



MEMORANDUM

TO: Mayor Laurel Lunt Prussing and Members of the City Council
FROM: William R. Gray, Public Works Director
DATE: January 23, 2014
RE: High Cross Road Improvements - Construction Engineering Services Agreement Budget Amendment Ordinance

Introduction

In 2012, the city council approved an agreement (\$150,000) with Crawford Murphy and Tilly, Inc. from Springfield to provide engineering services to design the High Cross Road (IL 130) Improvement between University Avenue (US 150) and Florida Avenue (extended), which is 1.27 miles south of University Avenue. The improvements include: road widening to accommodate two lanes of traffic in each direction, the addition of turn lanes at the intersecting streets, traffic signal modifications, and drainage improvements. Also, Washington Street between Pfeffer Road and High Cross Road will be improved to accommodate turn lanes at the High Cross Road intersection and to install bike lanes (per the bicycle master plan). All of this work will be performed in anticipation of Menards developing the 300 acres of property owned on the east and west sides of High Cross Road in this area. All design, plans, specifications, and IDOT/city approval have been received.

Attached please find Exhibit A that identifies the project limits, a resolution that authorizes the mayor to sign this agreement and a budget amendment ordinance. Also enclosed is the IDOT/City Local Agency Agreement that identifies the construction and construction engineering funding available for this project. . The additional engineering services required (agreement enclosed) include: drainage studies, box culvert condition reports, land acquisition services, contract bidding assistance, shop drawing and contractor submittals, surveying, meetings and coordination. These services are not expected to exceed \$50,000.

Funding

Funding for this work will be provided exclusively from the State of Illinois, Illinois Jobs Now program. The city will make payment to the consultant and seek reimbursement from IDOT. IDOT will pay the contractor directly for all construction related work estimated to be less than eight million dollars. The city contract with the consultant is not to exceed \$50,000.

Recommendation

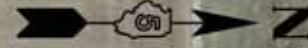
It is recommended that a Resolution Authorizing Construction Engineering Services Agreement for Illinois Jobs Now Funds and an Ordinance Revising the Annual Budget Ordinance, FY2013-14 (High Cross Road Construction Engineering 2014) be approved.

PFEFFER ROAD

EXHIBIT A

PROPOSED HIGH CROSS ROAD IMPROVEMENTS

(WASHINGTON STREET TO US 150)



WASHINGTON STREET

TATMAN DRIVE

US ROUTE 150

HIGH CROSS ROAD (IL ROUTE 130)

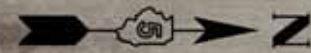
US ROUTE 150



EXHIBIT A

PROPOSED HIGH CROSS ROAD IMPROVEMENTS

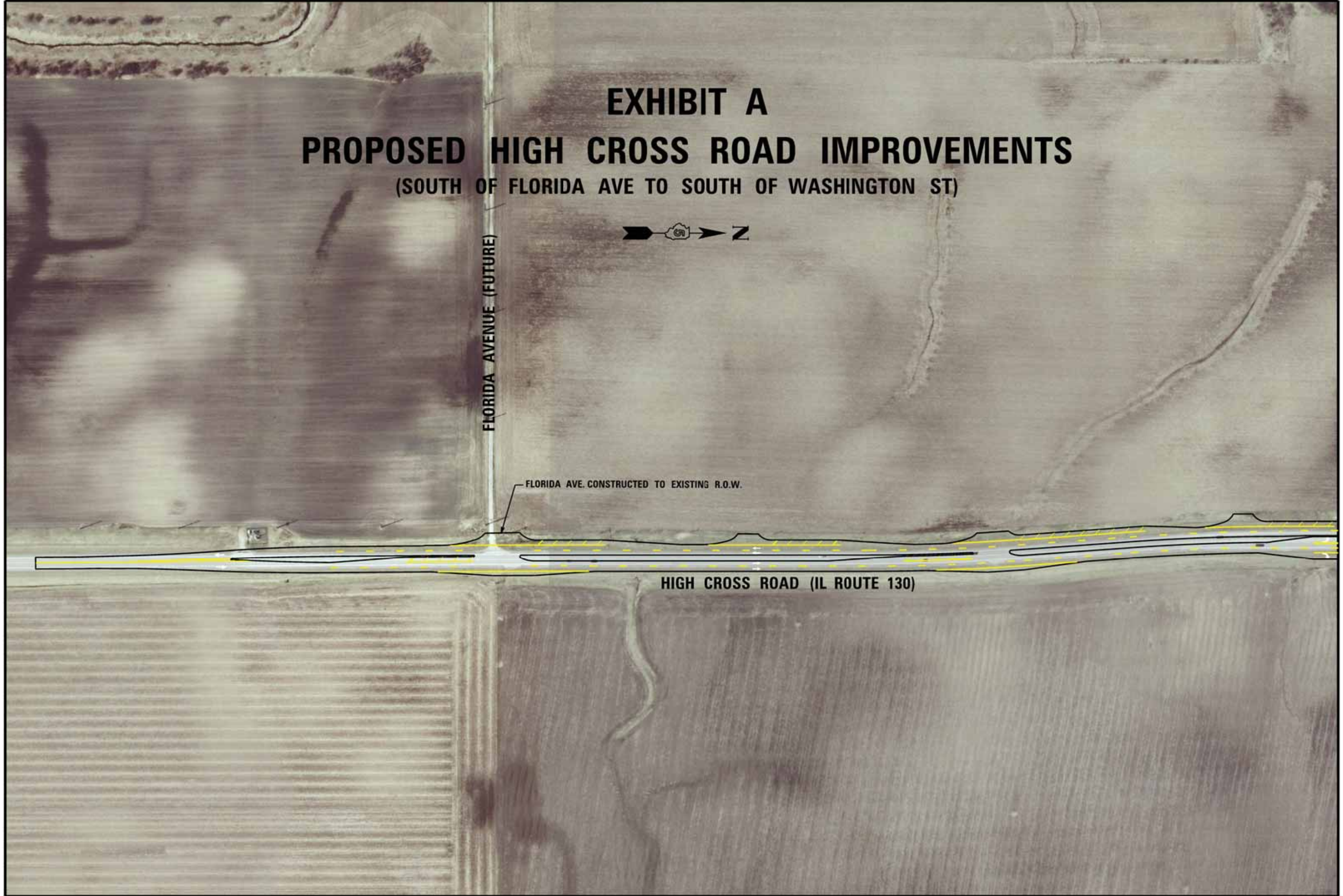
(SOUTH OF FLORIDA AVE TO SOUTH OF WASHINGTON ST)



FLORIDA AVENUE (FUTURE)

FLORIDA AVE. CONSTRUCTED TO EXISTING R.O.W.

HIGH CROSS ROAD (IL ROUTE 130)



RESOLUTION NO. 2014-01-005R

**RESOLUTION AUTHORIZING CONSTRUCTION ENGINEERING SERVICES
AGREEMENT FOR ILLINOIS JOBS NOW FUNDS**

(Construction Engineering and Participating Construction
Agreement for 1.27 Miles of South High Cross Road/IL Route 130)

WHEREAS, the City of Urbana, an Illinois municipal corporation, is a home rule entity pursuant to Article 7, § 6 of the Constitution of the State of Illinois and 65 ILCS 5/1-1-10; and

WHEREAS, the City of Urbana, Illinois has the authority to enter into and execute one or more agreements with the Illinois Department of Transportation and/or such other persons as is necessary to obtain engineering consulting services and construction work; and

WHEREAS, the City of Urbana and the Illinois Department of Transportation seek to enter into and execute an engineering and construction agreement which is expected to provide a certain amount of funding for engineering services and construction work necessary to improve South High Cross Road/Illinois Route 130 between East University Avenue (U.S. Route 150) to a point 1.27 miles south of East University Avenue (U.S. Route 150), a copy of which agreement is appended to and incorporated into this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, AS FOLLOWS:

Section 1. The Mayor shall be and hereby is authorized to enter into and execute on behalf of the City of Urbana an agreement in form and substance substantially similar to Exhibit A appended to and incorporated into this Resolution.

Section 2. They Mayor shall be and hereby is authorized to negotiate such additional terms of such an Agreement with the Illinois Department of Transportation as the Mayor deems necessary and appropriate and which would be agreed to by the said Department.

Section 3. That the Mayor shall be and hereby is authorized to undertake such other actions as are necessary to carry out the purpose and intent of this Resolution.

PASSED by the City of Council this _____ day of _____, 2013.

AYES: _____

NAYS: _____

ABSTAINS: _____

Phyllis D. Clark, City Clerk.

Approved by the Mayor this _____ Day of _____, 2013.

Laurel Lunt Prussing, Mayor.

ORDINANCE - 2014-01-013

AN ORDINANCE REVISING THE ANNUAL BUDGET ORDINANCE

FY 2013-2014

(High Cross Road Construction Engineering 2014)

WHEREAS, the Annual Budget Ordinance of and for the City of Urbana, Champaign County, Illinois, for the fiscal year beginning July 1, 2013, and ending June 30, 2014, (the "Annual Budget Ordinance") has been duly adopted according to Sections 8-2-9.1 et seq. of the Illinois Municipal Code (the "Municipal Code") and Division 2, entitled "Budget", of Article VI, entitled "Finances and Purchases", of Chapter 2, entitled "Administration", of the Code of Ordinances, City of Urbana, Illinois (the "City Code"); and

WHEREAS, the City Council of the said City of Urbana finds it necessary to revise said Annual Budget Ordinance by deleting, adding to, changing or creating sub-classes within object classes and object classes themselves; and

WHEREAS, funds are available to effectuate the purpose of such revision; and

WHEREAS, such revision is not one that may be made by the Budget Director under the authority so delegated to the Budget Director pursuant to section 8-2-9.6 of the Municipal Code and section 2-133 of the City Code.

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

Section 1. That the Annual Budget be and the same is hereby revised to provide as follows:

FUND: Capital Replacement and Improvement Fund
ADD REVENUE: None - Decrease in Fund Balance
FUND: IDOT - Illinois Jobs Now Fund
ADD EXPENSE: High Cross Road Construction Engineering 2014
(IL. 130 Engineering) - \$50,000

Section 2. This Ordinance shall be effective immediately upon passage and approval and shall not be published.

Section 3. This Ordinance is hereby passed by the affirmative vote of two-thirds of the members of the corporate authorities then holding office, the "ayes" and "nays" being called at a regular meeting of said Council.


PASSED by the City Council this _____ day of _____, _____.

AYES:
NAYS:
ABSTAINED:

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this _____ day of _____, _____.

Laurel Lunt Prussing, Mayor

 Illinois Department of Transportation Local Agency Agreement for Federal Participation	Local Agency Urbana, City of	State Contract X	Day Labor	Local Contract	RR Force Account
	Section 09-00481-00-WR	Fund Type IJN	ITEP and/or SRTS Number		
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-95-331-13					

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 South High Cross Road/IL Route 130 Route FAP 808 Length 1.27 mi
Termini East University Avenue (US Route 150) to 1.27 mile south

Current Jurisdiction City Urbana & State Existing Structure No N/A

Project Description

Reconstruction of South High Cross Road from 2-lanes to 4-lanes with HMA base course and HMA Binder and Surface courses. Additional work will include improving side roads, drainage structures and storm sewer, curb and gutter, sidewalk and traffic signal improvements.

Division of Cost

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction	()	8,225,000	(*)	(BAL)	8,225,000
Non-Participating Construction	()		()	()
Preliminary Engineering	()		()	()
Construction Engineering	()	50,000	(*)	(BAL)	50,000
Right of Way	()		()	()
Railroads	()		()	()
Utilities	()		()	()
Materials							
TOTAL	\$		\$ 8,275,000		\$		\$ 8,275,000

* 100% IJN funds not to exceed \$8,275,000.

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.

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 Balance 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.uscontractorregistration.com>. 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>.

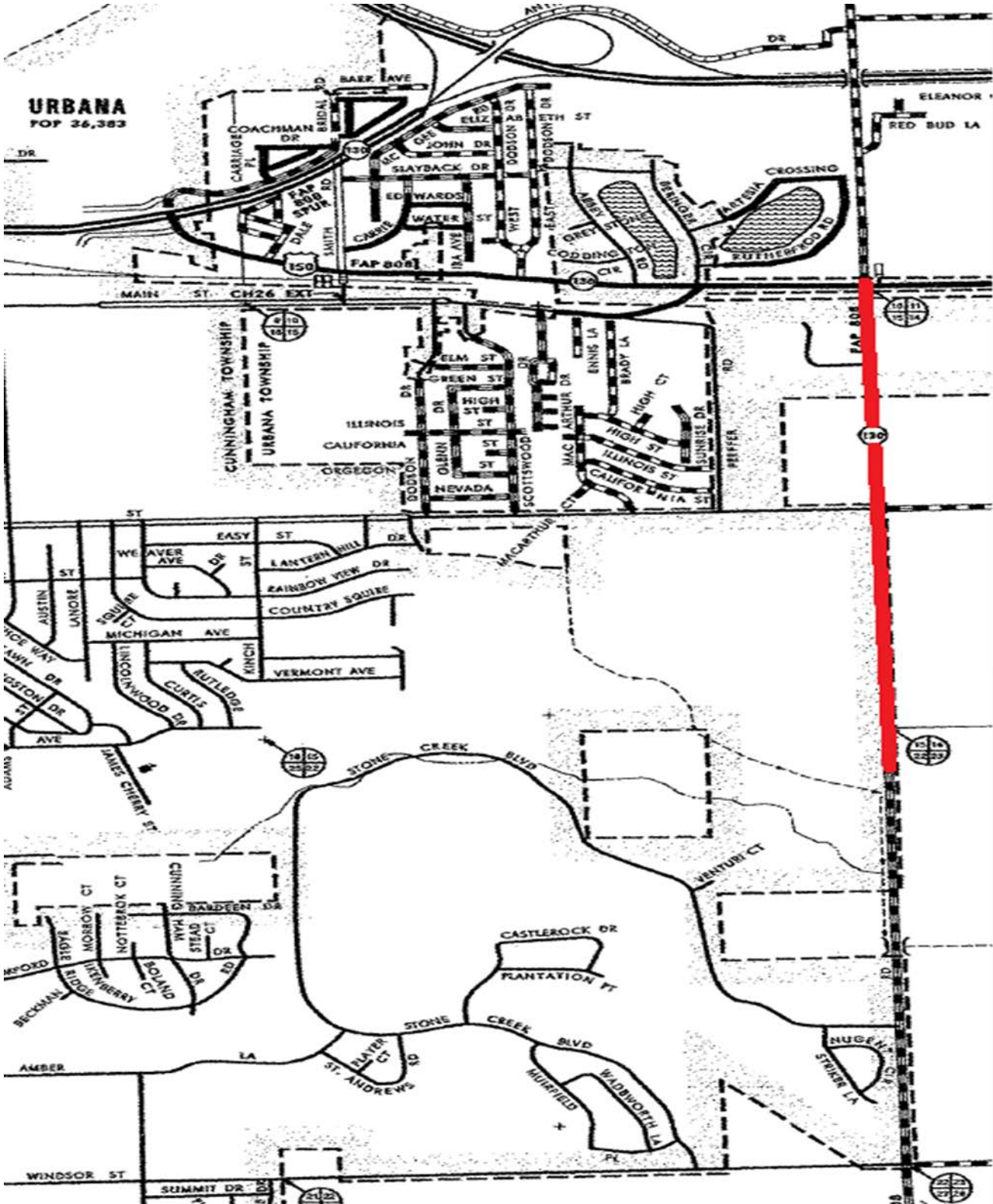
THE STATE AGREES:

- (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.
- (4) 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.
- (5) 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.
- (6) 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

ADDENDA NO. 1



LOCATION MAP

ADDENDA NO. 2

Addendum to Agreement

Revise Agreement Provision No. 3 for **LOCAL AGENCY AGREES** to read as follows:

3. To provide for surveys and the preparation of plans for the proposed improvement.

Delete Agreement Provision No. 4 for **LOCAL AGENCY AGREES**.

Revise Agreement Provision No. 5 for **LOCAL AGENCY AGREES** to read as follows:

5. Upon final field inspection to maintain or cause to be maintained those portions of the improvement which are not maintained by the **STATE**, including earth medians, sidewalks/bike paths, crosswalk and stopline markings, highway lighting including furnishing the electrical energy therefore and shall maintain the storm sewers and appurtenances by performing those functions necessary to keep the sewer in a serviceable condition including cleaning sewer lines, inlets, manholes, and catch basins along with the repair or replacement of inlet, manhole and catch basins' frames, grates or lids, plus structural failures to a maximum length of 3.66 meters (12 feet) between adjacent manholes. The maintenance, repair and/or reconstruction of storm sewers constructed as part of this improvement beyond the aforescribed responsibilities shall be that of the **STATE**.

To continue its existing maintenance responsibilities on all side road approaches under its jurisdiction, including all left and right turn lanes, medians and curb and gutter, on said side road approaches, up to the through edge of pavement of South High Cross Road (IL Route 130) and East University Avenue (US Route 150). In addition the **LA** agrees to maintain all proposed private entrances, including all right turn lanes and adjacent curb and gutter onto said private entrances, up to the through edge of pavement of South High Cross Road (IL Route 130). Drainage facilities, if any, at the aforementioned side roads and private entrances located within the **STATE** right-of-way shall be the joint maintenance responsibility of the **STATE** and the **LA**, as described above, unless there is an agreement specifying different responsibilities.

Upon acceptance by the **STATE** of the traffic signal work included herein the responsibility for maintenance and energy shall continue to be as outlined in the Master Agreement executed by the **STATE** and the **LA** on August 11, 2011.

Revise Agreement Provision No. 5 for **STATE AGREES** to read as follows:

5. To provide for engineering supervision during construction of the proposed improvement. 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.

Add the following to the Agreement Provisions for **IT IS MUTUALLY AGREED**:

7. This project does not include any funding from the **FHWA**. Any references to **FHWA** requirements shall be omitted.
8. This project will be processed, let and constructed in accordance with Motor Fuel Tax standards, policies and procedures.
9. The **LA** agrees to obtain a permit from the **STATE** for all future work in the earth medians on South High Cross Road (IL Route 130).
10. It is the intent of the **STATE** that all or a portion of the costs of this project will be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the **STATE**. This provision in no way constitutes an obligation of the Department to use any particular funding or to confer a contractual or other right to demand that any particular funding be used.
11. Upon final field inspection of the improvement and so long as South High Cross Road (IL Route 130) and East University Avenue (US Route 150) are used as a State Highway, the **STATE** agrees to maintain or cause to be maintained the concrete median, the curb and gutter adjacent to the concrete and earth medians, the through traffic lanes lying on either side of the median or centerline and the left-turn and right-turn lanes onto side roads, and the curb and gutter or stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes to be maintained by the **STATE**.

ADDENDA NO. 3

Jurisdiction

Urbana Township hereby agrees:

1. To the implementation of the subject improvement by the STATE and CITY.
2. To retain jurisdiction of its portion of the completed improvement.

Highway Commissioner

Date

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:)
CRAWFORD, MURPHY AND TILLY, INC.
2750 W WASHINGTON ST.
SPRINGFIELD, IL 62702

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 and G, 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.		
X		A.	Study and Report Phase
X		B.	Preliminary Design Phase
X		C.	Final Design Phase
X		D.	Bidding Phase
X		E.	Construction Survey and Layout Phase
X		F.	Construction Inspection Phase
X		G.	Reimbursable Expenses (Ref. Section VI.C)

The professional engineering services obtained by the City under this Agreement concern the following described Project hereinafter referred to as the "Project":

Project Budget Number:	
Project Name:	Illinois Route 130
Project Section: 09-00481-00-EG	
Brief Project Description: <i>The IL Route 130 project from US 150 to south Florida Ave. includes engineering studies, preliminary and final design engineering to revise, update and finalize the construction plans for the reconstruction and widening of IL Route 130. Also included are side road improvements along US 150, Washington Street and Florida Ave. This project is planned for inclusion on an IDOT state letting.</i>	
<u>Road</u>	<u>Limits</u>
IL 130 (FAP 0808)	74' North of University Avenue To 1242' South of Florida Avenue (6691')
US 150 (University Avenue)	816' West of IL Route 130 to 532' East of IL Route 130 (1348')
Tatman Drive	123' West of IL Route 130 to IL Route 130
Washington Street	1177' West of IL Route 130 to 471' East of IL Route 130 (1648')
Florida Avenue	444' West of IL Route 130 to IL Route 130

SECTION I. GENERAL

A. ENGINEER

The Engineer shall provide professional engineering services for the City in all phases of the Project to which this Agreement applies, serve as the City's professional engineering representative for the Project as set forth herein and shall give professional engineering consultation and advice to the City during the performance of services hereunder. All services provided hereunder shall be performed by the Engineer in accordance with generally accepted Engineering standards to the satisfaction of the City.

B. NOTICE TO PROCEED

The Engineer shall only begin performance of each Phase of work required hereunder upon receipt of a written Notice to Proceed with that Phase from the City.

C. TIME

The Engineer shall begin work on each successive phase promptly after receipt of the Notice to Proceed for each phase and shall devote such personnel, technical equipment, computer time and materials to the Project so as to complete each phase in an expeditious manner within the time limits set forth in Section II. Time is of the essence to this Agreement.

D. CITY'S REPRESENTATIVE

The City's representative to the Engineer shall be the City Engineer or the City Engineer's designee.

E. EXTRA WORK AND CHANGE ORDERS

The Engineer shall only perform work authorized by this Agreement and defined in Exhibit C, the Scope of Work. Should the size or complexity of the project exceed the amount of work contemplated by this Agreement or defined in the Scope of Work, the Engineer shall obtain written authorization to perform extra work before such work is actually performed. The cost to perform any work prior to written authorization shall be paid exclusively by the Engineer and shall not be reimbursed by the City.

Change orders to authorize extra work may be approved in accordance with the procedure outlined in Section 7.1 of the Urbana Public Works Department Policy and Procedure Manual.

The Engineer shall not be reimbursed for costs incurred above the currently approved Agreement amount plus the cost of approved change orders approved in accordance with the requirements of the Urbana City Code.

SECTION II. BASIC SERVICES

A. STUDY AND REPORT PHASE

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

The Engineer shall:

1. City's Requirements

Review available data and consult with the City to clarify and define the City's requirements for the Project.

2. Advise Regarding Additional Data

Advise the City as to the necessity of the City's providing or obtaining from others data or services of the types described in Section IV.C, in order to evaluate or complete the Project, and act as the City's representative in connection with any such services.

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 IV,C. of this Agreement.

2. Approvals of Governmental Entities

Furnish to the City such documents and design data as may be required for, and assist in the preparation of, the required documents so that the City may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

3. Adjusted Project Costs

Advise the City of any adjustments to the latest opinion of probable Project Costs caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications.

4. Contract Document Preparation

The Engineer shall prepare the construction contract documents utilizing standard construction contract documents furnished by the City and/or required by outside funding sources. The Engineer shall prepare and incorporate appropriate Technical Specifications for inclusion in the construction contract. The Engineer shall not alter the City's standard contract documents without the permission of the City Engineer. The City may provide the Engineer with previously prepared Technical Specifications which may be used as appropriate. The Engineer shall, to the maximum extent practical, follow the format for the Technical Specifications as previously established by the City.

5. Document Presentation

Furnish five (5) copies of the above documents and present and review them in person with the City. 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 Final 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 Final Design Phase shall be completed and plans submitted within the time period defined in the detailed Scope of Services attached as Exhibit C, and summarized in Section IV,E. of this Agreement.

D. BIDDING PHASE

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

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 bids for each of the pay items submitted by each of the bidders. The Engineer shall assist the City in evaluating bids or proposals and in assembling and awarding contracts.~~

7. Supplementary Duties

The duties and responsibilities of the Engineer during the Bidding 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 Bidding Phase shall be completed and recommendations submitted within the time period defined in the detailed Scope of Services attached as Exhibit C, and summarized in Section IV,E. of this Agreement.

E. CONSTRUCTION SURVEY AND LAYOUT PHASE

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

1. General

This phase of the work may or may not be performed in conjunction with Phase F, "Construction Inspection Phase" of this Agreement. Inclusion of this phase in the Agreement does not imply that services identified under Phase F are to be provided unless specifically indicated in this Agreement.

2. Duties

The Engineer shall provide horizontal and vertical control line and grade to enable construction of the improvement as depicted in the Project plans. The number of control points to be established by the Engineer shall be sufficient to permit the construction contractor to construct the improvement within the construction tolerances established in the Project specifications. In addition, the number of control points shall be consistent with standard engineering practice.

3. Replacement of Lost Control Points

The Engineer shall be required to establish control points at Engineer's costs only one time. Control points which are lost, damaged, removed or otherwise moved by the Contractor or others shall be promptly replaced by the Engineer and costs for such replacement shall be computed on a time and materials basis, and reimbursed by the City if replacement is so directed by the City.

4. Accuracy

The Engineer shall provide the horizontal and vertical control points within the same measurement tolerances as the construction tolerances established in the Project specifications. The Engineer shall be responsible for the accuracy of the control points which are established. The Engineer shall be responsible for costs which may result from errors in placement of control points.

The Engineer shall take all reasonable and customary actions to protect the control points established by the Engineer.

5. Supplementary Duties

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

6. Completion Time

The Construction Survey and Layout Phase shall be completed within the time period defined in the detailed Scope of Services attached as Exhibit C, and summarized in Section VI, E of this Agreement.

F. CONSTRUCTION INSPECTION PHASE

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

1. General Duties

This phase of the work may or may not be performed in conjunction with Phase E, "Construction Survey and Layout Phase" of this Agreement. Inclusion of this phase in the Agreement does not imply that services identified under Phase E are to be provided unless specifically indicated in this Agreement.

~~Consult with and advise the City and act as its representative as provided herein and in the General Conditions of the construction contract for the Project. The primary responsibility of the Engineer in this phase of the work shall be quality control inspection of the materials, construction methods and techniques to assure that the contractor builds the project in accordance with the plans and specifications.~~

~~2. Construction Inspection and Reporting~~

~~Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of the Contractor and to determine in general if such work is proceeding in accordance with the Contract Documents. During such visits and on the basis of on-site observations, the Engineer shall keep the City informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.~~

3. Review of Technical and Procedural Aspects

Review and approve (or take other appropriate action) in respect to Shop Drawings, the results of tests and inspections and other data which each Contractor is required to submit, determine the acceptability of substitute materials and equipment proposed by the Contractor(s), and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor(s).

~~4. Contract Documents~~

~~Receive from each Contractor and review for compliance with contract documents all required document submissions including but not limited to Performance and Payment Bonds, certificates of insurance report forms required by any City, State or Federal law or rule or regulation and submit the forms to the City for final approval.~~

5. Conferences and Meetings

Attend meetings with the Contractor, such as pre-construction conferences, progress meetings, job conferences, and other project-related meetings, and prepare and circulate copies of the minutes thereof including to the City.

6. Documentation

~~The documentation provided by the Engineer of construction inspection shall meet the requirements defined in the Illinois Department of Transportation Construction Manual; Section 800 entitled "Documentation."~~

- ~~(a) Prepare Inspector's Daily Reports and Quantity Book as required in the Construction Manual.~~
- ~~(b) Maintain, at the job site, orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents, including all Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, the Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project-related documents.~~
- ~~(c) Keep a diary or log book, recording the Contractor's hours on the job site, weather conditions, data relative to questions of Change Orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail, as in the case of observing test procedures and send copies to the City. Take multiple photographs of the Work and keep a log and file of the photos.~~
- ~~(d) Record names, addresses and telephone numbers of all the Contractors, Subcontractors, and major suppliers of materials and equipment.~~

7. Reports

- ~~(a) Furnish the City periodic reports, as required, on progress of the Work and of the Contractor's compliance with the progress schedule and schedule of Shop Drawings and sample submittals.~~
- ~~(b) Consult with the City, in advance of scheduled major tests, inspections, or start of important phases of the Work.~~
- ~~(c) Draft proposed Change Orders and obtaining back-up material from the Contractor, and make recommendations to the City regarding Change Orders and Field Orders.~~
- ~~(d) Report immediately to the City upon the occurrence of any accident.~~

8. Contract Interpretation; Review of Quality of Work

Issue all instruction of the City to the Contractor(s); issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders as required, subject to the City's approval; have authority, as the City's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions

on all claims of the Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.

~~9. Prepare Engineer's Pay Estimate~~

~~Based on the Engineer's on-site observations as an experienced and qualified design professional and on review of the Inspectors Daily Reports and Quantity Book, determine the amounts owing to the Contractor(s) and prepare an Engineer's Payment Estimate recommending the amount of payment for completed work; such recommendations of payment will constitute a representation to the City, based on such observations and review, that the work has progressed to the point indicated, that, to the best of the Engineer's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due the Contractor(s). The Engineer's Payment Estimate shall be prepared not less than monthly while construction is proceeding. The pay estimate shall be prepared on a spreadsheet form supplied by the City.~~

~~10. Determination of Substantial Completion~~

~~Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the work has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that the Engineer may recommend, in writing, final payment to each Contractor and may give written notice to the City and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed).~~

11. Authority and Responsibility

The Engineer shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job-site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids.

12. Engineer Not Responsible for Acts of Contractor

The Engineer shall not be responsible for the supervision or control of the acts or omissions or construction means, methods or techniques of any Contractor, or Subcontractor, or any of the Contractor(s) or Subcontractors' agents or employees or any other person (except the Engineer's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in paragraphs E-1 through E-8 inclusive shall be construed to release the Engineer from liability for failure to properly perform duties undertaken by him in these Contract Documents or this Agreement.

~~13. Preparation of Record Drawings~~

~~The Engineer shall prepare a set of record plans on which shall be noted all changes which may have occurred during construction. The record drawings need not detail changes in measurements, elevation lines or grades which are within the normally accepted construction tolerances. The plans shall be delivered to the City in the form of one set of prints. The cost of~~

~~document reproduction shall be considered to be a reimbursable expense and paid in accordance with Section VI.C of this agreement.~~

14. Supplementary Duties

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

15. Completion Time

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

SECTION III. (Reserved for future use)

SECTION IV. CITY'S RESPONSIBILITIES

A. FURNISH REQUIREMENTS AND LIMITATIONS

Provide all criteria and full information as to the City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, economic parameters and any budgetary limitations; and furnish copies of all design and construction standards which the City will require to be included in the Drawings and Specifications.

B. FURNISH INFORMATION

Assist the Engineer by placing at the Engineer's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

C. FURNISH TECHNICAL INFORMATION

Furnish to the Engineer, as required for performance of the Engineer's Basic Services (except to the extent provided otherwise in Exhibit C, "Scope of Work"), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultations not covered in Section II; all of which the Engineer may rely upon in performing the Engineer's services.

D. SURVEYS AND REFERENCE POINTS

Provide field control surveys and establish reference points and base lines except to the extent provided otherwise in Section II to enable the Contractor(s) to proceed with the layout of the work.

E. ACCESS TO PROPERTY

Arrange for access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform the Engineer's services.

F. REVIEW DOCUMENTS

Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Engineer, obtain advice of an attorney, insurance counselor and other consultants as the City deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.

G. OBTAIN APPROVALS AND PERMITS

Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

H. ACCOUNTING, LEGAL AND INSURANCE SERVICE

Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as the City may require or the Engineer may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by the Contractor(s), such auditing service as the City may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract, and such inspection services as the City may require to ascertain that the Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work except as otherwise provided in Section II.

I. NOTIFY THE ENGINEER OF DEFECTS OR DEVELOPMENT

Give prompt written notice to the Engineer whenever the City observes or otherwise becomes aware of any development that affects the scope or timing of the Engineer's services, or any defect in the work of the Contractor(s).

J. COSTS OF THE CITY'S RESPONSIBILITIES

Bear all costs incident to compliance with the requirements of this Section IV.

SECTION V. GENERAL CONSIDERATIONS

A. SUCCESSORS AND ASSIGNS

The City and the Engineer each binds their respective partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as below, neither the City nor the Engineer shall assign, sublet, or transfer their respective interests in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Engineer.

B. OWNERSHIP OF DOCUMENTS

All drawings, specifications, reports, records, and other work product developed by the Engineer in connection with this Project are public documents and shall remain the property of the City whether the Project is completed or not. The Engineer shall not release or disseminate said property to any third party without express written consent by the City. Reuse of any of the work product of the Engineer by the City on extensions of this Project or any other project without written permission of the Engineer shall be at the City's risk and the City agrees to defend, indemnify and hold harmless the Engineer from all damages and costs including attorney fees arising out of such reuse by the City or others acting through the City.

C. ESTIMATES OF COST (COST OPINION)

Since the Engineer has no control over the cost of labor and materials, or over competitive bidding and market conditions, estimates of construction cost provided are to be made on the basis of the Engineer's experience and qualifications, but the Engineer does not guarantee the accuracy of such estimates as compared to the Contractor's bids or the Project construction cost.

D. Insurance

- (a) General Requirement. During the term of this Agreement, at its own cost and expense, the Engineer shall maintain in full force and effect insurance policies as enumerated below.
- (b) Policy Form. All policies save for the professional liability shall be written on an occurrence basis. Professional liability insurance can be either claims made or occurrence basis policies.
- (c) Additional Insured. The City of Urbana and its officers and employees shall be named as additional insured parties on the general liability policy and included as additional insured parties on the automobile liability policy. The City's interests as additional insured parties shall be on a primary and non-contributory basis on all policies and noted as such on the insurance certificates.
- (d) Qualification of Insurers. All policies will be written with insurance carriers qualified to do business in the State of Illinois rated A-VIII or better in the latest Best's Key Rating Guide.
- (e) Form of Policy. All policies shall be written on the most current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) form or a manuscript form if coverage is broader than the ISO or NCCI form.
- (f) Time of Submission; Certificate of Insurance. At or before the time of execution of this agreement and prior to commencing any work activity on the project, the Engineer shall provide the City Engineer with certificates of insurance showing evidence the insurance policies noted below are in full force and effect and giving the City at least 30 days written notice prior to any change, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in which case notice shall be 10 days. The Engineer shall provide any renewal certificates of insurance automatically to the City Engineer at least 30 days prior to policy expiration. The Engineer shall upon request of the City Engineer provide copies of any or all insurance policies.

(g) Types and Limits of Insurance.

1. Workers' Compensation:

Coverage A: Statutory Limits

Coverage B: One hundred thousand dollars (\$100,000) employer's liability limits for each accident or per disease, per employee. Said policies shall be endorsed to cover any disability benefits or Federal compensation acts if applicable.

2. General Liability: Combined single limits of at least one million dollars (\$1,000,000) per occurrence. General Liability Insurance shall include:

- a. Products and completed operations coverage.
- b. Contractor's Protective coverage.
- c. Personal Injury Liability coverage.

3. Automobile Liability: Combined single limits of at least one million dollars (\$1,000,000) per occurrence. Auto liability shall include hired and non-owned autos.

4. Professional Liability: A professional liability errors and omissions policy with limits of at least one million dollars (\$1,000,000) per claim, with an aggregate of three million dollars (\$3,000,000). If said policy is written on a claims made basis, the retroactive date of the policy must predate the date of this agreement. In addition, the policy term must extend one year beyond completion date of this agreement.

5. Self-insured: If a self-insured retention or deductible is maintained on any of the policies, the Engineer shall provide the amount of the self-insured retention or deductible to the City Engineer. Such deductibles shall be subject to approval by the City. Such approval shall not be unreasonably withheld. The Engineer will be held solely responsible for the amount of such deductible and for any co-insurance.

(h) Insurance Not A Limitation. The insurance coverage and requirements contained in this Section shall not be construed to be a limitation of liability for the Engineer.

E. TERMINATION

1. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided that no such termination may be affected unless the other party is given (1) not less than fifteen (15) calendar days prior written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.
2. This Agreement may be terminated in whole or in part in writing by the City for its convenience; provided that the Engineer is given (1) not less than fifteen (15) calendar days prior written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the City prior to termination.
3. Upon receipt of a notice of intent to terminate from the City pursuant to this Agreement, the Engineer shall (1) promptly discontinue all services affected (unless the notice

directs otherwise), and (2) make available to the City at any reasonable time at a location specified by the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Engineer in performing this Agreement, whether completed or in process.

4. Upon termination pursuant to this Agreement, the City may take over the work and prosecute the same to completion by agreement with another party or otherwise.

F. EEO CONTRACT COMPLIANCE POLICY REQUIREMENT

The Engineer agrees to abide by and comply with the City of Urbana's Equal Employment Opportunity Guidelines, codified in the City of Urbana Code of Ordinances in Section 2-119, the Urbana Human Relations Commission Equal Opportunity Contract Compliance Policy Statement (Exhibit D), the Illinois Human Rights Act and all other federal, state and/or local laws pertaining to equal employment opportunity.

Pursuant to the Ordinance, the Engineer must have on file an EEO approval letter or an Affirmative Action Form before an agreement can be executed with the Engineer. Inquiries concerning this requirement may be directed to the Human Relations Office, 400 South Vine Street, Urbana, Illinois, 61801 or by telephone at (217)384-2466.

The Engineer acknowledges that a failure to comply with any of the aforementioned laws constitutes a material breach of contract.

G. INDEPENDENT CONTRACTOR STATUS

Nothing contained in this Agreement shall be construed to make the Engineer an employee or partner of the City. The Engineer shall at all times hereunder be construed to be an independent contractor.

H. FEDERAL FUNDING

If Federal Funds are utilized as a source of Project funding, the Engineer shall abide by the terms of all Federal requirements in the performance of duties hereunder.

I. AMENDMENT OF AGREEMENT

This Agreement shall be amended or supplemented only in writing and executed by both parties hereto.

J. HOLD HARMLESS

Engineer shall indemnify and save harmless the City, its officers and employees against any and all claims for damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and including attorney's fees incurred by the City or required in any way to be paid by the City, in defense thereof, and shall indemnify and save harmless the City from any and all claims, demands, suits, actions or proceedings of any kind or nature, including Worker's Compensation claims, of or by anyone whomsoever, proximately caused or proximately arising out of negligent acts or omissions to act by Engineer in connection with its performance of services under the terms of this Agreement, including operations of its subcontractors and negligent acts or omissions of employees or agents of the Engineer or its subcontractors. The City shall have the right to estimate the reasonable dollar value of such claims, demands, suits, actions or proceedings for damage or injuries, and

withhold any such amount which shall be deducted from the money due the Engineer under this Agreement, or the whole or so much of the money due or to become due the Engineer under this Agreement, and shall be retained by the City until such claims, demands, suits, actions or proceedings shall have been settled or otherwise disposed of, and satisfactory evidence to that effect furnished to the City. Insurance coverage specified in this Agreement constitutes the minimum requirements and said requirements shall not lessen or limit the liability of the Engineer under the terms of the Agreement. The Engineer shall procure and maintain at his own cost and expense, any additional kinds and amounts of insurance that, in the Engineer's own judgment, may be necessary for the Engineer's proper protection in the prosecution of the work.

K. JURISDICTION AND FORUM

The parties covenant and agree that the Laws of the State of Illinois shall govern this Agreement. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State and/or Federal Court located in the County of Champaign, State of Illinois, and stipulate that those courts have jurisdiction and venue over each party for the purpose of litigating any dispute, controversy or proceeding arising out of or related to this Agreement. Further, each party hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it as contemplated by this paragraph by registered or certified mail, return receipt requested, postage prepaid, to its address for the giving of notices as set forth in this Agreement.

L. COPYRIGHT ASSIGNMENT

The Engineer assigns to the City any and all of Engineer's rights under copyright laws for work prepared by the Engineer, its employees, subcontractors or agents in connection with this Agreement, including any and all rights to register said copyright, renewal rights, determination rights and import rights. The Engineer agrees to execute any additional documents the City may request to effectuate the assignment of said copyright.

M. NO BID RIGGING, BID ROTATION

The Engineer certifies, in accordance with Section 33E-11 of the Illinois Criminal Code, that the Engineer is not barred from bidding on contracts as a result of a violation of either Section 33E-3, Bid Rigging, or Section 33E-4, Bid Rotating, of the Illinois Criminal Code.

N. NO DELINQUENT ILLINOIS TAXES

The Engineer agrees that the Affidavit of No Delinquent Illinois Taxes, attached as Exhibit E, is incorporated into this Agreement by reference.

O. DRUG FREE WORKPLACE

The Engineer agrees that it shall comply with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et seq. If the Engineer has twenty-five (25) or more employees or this Agreement is for more than Five Thousand Dollars (\$5,000.00), the Engineer shall provide to the City the Drug Free Workplace Certification attached as Exhibit E.

SECTION VI. PAYMENT

A. BASIS OF BILLING

<p>City shall pay the Engineer for all services rendered under Section II Phases A through F an amount based on Direct Labor Costs times the factor shown in the box to the right for services rendered by principals and employees assigned to the Project.</p>	<p>3.0</p>
--	------------

Direct Labor Costs used as a basis for payment means salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks; but does not include indirect payroll related costs or fringe benefits. For the purposes of this Agreement, the principals and employees of the Engineer and their hourly direct labor costs are set forth in Exhibit A hereto.

B. SPECIAL CONSULTANT

The City shall pay the Engineer for services and reimbursable expenses of special consultants engaged by the Engineer with the approval of the City Engineer, the amount billed by the Special Consultant to the Engineer.

C. REIMBURSABLE EXPENSES

In addition to payments provided for in paragraphs A and B of this Section, the City shall pay the Engineer the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services. Reimbursable Expenses means the actual expenses incurred directly in connection with the Project for transportation costs on the basis of actual cost if public transportation is used, subsistence incidental thereto, toll telephone calls, reproduction of reports, drawings, specifications and similar project-related items in addition to those required under Section II.

<p>If the Engineer's vehicles are used on the project, the City shall pay the Engineer the amount shown in the box to the right per mile for use of the vehicle.</p>	<p>\$ 0.56 per mile</p>
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D. PAYMENT FOR WORK COMPLETED

1. Monthly progress payments may be requested by the Engineer for work satisfactorily completed and shall be made by the City to the Engineer as soon as practicable upon submission of statements requesting payment by the Engineer to the City. Each statement shall be accompanied by an Invoice Data Sheet as shown in Exhibit B. If the Engineer prefers, the Invoice Data sheet may serve as the Engineer's invoice. When such progress payments are made, the City may withhold up to ten percent (10%) of the vouchered amount until satisfactory completion by the Engineer of all work and services within a phase called for under this Agreement. When the City determines that the work under this

Agreement for any specified phase hereunder is substantially complete, it shall release to the Engineer any retainage held for that phase.

2. No payment request made pursuant to subparagraph 1 of this Section VI shall exceed the estimated maximum total amount and value of the total work and services to be performed by the Engineer under this Agreement for that phase or additional service without the prior authorization of the City. These estimates have been prepared by the Engineer and supplemented or accompanied by such supporting data as may be required by the City.
3. Upon receipt of a properly invoiced payment request, the City shall pay the amount due less any amounts allowed to be retained or withheld by the City under this Agreement within 60 days of receipt of the invoice.
4. Upon satisfactory completion of the work performed hereunder and prior to final payment under this Agreement, and as a condition precedent thereto, the Engineer shall execute and deliver to the City a release of all claims against the City arising under or by virtue of this Agreement.
5. The Engineer and City agree that the Local Government Prompt Payment Act does not apply to this Agreement.
6. In the event of termination by City under Section V.E upon the completion of any phase of the Basic Services, progress payments due Engineer for services rendered through such phase shall constitute total payment for such services. In the event of such termination by City during any phase of the Basic Services, Engineer also will be reimbursed for the charges of independent professional associates and consultants employed by Engineer to render Basic Services, and paid for services rendered during that phase on the basis of Engineer's Direct Labor Costs times a factor defined in Section VI.A. of this Agreement for services rendered during that phase to date of termination by Engineer's principals and employees engaged directly on the Project. In the event of any such termination, Engineer will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses, plus all termination expenses. Termination expenses mean additional Reimbursable Expenses directly attributable to termination, which, if termination is at City's convenience, shall include an amount computed as a percentage of total compensation for Basic Services earned by Engineer to the date of termination as follows: 10% of the difference between the amount which the Engineer has earned computed as described in paragraphs A, B and C of this section and the maximum payment amount described in paragraph E of this section.

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		\$ 32,930.00
B.	Preliminary Design Phase		\$ 49,919.00 \$ 10,837.44 (Supp.)
C.	Final Design Phase		\$ 50,118.02 \$ 2,064.86 (Supp.)
D.	Bidding Phase		\$ 7,856.35 (Supp.)
E.	Construction Survey and Layout Phase		\$ 11,382.02 (Supp.)
F.	Construction Inspection Phase		\$ 9,271.47 (Supp.)
G.	Reimbursable Expenses		\$ 16,637.00 \$ 6,868.00 (Supp.)
Total			\$ 149,604.02 \$ 48,280.14 (Supp.) \$ 197,884.16

The maximum compensation for all Phases A through G shall not exceed (in words)

One hundred, forty-nine thousand, six hundred four dollars and two cents.

One hundred, ninety-seven thousand, eight hundred eighty-four dollars and sixteen cents. (Supplement = Forty-eight thousand, two hundred and eighty dollars and fourteen cents)

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", (see attachment) consisting of 12 pages.

4. Exhibit D, "EEO Contract Compliance Policy Statement", consisting of 4 pages.
5. Exhibit E, "Disclosure Affidavit", consisting of 3 pages.
6. Exhibit F, "Dual Representation Affidavit", consisting of 3 pages.
7. Exhibit G, "Insurance Certificate(s)".

This Agreement is made between the City and the Engineer entered into on the last date written below. In witness, the parties have executed this Agreement.

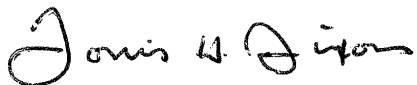
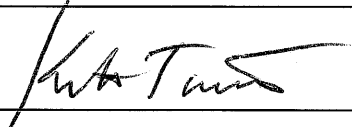
CITY OF URBANA, ILLINOIS	ENGINEER
By:	By: 
Title:	Title: Louis H. Dixon Sr. Vice President
Date:	Date: 12/20/2013
Attest:	Attest: 
APPROVED AS TO FORM:	
City Attorney	

Exhibit A

DIRECT HOURLY LABOR COSTS OF THE ENGINEER
As of the date of this Agreement.

Project Name: IL ROUTE 130

Engineer: CRAWFORD, MURPHY, & TILLY, INC.

Classification	Minimum	Maximum
Principal	61.33	70.00
Senior Project Engineer	39.75	63.17
Project Engineer/Manager	33.56	51.00
Senior Engineer	27.75	40.73
Senior Technical Manager	30.17	46.96
Engineer	24.17	31.50
Planner	20.48	28.21
Professional Land Surveyor	36.23	38.65
Senior Technician	23.77	38.88
Technician	20.65	28.10
Technical Assistant	15.75	22.21
Clerical	12.06	24.98

Exhibit B - CITY OF URBANA INVOICE DATA SHEET

Project: Illinois Route 130

(Engineer Name and Address)

CRAWFORD, MURPHY AND TILLY, INC.
 2750 W WASHINGTON ST.
 SPRINGFIELD, IL 62702

City Project No.:

Invoice Date:

Invoice Number:

Invoice Period From:
To:

Agreement/C.O.	Date Approved	Upper Limit	Misc:
Original Agreement		\$	

Item	To Date	Previous Invoices	This Invoice
Staff Hours Expended			
Direct Labor Cost			
Contract Multiplier			
Total Labor Cost			
Direct Subconsultant Cost			
Subconsultant Multiplier			
Total Subconsultant Cost			
Reimbursable Expenses			
Total Amount Earned			
TOTAL AMOUNT DUE THIS INVOICE:			
Avg. Direct Labor Cost		<i>(For City Use)</i>	
Avg. Total Labor Cost			
Percent Complete			

Signature: _____

Title: _____

EXHIBIT C

SCOPE OF WORK

(Describe the scope of work by breaking down the project into major work elements or phases. Further divide the major work elements or phases into tasks, identify proposed staff positions to accomplish the tasks, and show direct salary cost. Estimate the staff hours to accomplish the task, and calculate the direct cost. A sum of staff hours by position and direct salary cost should be made for each of the major work elements or phases. The total estimated labor cost is the sum of all the elements or phases multiplied by the approved project multiplier. The total estimated engineering cost is the total labor cost plus estimated reimbursable expenses. Project costs shall be summarized with a spread sheet in the format provided by the City Engineer and attached to this Exhibit.



EXHIBIT C

Illinois Department of Transportation

Cost Estimate of Consultant Services
(Direct Labor Multiple)

Firm CRAWFORD, MURPHY AND TILLY, INC.
 Route FAP 808 (IL ROUTE 130)
 Section 09-00481-00-WR
 County CHAMPAIGN COUNTY
 Job No. P-95-337-12
 PTB & Item N/A

Date 12/16/13

Overhead Rate 146.32%

Complexity Factor 0

ITEM	MANHOURS (A)	PAYROLL (B)	(3+R) TIMES PAYROLL (C)	DIRECT COSTS (D)	SERVICES BY OTHERS (E)	DBE TOTAL (C+D+E)	TOTAL (C+D+E)	% OF GRAND TOTAL
Structure Hydraulic & Condition Report	84	3,344.51	10,033.52	0.00			10,033.52	20.78%
Envision Checklist	6	267.97	803.92	0.00			803.92	1.67%
Land Acquisition Services	16	688.29	2,064.86	0.00	6,280.00		8,344.86	17.28%
Contract Bidding Phase	56	2,380.30	7,140.91	0.00			7,140.91	14.79%
Data Collection & Review	68	3,004.26	9,012.79	98.00			9,110.79	18.87%
Control Surveys	24	551.26	1,653.78	0.00			1,653.78	3.43%
Material Testing	0	0.00	0.00	0.00			0.00	0.00%
Field Observation & Documentation	0	0.00	0.00	490.00			490.00	1.01%
Meetings & Coordination	66	2,852.01	8,556.03	0.00			8,556.03	17.72%
Project Administration	14	715.44	2,146.32				2,146.32	4.45%
TOTALS	334	13,804.05	41,412.14	588.00	6,280.00	0.00	48,280.14	100.00%

DBE 0.00%



Average Hourly Project Rates

Route FAP 808 (IL ROUTE 130)
 Section 09-00481-00-WR
 County CHAMPAIGN COUNTY
 Job No. P-95-337-12
 PTB/Item N/A

Consultant CRAWFORD, MURPHY AND TILLY, INC.

Date 12/16/13

Sheet 1 OF 1

Payroll Classification	Avg Hourly Rates	Total Project Rates			Structure Hydraulic & Condition Checklist			Land Acquisition Services			Contract Bidding Phase			Data Collection & Review					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
PRINCIPAL	\$69.59	8	2.40%	1.67															
SENIOR PROJECT ENGINEER	\$55.97	32	9.58%	5.36	4	4.76%	2.67	2	33.33%	18.66	2	12.50%	7.00	2	3.57%	2.49			
PROJECT ENGINEER / MAN	\$44.05	174	52.10%	22.95	40	47.62%	20.97	2	33.33%	14.68	10	62.50%	27.53	36	64.29%	28.32			
SENIOR ENGINEER	\$33.97	98	29.34%	9.97	40	47.62%	16.18	2	33.33%	11.32	4	25.00%	8.49	16	28.57%	9.71			
SENIOR TECHNICAL MANAC	\$39.31	0																	
ENGINEER	\$28.29	0																	
PLANNER	\$23.89	0																	
REGISTERED LAND SURVEY	\$39.16	2	0.60%	0.23															
SENIOR TECHNICIAN	\$33.62	0																	
TECHNICIAN	\$25.35	0																	
TECHNICAL ASSISTANT	\$19.21	10	2.99%	0.58															
CLERICAL/WORD PROCESS	\$19.27	10	2.99%	0.58															
TOTALS		334	100%	\$41.33	84	100%	\$39.82	6	100%	\$44.66	16	100%	\$43.02	56	100%	\$42.51	68	100%	\$44.18



Average Hourly Project Rates

Route FAP 808 (IL ROUTE 130)
 Section 09-00481-00-WR
 County CHAMPAIGN COUNTY
 Job No. P-95-337-12
 PTB/Item N/A

Consultant CRAWFORD, MURPHY AND TILLY, INC.

Date 12/16/13

Sheet 2 OF 1

Payroll Classification	Avg Hourly Rates	Control Surveys			Material Testing			Field Observation & Documents			Meetings & Coordination			Project Administration			#REF!	Wgtd Avg	
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
PRINCIPAL	\$69.59				0			0			2	3.03%	2.11	2	14.29%	9.94			
SENIOR PROJECT ENGINEER	\$55.97				0			0			8	12.12%	6.78	4	28.57%	15.99			
PROJECT ENGINEER / MAN	\$44.05	2	8.33%	3.67	0			0			36	54.55%	24.03	8	57.14%	25.17			
SENIOR ENGINEER	\$33.97				0			0			20	30.30%	10.29						
SENIOR TECHNICAL MANAG	\$39.31				0			0											
ENGINEER	\$28.29				0			0											
PLANNER	\$23.89				0			0											
REGISTERED LAND SURVEY	\$39.16	2	8.33%	3.26	0			0											
SENIOR TECHNICIAN	\$33.62				0			0											
TECHNICIAN	\$25.35				0			0											
TECHNICAL ASSISTANT	\$19.21	10	41.67%	8.00	0			0											
CLERICAL/WORD PROCESS	\$19.27	10	41.67%	8.03	0			0											
TOTALS		24	100%	\$22.97	0	0%	\$0.00	0	0%	\$0.00	66	100%	\$43.21	14	100%	\$51.10	0	0%	\$0.00



**Illinois Department
of Transportation**

Payroll Rates

FIRM NAME CRAWFORD, MURPHY AND TILLY, INC. DATE 12/16/13
 PRIME/SUPPLEMENT PRIME
 PTB NO. N/A

ESCALATION FACTOR 2.63%

CLASSIFICATION	JANUARY 2013 RATES	ESCALATED RATE
PRINCIPAL	\$67.81	\$69.59
SENIOR PROJECT ENGINEER	\$54.54	\$55.97
PROJECT ENGINEER / MANAGER	\$42.92	\$44.05
SENIOR ENGINEER	\$33.10	\$33.97
SENIOR TECHNICAL MANAGER	\$38.30	\$39.31
ENGINEER	\$27.57	\$28.29
PLANNER	\$23.28	\$23.89
REGISTERED LAND SURVEYOR	\$38.16	\$39.16
SENIOR TECHNICIAN	\$32.76	\$33.62
TECHNICIAN	\$24.70	\$25.35
TECHNICAL ASSISTANT	\$18.72	\$19.21
CLERICAL/WORD PROCESSOR	\$18.78	\$19.27

**CITY OF URBANA
 FAP 808 (IL ROUTE 130) - US 150 TO FLORIDA
 HOUR ESTIMATE FOR CONSULTANT SERVICES
 CONSTRUCTION PHASE SUPPLEMENT**

PREPARED BY: KLT DATE: 12/12/2013

REVIEWED BY: SPH DATE: 12/12/2013

ROUTE: FAP 808 (IL ROUTE 130)

SECTION: 09-00481-00-WR

COUNTY: CHAMPAIGN

JOB NO. P-95-337-12

PTB NO. N / A

ITEM

STRUCTURE HYDRAULIC & CONDITION REPORTS
 ENVISION CHECKLIST
 LAND ACQUISITION SERVICES
 CONTRACT BIDDING PHASE
 DATA COLLECTION & REVIEW
 CONTROL SURVEYS
 MATERIAL TESTING
 FIELD OBSERVATION AND DOCUMENTATION
 MEETINGS & COORDINATION
 PROJECT ADMINISTRATION

HOURS

84
6
16
56
68
24
0
0
66
14

TOTAL

334

PERSON HOUR ESTIMATE FOR CONSULTING SERVICES
FAP 808 (IL ROUTE 130) - US 150 TO FLORIDA

ITEM/ DESCRIPTION	HOURS
STRUCTURE HYDRAULIC & CONDITION REPORTS	
A. BOX CULVERTS - BRIDGE CONDITION REPORTS	
1. SN 010-8088 (IL ROUTE 130)	6
2. SN 010-8089 (IL ROUTE 130)	6
3. SN 010-8129 (IL ROUTE 150)	6
4. SN 010-8358 (IL ROUTE 130/150 INTERSECTION)	6
B. BOX CULVERTS - HYDRAULIC REPORTS	
1. SN 010-8088 (IL ROUTE 130)	6
2. SN 010-8089 (IL ROUTE 130)	6
3. SN 010-8129 (IL ROUTE 150)	6
4. SN 010-8358 (IL ROUTE 130/150 INTERSECTION)	6
C. ADDITIONAL DRAINAGE STUDIES PER IDOT	
1. MAJOR BOX CULVERT HYDROLOGIC & HYDRAULICS	12
2. ROADSIDE DITCH CAPACITIES	12
3. STORM SEWER AND INLET STRUCTURE MODELLING	12
ITEM TOTAL:	84
ENVISION CHECKLIST	
A. PREPARE SELF ASSESSMENT CHECKLIST	4
B. SUMMARIZE AND REVIEW FINDINGS WITH CITY	2
ITEM TOTAL:	6
LAND ACQUISITION SERVICES	
A. COORDINATION WITH CITY	8
B. COORDINATION WITH IDOT LAND ACQUISITION	8
ITEM TOTAL:	16
CONTRACT BIDDING PHASE	
A. COORDINATE FINAL CONTRACT DOCUMENTS WITH DISTRICT AND CENTRAL OFFICE	24
B. COORDINATE RIGHT-OF-WAY CLEARANCE WITH CITY AND DISTRICT	16
C. ASSIST WITH ANY MODIFICATIONS REQUIRED FOR ADVERTISEMENT	16
ITEM TOTAL:	56

PERSON HOUR ESTIMATE FOR CONSULTING SERVICES
FAP 808 (IL ROUTE 130) - US 150 TO FLORIDA

ITEM/ DESCRIPTION	HOURS
DATA COLLECTION & REVIEW	
A. OBTAIN AND REVIEW IDOT R.E. AND/OR CONTRACTOR PROVIDED DATA	24
B. SHOP DRAWINGS & CONTRACTOR SUBMITTALS	40
C. TESTING REPORT RESULTS	4
ITEM TOTAL:	68
CONTROL SURVEYS	
A. ESTABLISH HORIZONTAL & VERTICAL CONTROL	4
B. STAKING FOR EXISTING AND PROPOSED RIGHT-OF-WAY	16
C. COORDINATION WITH CONTRACTOR SURVEYOR	4
ITEM TOTAL:	24
MATERIAL TESTING	
A. IDOT DISTRICT 5 IMPLEMENTATION STAFF TO PROVIDE OR COORDINATE	0
ITEM TOTAL:	0
FIELD OBSERVATION AND DOCUMENTATION	
A. IDOT DISTRICT 5 IMPLEMENTATION STAFF TO PROVIDE OR COORDINATE	0
ITEM TOTAL:	0
MEETINGS & COORDINATION	
A. PRECONSTRUCTION CONFERENCE	6
B. TRAFFIC CONTROL PLAN REVISIONS & COORDINATION WITH CITY & IDOT	12
C. PROJECT MEETINGS WITH CITY (1 MEETING X 2 HR / MEETING X 2 PERSONS)	4
D. FIELD MEETINGS WITH CONTRACTOR AND PLAN IN HAND REVIEWS (2 MEETINGS X 4 HR / MEETING X 2 PERSONS)	16
E. UTILITY COORDINATION MEETINGS (1 MEETING X 1 HR / MEETING X 2 PERSONS)	2
F. REVIEW RFI'S & CHANGE ORDER AUTHORIZATIONS FOR PROCESSING	16

PERSON HOUR ESTIMATE FOR CONSULTING SERVICES
FAP 808 (IL ROUTE 130) - US 150 TO FLORIDA

ITEM/ DESCRIPTION	HOURS
G. PREFINAL INSPECTION AT SUBSTANTIAL COMPLETION	4
H. RECORD DRAWINGS	2
I. PUBLIC INFORMATION COORDINATION	4
ITEM TOTAL:	66

PROJECT ADMINISTRATION

A. PROJECT ADMINISTRATION	
1. MONTHLY PROGRESS REPORTS	4
2. COMMUNICATIONS WITH CITY & IDOT (TELEPHONE AND EMAIL)	4
3. PROJECT SCHEDULING AND CONTRACT ADMINISTRATION	2
4. QUALITY ASSURANCE REVIEW	4
ITEM TOTAL:	14

**CITY OF URBANA
 FAP 808 (IL ROUTE 130) - US 150 TO FLORIDA
 DIRECT COSTS ESTIMATE FOR CONSULTANT SERVICES
 CONSTRUCTION PHASE SUPPLEMENT**

PREPARED BY: KLT DATE: 12/12/2013
 REVIEWED BY: SPH DATE: 12/12/2013

ROUTE: FAP 808 (IL ROUTE 130)
 SECTION: 09-00481-00-WR
 COUNTY: CHAMPAIGN
 JOB NO. P-95-337-12
 PTB NO. N / A

ITEM
 STRUCTURE HYDRAULIC & CONDITION REPORTS
 ENVISION CHECKLIST
 LAND ACQUISITION SERVICES
 CONTRACT BIDDING PHASE
 DATA COLLECTION & REVIEW
 CONTROL SURVEYS
 MATERIAL TESTING
 FIELD OBSERVATION AND DOCUMENTATION
 MEETINGS & COORDINATION
 PROJECT ADMINISTRATION

DIRECT COSTS	SERVICES BY OTHERS
\$0	\$0
\$0	\$0
\$0	\$6,280
\$0	\$0
\$0	\$0
\$98	\$0
\$0	\$0
\$0	\$0
\$490	\$0
\$0	\$0
TOTAL	\$6,280

TOTAL

DIRECT COSTS ESTIMATE FOR CONSULTING SERVICES

FAP 808 (IL ROUTE 130) - US 150 TO FLORIDA

ITEM/ DESCRIPTION	DIRECT COSTS	SERVICES BY OTHERS
STRUCTURE HYDRAULIC & CONDITION REPORTS		
A. STRUCTURE HYDRAULIC & CONDITION REPORTS	\$0.00	
ITEM TOTAL:	\$0.00	\$0.00
ENVISION CHECKLIST		
A. ENVISION CHECKLIST	\$0.00	
ITEM TOTAL:	\$0.00	\$0.00
LAND ACQUISITION SERVICES		
A. TITLE WORK	\$0.00	\$280.00
B. LAND ACQUISITION APPRAISAL SERVICES PARCEL 002 = \$700.00 PARCEL 003 = \$700.00 PARCEL 004 = \$700.00 PARCEL 005 = \$700.00	\$0.00	\$2,800.00
C. LAND ACQUISITION REVIEW APPRAISAL SERVICES	\$0.00	\$3,200.00
ITEM TOTAL:	\$0.00	\$6,280.00
CONTRACT BIDDING PHASE		
A. CONTRACT BIDDING PHASE	\$0.00	
ITEM TOTAL:	\$0.00	\$0.00
DATA COLLECTION & REVIEW		
A. DATA COLLECTION & REVIEW	\$0.00	
ITEM TOTAL:	\$0.00	\$0.00
CONTROL SURVEYS		
A. SITE VISIT - FIELD TRIP & STAKE SITE TRAVEL (1 TRIP x 175 MILES x \$0.56 / MILE)	\$98.00	
ITEM TOTAL:	\$98.00	\$0.00
MATERIAL TESTING		
A. MATERIAL TESTING	\$0.00	
ITEM TOTAL:	\$0.00	\$0.00
FIELD OBSERVATION AND DOCUMENTATION		
A. FIELD OBSERVATION AND DOCUMENTATION	\$0.00	
ITEM TOTAL:	\$0.00	\$0.00

DIRECT COSTS ESTIMATE FOR CONSULTING SERVICES

FAP 808 (IL ROUTE 130) - US 150 TO FLORIDA

<u>ITEM/ DESCRIPTION</u>	<u>DIRECT COSTS</u>	<u>SERVICES BY OTHERS</u>
MEETINGS & COORDINATION		
A. SITE VISITS - FIELD CHECKS		
TRAVEL (5 TRIPS x 175 MILES x \$0.56 / MILE)	\$490.00	
ITEM TOTAL:	\$490.00	\$0.00
PROJECT ADMINISTRATION		
A. PROJECT ADMINISTRATION	\$0.00	
ITEM TOTAL:	\$0.00	\$0.00

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.



TODD E. RENT
HUMAN RELATIONS/COMPLIANCE OFFICER

City of Urbana
400 South Vine Street
Urbana, IL 61801

PHONE (217) 384-2466
FAX (217) 384-2426
terent@urbanaillinois.us

April 16, 2012

Crawford, Murphy & Tilly, Inc.
Attn. Daniel R. Meckes, President
2750 W. Washington St.
Springfield, IL 62702

Dear Mr. Meckes:

The Urbana Human Relations Commission (the "Commission") has received the documentation submitted by your company. The Human Relations Office has issued your company a one (1) year Provisional Certification. This Provisional Certification was issued in order to ensure that key services and contracts are not interrupted. Provisional Certification also provides your company an opportunity to develop and implement a strategy to further diversify your workforce. Once your Provisional Certification has expired, your company will be reviewed directly by the Commission. If at that time, your company is not able to provide documentation of good faith efforts towards diversification of your workforce, the Commission may direct the Human Relations Office to conduct a compliance review. For your convenience, we have enclosed a copy of the Human Relations Commission's EEO Contract Compliance Policies and Procedures as well as a copy of Section 2-119 of the Urbana City Code.

This letter serves as your organization's EEO Vendor Certificate of Compliance for the City of Urbana. As such your current certification will expire on **April 30, 2013**.

Please Note: If the term of your contract with the City extends beyond the expiration date, it is your organization's responsibility to submit an updated EEO Workforce Statistics Form at least two (2) weeks prior to that date. It is your obligation to note the expiration date of your certification and to ensure that all documentation necessary for recertification are submitted to the City in a timely fashion; failure to do so may result in a loss of certification. Further, if you fail to maintain certification status and are deemed to be non-compliant as set forth in Section 2-119 of the Urbana City Code, then your organization will forfeit any monies paid by the City during the period of non-compliance.

The Human Relations Commission is committed to diversity in the workforce. As such, the Human Relations Office has enclosed information and/or guidance on what constitutes "good faith" efforts on the part of businesses to accomplish that goal. If you have any questions or concerns, please feel free to contact me at (217) 384-2466.

Thank you for your interest in doing business with our City.

Sincerely,

Todd E. Rent / T.W.

Todd E. Rent
Human Relations Officer
City of Urbana

TR:tw

Enclosures

Cc: Ron Eldridge; Michelle Higar



Exhibit E
CONTRACTOR'S DISCLOSURE AFFIDAVIT

(NOTE: This Affidavit must be completely filled out and signed by any party doing business with the City. This Affidavit assists the City in making determinations relative to conflict of interests and other laws - if questions contact the City of Urbana Legal Division at 217/384-2464.)

STATE OF ILLINOIS)
) ss.
COUNTY OF CHAMPAIGN)

SECTION I. BUSINESS STATUS STATEMENT

I, the undersigned, being duly sworn, do state as follows:

A. Crawford, Murphy & Tilly, Inc. (Hereinafter "Contractor") is a:
Company Name

(Place mark in front of appropriate type of business)

Corporation (if a Corporation, complete B)

Partnership (if a Partnership, complete C)

Limited Liability Corporation (if an LLC, complete C)

Individual Proprietorship (if an Individual, complete D)

Contractor's Federal Tax Identification Number, or in the case of an individual or sole proprietorship, Social Security Number: 37-0844662

B. **CORPORATION**

The State of Incorporation is Delaware

Registered Agent of Corporation in Illinois: <u>Michael J. Doerfler</u> Name <u>2750 West Washington Street</u> Address <u>Springfield, IL 62702</u> City, State, Zip <u>217-787-8050</u> Telephone	Business Information (If Different from Above): <u>2750 West Washington Street</u> Company Address, Principal Office <u>Springfield, IL 62702</u> City, State, Zip <u>217-787-8050</u> <u>217-787-4183</u> Telephone Facsimile <u>www.cmtengr.com</u> Website
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The corporate officers are as follows:

President: Daniel R. Meckes

Vice President: Louis H. Dixon

Secretary: Michael J. Doerfler

C. PARTNERSHIP OR LLC

The partners or members are as follows: (Attach additional sheets if necessary)

Name Home Address & Telephone

Name Home Address & Telephone

Name Home Address & Telephone

The business address is

Telephone: Fax:

My home address is

Telephone: Fax:

D. INDIVIDUAL PROPRIETORSHIP

The business address is

Telephone: Fax:

My home address is

Telephone: Fax:

SECTION II. NON-COLLUSION STATEMENT (50 ILCS 105/3; 65 ILCS 5/3.1-55-10)

A. This bid is made without any connection or common interest in the profits with any other person other than the Contractor except as listed on a separate attached sheet to this affidavit.

Check One:

Others Interested in Contract X None

B. No department director or any employee or any officer of the City of Urbana has any financial interest, directly or indirectly, in the award of this contract except as listed on a separate attached sheet to this affidavit.

C. That the Bidder/Contractor is not barred from bidding on any contract as a result of violation of 720 ILCS 5/33E-3 and 5/33E-4 (Bid Rigging or Bid Rotating).

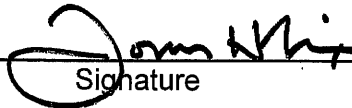
SECTION III. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

The undersigned states under oath that the Contractor is in full compliance with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et. seq. The undersigned also states under oath and certifies that the Contractor is not delinquent in payment of any tax administered by the Illinois Department of Revenue except that the taxes for which liability for the taxes or the amount of the taxes are being contested in accordance with the procedures established by the appropriate Revenue Act; or that the Contractor has entered into an agreement(s) with the Illinois Department of Revenue for the payment of all taxes due and is in compliance with the agreement. (65 ILCS 5/11-42.1-1)

SECTION IV. FAMILIARITY WITH LAWS STATEMENT

The undersigned, being duly sworn, hereby states that the Contractor and its employees are familiar with and will comply with all Federal, State and local laws applicable to the project, which may include, but is not limited to, the Prevailing Wage Act and the Davis-Bacon Act.


CONTRACTOR


Signature

Louis H. Dixon
Printed Name

Vice President
Title

SUBSCRIBED and SWORN to before me this 11 day of July, 2012.


Notary Public

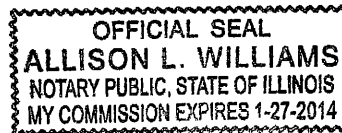


EXHIBIT F

DUAL REPRESENTATION AFFIDAVIT

(Note: Every professional must completely fill out and sign this affidavit or must receive a determination that the affidavit is not required in connection with this contract.

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)
[Fill in State and County in which affidavit is being signed.]

The undersigned professional, being duly sworn, states and as certifies that it will read, review, agree to, and abide by the following City of Urbana Dual Representation Policy:

I. DEFINITIONS

- A. A “professional” includes individuals and individuals within the same business organization or firm. The actions of one member of a multi-member firm are attributable to the firm as the “professional”.
- B. A “project” may be a specific undertaking, defined as to scope and duration, or a course of general representation relative to a field of activity.
- C. “Dual Representation” is defined as a situation where:
 - 1. the professional is engaged to provide or proposes to provide advice and recommendations to the City on either a specific project, a defined phase of a project or on a longer term continuous basis; and
 - 2. the professional, simultaneously, with the representation of the City, provides or proposes to provide services to another person or entity that has a financial interest in the same project or a defined phase of the project.
- D. “Simultaneous representations” includes those work situations where the professional is contractually bound to the City and other party to provide services over a defined period of time.

II. FACTORS

Relevant factors in determining whether dual representation exists or is proposed are the following:

- 1. Conflicting interests exist, i.e., where financial or other gain to one party in the transaction will affect financial or other gain to the other party; and,
- 2. The professional is in a position to supply information or effectively influence recommendations to either or both parties where the probable result of such information or recommendation may affect a material aspect of the work engaged by the others with financial interests in the transaction. A “material” aspect of the work is some substantial portion of the work in which independent professional judgment is expected from the professional as opposed to a purely information gathering or drafting.

III. DISCLOSURE

Where dual representation exists or is proposed, the professional shall provide full information in writing to the City and the other party with respect to the representation of the other party at the earliest possible time that the issue is known to the professional. Detailed disclosure of the nature and extent of the services to be rendered and areas where services overlap with that of the City should be provided by the professional.

IV. CONSENT

A. Where dual representation exists or is proposed, the professional hereby agrees that the City shall have the option of:

- 1. Providing Consent in writing; or
- 2. Withdrawing from any contractual commitment with the professional; or
- 3. Requesting the professional to not provide the services to the other party.

B. At preliminary stages of project definition or in other appropriate situations, it may be appropriate to provide conditional consent. The conditional consent may specify factors which, if met, provide consent subject to the condition or for a definite duration of time.

C. The City may, through the City Attorney, with the advice of the City's project manager or person supervising the work, consent to dual representation if:

- 1. the City and the other party will mutually benefit from the representation; and
- 2. (a) either the City and the other party have agreed in advance to the financial responsibilities for the work of the professional and the financial responsibilities for the project; or

(b) the work of the professional on one phase of the work for the other party will not significantly affect the overall work of the professional on behalf of the City; and
- 3. the City and the other parties have been fully informed with respect to all aspects of such dual representation; and
- 4. sufficient safeguards are in place such that the work of the professional for the City is effectively reviewed either by the City's staff or by a third-party professional of the City's choice.

PROFESSIONAL

Signature 

Printed Name: Louis H. Dixon

Title: Vice President

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that LOU DIXON, personally known to me to be the same person(s) who(se) name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notary Seal this 11 day of July, A.D., 2012.



Allison Williams
Notary Public

My commission expires: 1-27-2014

