes 2 meetings.

**Clark Dietz, Inc.**  
**Estimated Hours and Salary**

**Main Street Bike Lanes and Pedestrian Improvements  
Cedar Street to Vine Street  
Phase II Design  
Urbana, Illinois**

PROJECT ELEMENT	Proj. Dir. P7/6	Proj. Mgr. P5/4	Proj. Engr. P3/1-2	Elec. Engr. P5/4	Struc. Engr. P5/4	P.L.S. P5/4	Des. Tech. T5/4	Total Hours	Total Salary
	<b>\$51.26</b>	<b>\$38.64</b>	<b>\$28.55</b>	<b>\$38.64</b>	<b>\$38.64</b>	<b>\$38.64</b>	<b>\$34.71</b>		
<b>F. ROADWAY PLANS</b>									
1. Title sheet (1 sheet).		2					6	8	\$285.54
2. General notes (1 sheet).		8					2	10	\$378.54
3. Highway standards and legend (1 sheet).		2					4	6	\$216.12
4. Summary of quantities (2 sheets).		2	2				12	16	\$550.90
5. Schedule of quantities (2 sheets).		2	2				16	20	\$689.74
6. Typical sections (1 sheet).		4	4				8	16	\$546.44
7. Horizontal alignment layout and control (2 sheets @ 1" = 40').						16		16	\$618.24
8. Removal plans (4 sheets @ 1" = 20').		6	10				16	32	\$1,072.70
9. Roadway plans (4 sheets @ 1" = 20').		16	16				32	64	\$2,185.76
10. Drainage plans.								0	\$0.00
11. Traffic control plans (1 detail sheet).		4					8	12	\$432.24
12. Storm water pollution prevention plans.								0	\$0.00
13. Intersection details (3 sheets @ 1" = 10').		8					24	32	\$1,142.16
14. Pavement marking and signing plans (4 sheets @ 1" = 20' + 2 detail sheets).		2	12				20	34	\$1,114.08
15. Traffic signal plans (7 sheets).		24	48	4			24	100	\$3,285.36
16. Miscellaneous details (2 sheets).		8	6				16	30	\$1,035.78
17. Cross sections.								0	\$0.00
18. Incorporate QAQC review comments.		4	4				4	12	\$407.60
19. Submit preliminary plans to the City. Incorporate review comments.		4	4				8	16	\$546.44
20. Update plans for additional comments and changes to IDOT standard drawings after final plans have been approved.								0	\$0.00
21. Convert existing topography & proposed geometry files from MicroStation to AutoCAD. Convert final plan sheets from MicroStation to PDF format. Submit files to the City.							8	8	\$277.68
Total Hours - Element F	0	96	108	4	0	16	208	432	
Total Salary - Element F	\$0.00	\$3,709.44	\$3,083.40	\$154.56	\$0.00	\$618.24	\$7,219.68		\$14,785.32

F7. Includes proposed easements.

F9. Existing and proposed roadway profiles will not be provided.

F10. Proposed drainage information will be included on the roadway plans.

F12. Proposed inlet filter locations will be included on the roadway plans.

F13. Limited proposed sidewalk elevations will be provided, along with maximum cross slopes and longitudinal slopes.

F15. Includes temporary signal plan, signal layout plan, cable diagram, mast arm loading diagram, and grounding diagram/traffic signal details for Main & Broadway.

Includes signal layout plan and cable diagram/mast arm loading diagram for SE Main & Vine mast arm removal & replacement and detector loop installation. Assumes that periodic signal shutdowns will be permitted and that temporary traffic signal plans will not be required at Main & Vine.

F17. Cross sections will not be provided.

F20. Assumes plans will not be updated for local agency project.

**Clark Dietz, Inc.**  
**Estimated Hours and Salary**

**Main Street Bike Lanes and Pedestrian Improvements  
Cedar Street to Vine Street  
Phase II Design  
Urbana, Illinois**

PROJECT ELEMENT	Proj. Dir. P7/6 \$51.26	Proj. Mgr. P5/4 \$38.64	Proj. Engr. P3/1-2 \$28.55	Elec. Engr. P5/4 \$38.64	Struc. Engr. P5/4 \$38.64	P.L.S. P5/4 \$38.64	Des. Tech. T5/4 \$34.71	Total Hours	Total Salary
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**G. SPECIAL PROVISIONS**

1. Technical special provisions.		24	12					36	\$1,269.96
2. Proposal/contract booklet.		8	16					24	\$765.92
3. Incorporate QAQC review comments.		6						6	\$231.84
4. Submit preliminary special provisions to the City. Incorporate review comments.		8						8	\$309.12
5. Update special provisions for additional comments and changes to IDOT specifications after final special provisions have been approved.								0	\$0.00

Total Hours - Element G	0	46	28	0	0	0	0	74	
Total Salary - Element G	\$0.00	\$1,777.44	\$799.40	\$0.00	\$0.00	\$0.00	\$0.00		\$2,576.84

G2. Assumes local agency letting/bidding.

G5. Assumes special provisions will not be updated for local agency project.

**H. ESTIMATES**

1. Pay item determination and quantity calculations.		16	20				24	60	\$2,022.28
2. Estimate of construction cost.		12	8					20	\$692.08
3. Estimate of construction time.		4	4					8	\$268.76
4. Incorporate QAQC review comments.		2						2	\$77.28
5. Submit preliminary estimates to the City. Incorporate review comments.		2						2	\$77.28

Total Hours - Element H	0	36	32	0	0	0	24	92	
Total Salary - Element H	\$0.00	\$1,391.04	\$913.60	\$0.00	\$0.00	\$0.00	\$833.04		\$3,137.68

**Clark Dietz, Inc.**  
**Estimated Hours and Salary**

**Main Street Bike Lanes and Pedestrian Improvements**  
**Cedar Street to Vine Street**  
**Phase II Design**  
**Urbana, Illinois**

PROJECT ELEMENT	Proj. Dir. P7/6 \$51.26	Proj. Mgr. P5/4 \$38.64	Proj. Engr. P3/1-2 \$28.55	Elec. Engr. P5/4 \$38.64	Struc. Engr. P5/4 \$38.64	P.L.S. P5/4 \$38.64	Des. Tech. T5/4 \$34.71	Total Hours	Total Salary
<b>I. LAND ACQUISITION DOCS</b>									
1. Order title commitment and document copies for Busey Bank. Review and research existing ROW and easements.						4		4	\$154.56
2. Prepare PE and TCE plats, legal descriptions, and conveyance forms for Busey Bank property.						8		8	\$309.12
Total Hours - Element I	0	0	0	0	0	12	0	12	
Total Salary - Element I	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$463.68	\$0.00		\$463.68
J1. Title commitment to be billed directly to the City.									
J2. The remainder of the improvements will be constructed without the use of easements.									
<b>J. BIDDING ASSISTANCE</b>									
1. Advertising.		2						2	\$77.28
2. Plan distribution.		2						2	\$77.28
3. Address bidders questions. Issue clarifications and addenda.		6	6					12	\$403.14
4. Prequalification evaluation of bidders.		2						2	\$77.28
5. Attend pre-bid conference.		2						2	\$77.28
6. Attend bid opening.		2						2	\$77.28
7. Review bids and prepare tabulation of bids.		2	6					8	\$248.58
Total Hours - Element J	0	18	12	0	0	0	0	30	
Total Salary - Element J	\$0.00	\$695.52	\$342.60	\$0.00	\$0.00	\$0.00	\$0.00		\$1,038.12
J1. Advertising costs to be paid by the City.									
J2. QuestCDN will be used for electronic plan distribution for local agency letting/bidding.									

**Clark Dietz, Inc.**  
**Estimated Hours and Salary**

**Main Street Bike Lanes and Pedestrian Improvements  
 Cedar Street to Vine Street  
 Phase II Design  
 Urbana, Illinois**

PROJECT ELEMENT	Proj. Dir. P7/6 \$51.26	Proj. Mgr. P5/4 \$38.64	Proj. Engr. P3/1-2 \$28.55	Elec. Engr. P5/4 \$38.64	Struc. Engr. P5/4 \$38.64	P.L.S. P5/4 \$38.64	Des. Tech. T5/4 \$34.71	Total Hours	Total Salary
<b>K. PUBLIC MEETINGS</b>									
1. Included in the Grove Street to Dewey Street improvements.								0	\$0.00
Total Hours - Element K	0	0	0	0	0	0	0	0	
Total Salary - Element K	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
<b>L. PROJECT ADMINISTRATION</b>									
1. Project setup.		6						6	\$231.84
2. Project meetings (assume 4 meetings).		8	8					16	\$537.52
3. Meeting minutes.		4	4					8	\$268.76
4. Project administration (assume 8 months).		32						32	\$1,236.48
Total Hours - Element L	0	50	12	0	0	0	0	62	
Total Salary - Element L	\$0.00	\$1,932.00	\$342.60	\$0.00	\$0.00	\$0.00	\$0.00		\$2,274.60

L1. Project work plan is included in the Grove Street to Dewey Street improvements.



Clark Dietz, Inc.  
Estimated Hours and Salary

Main Street Bike Lanes and Pedestrian Improvements  
Cedar Street to Vine Street  
Phase II Design  
Urbana, Illinois

PROJECT ELEMENT	Proj. Dir. P7/6 \$51.26	Proj. Mgr. P5/4 \$38.64	Proj. Engr. P3/1-2 \$28.55	Elec. Engr. P5/4 \$38.64	Struc. Engr. P5/4 \$38.64	P.L.S. P5/4 \$38.64	Des. Tech. T5/4 \$34.71	Total Hours	Total Salary
<b>M. QAQC REVIEW</b>									
1. Perform QAQC review of plans, special provisions, and estimates.	16							16	\$820.16
Total Hours - Element M	16	0	0	0	0	0	0	16	
Total Salary - Element M	\$820.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$820.16
<b>TOTAL ELEMENTS A THRU M</b>									
TOTAL HOURS - ELEMENTS A THRU M	16	296	242	4	10	56	308	932	
TOTAL SALARY - ELEMENTS A THRU M	\$820.16	\$11,437.44	\$6,909.10	\$154.56	\$386.40	\$2,163.84	\$10,690.68		\$32,562.18

**Clark Dietz, Inc.**  
**Estimated Direct Expenses**

**Main Street Bike Lanes and Pedestrian Improvements  
 Cedar Street to Vine Street  
 Phase II Design  
 Urbana, Illinois**

<b>PROJECT ELEMENT</b>	<b>Mileage</b>	<b>Reproduction</b>	<b>Phone &amp; Fax</b>	<b>Postage</b>	<b>Miscellaneous</b>	<b>CAD</b>	<b>Totals</b>
A. FIELD SURVEY	\$20.00	\$0.00	\$10.00	\$0.00	\$0.00	\$120.00	\$150.00
B. BASE SHEETS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$180.00	\$180.00
C. ROADWAY DESIGN	\$10.00	\$20.00	\$10.00	\$0.00	\$0.00	\$240.00	\$280.00
D. STRUCTURAL DESIGN	\$0.00	\$10.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10.00
E. UTILITY ANALYSIS	\$20.00	\$150.00	\$10.00	\$30.00	\$0.00	\$300.00	\$510.00
F. ROADWAY PLANS	\$0.00	\$350.00	\$11.02	\$30.00	\$0.00	\$3,120.00	\$3,511.02
G. SPECIAL PROVISIONS	\$0.00	\$80.00	\$10.00	\$10.00	\$0.00	\$0.00	\$100.00
H. ESTIMATES	\$0.00	\$20.00	\$0.00	\$0.00	\$0.00	\$360.00	\$380.00
I. LAND ACQUISITION DOCS	\$10.00	\$40.00	\$10.00	\$10.00	\$0.00	\$120.00	\$190.00
J. BIDDING ASSISTANCE	\$10.00	\$350.00	\$10.00	\$25.00	\$0.00	\$0.00	\$395.00
K. PUBLIC MEETINGS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
L. PROJECT ADMINISTRATION	\$30.00	\$40.00	\$15.00	\$10.00	\$0.00	\$0.00	\$95.00
M. QAQC REVIEW	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL ELEMENTS A THRU M</b>	<b>\$100.00</b>	<b>\$1,060.00</b>	<b>\$86.02</b>	<b>\$115.00</b>	<b>\$0.00</b>	<b>\$4,440.00</b>	<b>\$5,801.02</b>



**Midwest Engineering and Testing, Inc.**  
 501 Mercury Drive  
 Champaign, IL 61822  
 217-359-2128  
 Fax 217-359-8446  
 www.metgeotech.com

Mr. Julian A. Jones, P.E.  
 Clark Dietz, Inc.  
 125 West Church Street  
 Champaign, IL 61820

Proposal for Geotechnical Services  
 Proposed Roadway Improvements  
 Main Street from Cedar to Vine Streets  
 Urbana, Illinois  
**MET Proposal 1-1145, Amendment 1**  
 April 18, 2012

**ESTIMATE WORKSHEET**

		<u>Quantity</u>	<u>Unit Fee</u>	<u>Total</u>
<b><i>Field Exploration Drilling Services</i></b>				
Mobilization of drilling equipment and personnel	1	Lump Sum	\$200.00	\$200.00
Drilling Crew and Equipment-per day	0.5	Day	\$1,000.00	\$500.00
Traffic Signal Borings, 1 borings to 30 ft.				
Traffic Control Flaggers	2	Hours	\$80.00	\$160.00
Traffic Signs and Support Vehicle per day	0.5	Day	\$95.00	\$47.50
				<u>\$907.50</u>
<b>Subtotal for Field Service:</b>				
<b><i>Geotechnical Laboratory Testing Services</i></b>				
Moisture content tests	11	Tests	\$5.00	\$55.00
Unconfined compressive strength tests (Rimac)	10	Tests	\$5.00	\$50.00
Dry Density Tests	10	Tests	\$5.00	\$50.00
				<u>\$155.00</u>
<b>Subtotal for Lab Services:</b>				
<b><i>Engineering Services</i></b>				
Boring Log Preparation and Lab Data compilation	1	Hours	\$95.00	\$95.00
Geotechnical Report	4	Hours	\$95.00	\$380.00
Administration, Coordination and QA/QC	0.5	Hours	\$125.00	\$62.50
				<u>\$537.50</u>
<b>Subtotal for Engineering Services:</b>				
<b>TOTAL ESTIMATED FEE:</b>				<u><b>\$1,600.00</b></u>

Daniel E.  
 Tappendorf

Digitally signed by Daniel E. Tappendorf  
 DN: cn=Daniel E. Tappendorf, o=Midwest  
 Engineering and Testing, Inc., email=dtappendorf@metgeotech.com, c=US  
 Date: 2012.04.18 15:39:52 -0500



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Mr. Julian A. Jones, P.E.  
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 Champaign, IL 61820

Proposal for Geotechnical Services  
 Proposed Roadway Improvements  
 Main Street from Cedar to Vine Streets  
 Urbana, Illinois  
**MET Proposal 1-1145, Amendment 2**  
 May 15, 2012

**ESTIMATE WORKSHEET**

	<u>Quantity</u>		<u>Unit Fee</u>	<u>Total</u>
<b><i>Field Exploration Drilling Services</i></b>				
Mobilization of drilling equipment and personnel	1	Lump Sum	\$200.00	\$200.00
Drilling Crew and Equipment-per day	0.5	Day	\$1,000.00	\$500.00
Traffic Signal Borings, 1 borings to 30 ft.				
Traffic Control Flaggers	2	Hours	\$80.00	\$160.00
Traffic Signs and Support Vehicle per day	0.5	Day	\$95.00	\$47.50
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Administration, Coordination and QA/QC	0.5	Hours	\$125.00	\$62.50
				<u>\$537.50</u>
<b>Subtotal for Engineering Services:</b>				
<b>TOTAL ESTIMATED FEE:</b>				<u><b>\$1,600.00</b></u>

**Estimate for additional boring at the southeast corner of Main Street and Vine Street with mast foundation report.**

Daniel E.  
 Tappendorf

Digitally signed by Daniel E. Tappendorf  
 DN: cn=Daniel E. Tappendorf, o=Midwest Engineering and Testing, Inc., email=dtappendorf@metgeotech.com, c=US  
 Date: 2012.05.15 16:45:17 -0500