



MEMORANDUM

TO: Mayor Laurel Lunt Prussing and Members of the City Council
FROM: Gale L. Jamison, Assistant City Engineer
William R. Gray, Public Works Director
DATE: March 15, 2013
RE: Main Street ITEP Phase III Design Engineering Services and Project Construction

INTRODUCTION

The City was awarded a \$625,931 Illinois Transportation Enhancement Project Grant installation of on-street bike lanes and sidewalk and ramp improvements to comply with American with Disabilities Act (ADA) regulations on Main Street from Grove Street to Dewey Street at the east corporate limits. Clark Dietz, Inc.(CDI) has completed the Phase I Design Report and Phase II Preliminary Engineering Design for the project and has submitted the construction documents to the Illinois Department of Transportation (IDOT).

ISSUES AND DISCUSSION

CDI has prepared an agreement for the Construction Engineering Services for the project. The agreement has been reviewed by Public Works and the scope and fee are acceptable. A copy of that agreement and a resolution authorizing it's approval is attached for council consideration.

The Project construction documents have been approved by IDOT and bids are currently scheduled to be opened during the June 14th State letting. In order to expend grant funds for the construction engineering services to be provided by CDI and project construction it will be necessary to execute a Local Agency Agreement with IDOT authorizing the expenditures. A copy of that agreement and a resolution authorizing its approval is attached for council consideration.

It is proposed that the local share of the Phase III Construction Engineering Services for and the project construction of the ITEP bike and pedestrian improvements and resurfacing from Grove Street to Dewey Street be funded with State Motor Fuel Tax (MFT) Funds. All fund expenditures are included within the current FY 1213 Capital Improvement Plan. In order to authorize the expenditure of MFT Funds a Resolution for Improvement by Municipality under the Illinois Highway Code must be approved by the Council and submitted to the Illinois Department of Transportation. A copy of the resolution authorizing the expenditure of \$1,650,000 in MFT Funds is attached for council consideration.

RECOMMENDATION

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

- 1. A RESOLUTION AUTHORIZING EXECUTION OF A CONSTRUCTION ENGINEERING SERVICES AGREEMENT FOR FEDERAL PARTICIPATION WITH CLARK DIETZ, INC. – CHAMPAIGN, IL (Main Street, ITEP, Bike Lanes and Pedestrian Improvements)**
- 2. A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A LOCAL AGENCY/STATE AGREEMENT FOR FEDERAL PARTICIPATION WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION (Main Street, ITEP, Construction Engineering and Construction)**
- 3. RESOLUTION FOR IMPROVEMENT BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE (Main Street, Section 09-00483-01-RS)**

RESOLUTION NO. 2013-03-011R

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

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

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

Section 1.

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

Section 2.

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

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

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this ____ day of _____, 2013.

Laurel Lunt Prussing, Mayor

Local Agency City of Urbana	L O C A L A G E N C Y	 Illinois Department of Transportation Construction Engineering Services Agreement For Federal Participation	C O N S U L T A N T	Consultant Clark Dietz, Inc.
County Champaign				Address 125 W. Church Street
Section 09-00483-01-RS				City Champaign
Project No. TE-00D5(103)				State IL
Job No. C-95-340-12				Zip Code 61820
Contact Name/Phone/E-mail Address Mr. Gale Jamison / 217.384.2343 gljamison@urbanaillinois.us				Contact Name/Phone/E-mail Address Mr. Julian Jones / 217.373.8900 julian.jones@clarkdietz.com

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

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor In Responsible Charge	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT A full time LA employee authorized to administer inherently governmental PROJECT activities
Contractor	Company or Companies to which the construction contract was awarded

Project Description

Name Main Street Route FAU 7124 Length 1.55 mi. Structure No. n/a

Termini Grove Street to Dewey Street

Description: Construction Engineering for proposed street improvements along Main Street from Grove Street to Dewey Street in the City of Urbana.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described and checked below:
 - a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
 - b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
 - c. For soils, to obtain samples and perform testing as noted below.
 - d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

- e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
 - f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
 - g. Inspect, document and inform the LA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.
 - h. Geometric control including all construction staking and construction layouts.
 - i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
 - j. Measurement and computation of pay items.
 - k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - l. Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE.
 - m. Revision of contract drawings to reflect as built conditions.
 - n. Act as resident construction supervisor and coordinate with the LA employee In Responsible Charge.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
 3. To furnish the services as required herein within twenty-four hours of notification by the LA employee In Responsible Charge.
 4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.
 5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
 6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
 7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
 8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.
 9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.
 10. The undersigned certifies neither the ENGINEER nor I have:
 - a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;

- b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
 - g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
 12. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
 13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.
 14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.
 15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

II. THE LA AGREES,

1. To furnish a full time LA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee Formulas

- $FF = 14.5\%[DL + R(DL) + OH(DL) + IHDC]$, or
- $FF = 14.5\%[(2.3 + R)DL + IHDC]$
- Refer to the attached CECS form for engineering costs.

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor
 FF=Fixed Fee
 SBO = Services by Others

Total Compensation = DL +IHDC+OH+FF+SBO

Specific Rate (Pay per element)

Lump Sum _____

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

With Retainage

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

Without Retainage

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

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

7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.

III. It is Mutually Agreed,

- 1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
- 2. That all services are to be furnished as required by construction progress and as determined by the LA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.
- 3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
- 4. That this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.
- 5. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
- 6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement

the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.

7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

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

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

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation and employee assistance program; and
 - (4) the penalties that may be imposed upon an employee for drug violations.
 - (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
 - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.
 - (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
 - (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LA deems appropriate.
 10. The ENGINEER agrees to abide by and comply with the LA's Equal Employment Opportunity Contract Compliance Policy Statement (attached as Exhibit D).

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Clark Dietz, Inc.	37-1212051	\$77,000.00

Sub-Consultants:	TIN Number	Agreement Amount
Sub-Consultant Total:		\$0.00
Prime Consultant Total:		\$77,000.00
Total for all Work:		\$77,000.00

Executed by the LA:

City of Urbana

(Municipality/Township/County)

ATTEST:

By: _____

By: _____

Clerk

Title: _____

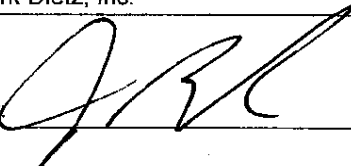
(SEAL)

Executed by the ENGINEER:

Clark Dietz, Inc.

ATTEST:

By: 

By: 

Title: PROJECT MANAGER

Title: EXEC. VICE PRESIDENT

Exhibit A - Construction Engineering

Route: FAU 7124
 Local: City of Urbana
 (Municipality/Township/County)
 Section: 09-00483-01-RS
 Project: TE-00D5(103)
 Job No.: C-95-340-12

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

Overhead Rate (OH) 171.87 %
 Complexity Factor (R) 0.00
 Calendar Mo. 8

Cost Plus Fixed Fee Methods of Compensation:

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

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (OH*DL)	Services by Others (SBO)	In-House Direct Costs (IHDC)	Fixed Fee (FF)	Total
Please refer to the attached CECS form for the cost estimate of consultant services.									
Totals		0.00							



Illinois Department of Transportation

Engineering Payment Report

Prime Consultant

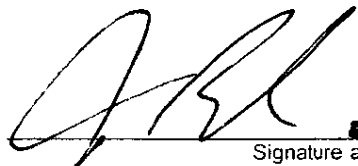
Name Clark Dietz, Inc.
 Address 125 W. Church Street
Champaign, IL 61820
 Telephone 217.373.8900
 TIN Number 37-1212051

Project Information

Local Agency City of Urbana
 Section Number 09-00483-01-RS
 Project Number TE-00D5(103)
 Job Number C-95-340-12

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

Sub-Consultant Name	TIN Number	Actual Payment from Prime
Sub-Consultant Total:		\$0.00
Prime Consultant Total:		\$77,000.00
Total for all Work Completed:		\$77,000.00

 EXEC. VICE PRESIDENT
 Signature and Title of Prime Consultant

3.13.13
 Date

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

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME
PRIME/SUPPLEMENT

Clark Dietz, Inc.
Prime

DATE 03/12/13
PTB NO.

CONTRACT TERM
START DATE
RAISE DATE

8 MONTHS
7/1/2013
2/1/2014

OVERHEAD RATE 171.87%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

7/1/2013 - 1/1/2014

6
8

= 75.00%
= 1.0075

1/2/2014 - 3/1/2014

2
8

25.75%

The total escalation for this project would be: 0.75%

PAYROLL RATES

FIRM NAME Clark Dietz, Inc. DATE 03/12/13
 PRIME/SUPPLEMENT Prime
 PSB NO. _____

ESCALATION FACTOR 0.75%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Project Director	\$70.00	\$70.53
Senior Project Manager	\$64.78	\$65.27
Project Mngr/Senior Engineer	\$51.00	\$51.38
Project Engineer	\$39.37	\$39.67
Engineer	\$29.62	\$29.84
Senior Technician	\$35.36	\$35.63
Technician	\$27.48	\$27.69
Clerical	\$23.50	\$23.68
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00

COST PLUS FIXED FEE COST ESTIMATE OF CONSULTANT SERVICES

DF-824-039
REV 12/04

FIRM
PSB
PRIME/SUPPLEMENT

Clark Dietz, Inc.

Prime

DATE 03/12/13

OVERHEAD RATE
COMPLEXITY FACTOR

1.7187

0

DBE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENEFIT (C)	IN-HOUSE DIRECT COSTS (D)	FIXED FEE (E)	Outside Direct Costs (F)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
	pre-construction coordination	4	142.64	245.16	10,000	52.78	0.00			450.58	0.59%
	shop drawing review	28	886.92	1,524.35	37,500	328.16	0.00			2,776.93	3.61%
	construction observation	542	15,164.65	26,063.48	2,795,000	5,610.92	12,000.00			61,634.05	80.04%
	general office support	82	2,534.79	4,356.54	272,200	937.87	0.00			8,101.40	10.52%
	project administration	38	1,261.71	2,168.50	140,000	466.83	0.00			4,037.04	5.24%
	Subconsultant DL										
	TOTALS	694	19,990.71	34,358.03	3,254.70	7,396.56	12,000.00	0.00	0.00	77,000.00	100.00%

DBE 0.00%

PREPARED BY THE AGREEMENTS UNIT

Printed 3/12/2013 11:00 AM

AVERAGE HOURLY PROJECT RATES

FIRM

Clark Dietz, Inc.

PSB

Prime

PRIME/SUPPLEMENT

Prime

DATE 03/12/13

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES			TOTAL PROJECT RATES			pre-construction			coordina			shop drawing review			construction observation			general office support			project administration		
	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Project Director	0			0																				
Senior Project Manager	0			0																				
Project Mngnr/Senior Engineer	10	1.44%	0.74	10	1.44%	0.74																		
Project Engineer	18	2.59%	1.03	18	2.59%	1.03	2	50.00%	18.83	8	28.57%	11.33												
Engineer	62	8.93%	2.67	62	8.93%	2.67																		
Senior Technician	27	3.89%	1.39	27	3.89%	1.39	1	25.00%	8.91	2	7.14%	2.54	20	3.69%	1.31									
Technician	571	82.28%	22.78	571	82.28%	22.78	1	25.00%	6.92	18	64.29%	17.80	522	96.31%	26.66	30	36.59%	10.13	4	10.53%	3.75			
Clerical	6	0.86%	0.20	6	0.86%	0.20										2	2.44%	0.58	4	10.53%	2.49			
TOTALS	694	100%	\$28.81	694	100%	\$28.81	4	100.00%	\$35.66	28	100%	\$31.68	542	100%	\$27.98	82	100%	\$30.91	38	100%	\$33.20			

Clark Dietz, Inc.
Summary of Estimated Direct Costs

	Unit Cost	Quantity	Direct Costs	
			In-House	Outside
pre-construction coordination				
Mileage	\$0.550		\$0.00	
Reproduction (b&w copies)	\$0.10	100	\$10.00	
Telephone/Fax	\$0.00		\$0.00	
Postage	\$0.00		\$0.00	
Miscellaneous	\$0.00			\$0.00
CADD	\$15.00		\$0.00	
Subtotal			\$10.00	\$0.00
shop drawing review				
Mileage	\$0.550		\$0.00	
Reproduction (b&w copies)	\$0.10	200	\$20.00	
Telephone/Fax	\$0.00		\$0.00	
Postage	\$1.75	10	\$17.50	
Miscellaneous	\$0.00			\$0.00
CADD	\$15.00		\$0.00	
Subtotal			\$37.50	\$0.00
construction observation				
Mileage	\$0.550	2000	\$1,100.00	
Reproduction (b&w copies)	\$0.10	2500	\$250.00	
Telephone/Fax	\$0.00		\$0.00	
Postage	\$1.75	20	\$35.00	
Miscellaneous (Material Testing - See ERI Letter)	\$12,000.00	1		\$12,000.00
CADD	\$15.00	24	\$360.00	
Overtime Premium (hrs)	\$14.00	75	\$1,050.00	
Subtotal			\$2,795.00	\$12,000.00
general office support				
Mileage	\$0.550	200	\$110.00	
Reproduction (b&w copies)	\$0.10	1447	\$144.70	
Telephone/Fax	\$0.00		\$0.00	
Postage	\$1.75	10	\$17.50	
Miscellaneous	\$0.00			\$0.00
CADD	\$15.00		\$0.00	
Subtotal			\$272.20	\$0.00
project administration				
Mileage	\$0.550	100	\$55.00	
Reproduction (b&w copies)	\$0.10	500	\$50.00	
Telephone/Fax	\$0.00		\$0.00	
Postage	\$1.75	20	\$35.00	
Miscellaneous	\$0.00			\$0.00
CADD	\$15.00		\$0.00	
Subtotal			\$140.00	\$0.00

SUB TOTAL

\$3,254.70 \$12,000.00

Clark Dietz, Inc.
Estimated Fee Extension and Summary

Main Street and Race Street
Grove Street to Dewey Street, ITEP Funding
Phase III CE Services
Urbana, Illinois

PROJECT ELEMENT	TOTAL HOURS
A. PRE-CONSTRUCTION COORDINATION	4
B. SHOP DRAWING REVIEW	28
C. CONSTRUCTION OBSERVATION	542
D. GENERAL OFFICE SUPPORT	82
E. PROJECT ADMINISTRATION	38
TOTAL ELEMENTS A THRU E	694

NOTES

1. Testing services for PCC and HMA shall be performed by ERI.

THE WORK EFFORT ASSUMES THAT THIS PROJECT AND DOWNTOWN (MAIN STREET) PROJECTS WILL BE PERFORMED CONCURRENTLY.

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

Main Street and Race Street
Grove Street to Dewey Street, ITEP Funding
Phase III CE Services
Urbana, Illinois

PROJECT ELEMENT	Total Hours
A. PRE-CONSTRUCTION COORDINATION	
1. Prepare for and attend one pre-construction meeting	3
2. Preparation of pre-construction meeting minutes	1
Total Hours - Element A	
4	
B. SHOP DRAWING REVIEW	
1. Shop drawing review and material submittals.	28
Total Hours - Element B	
28	
C. CONSTRUCTION OBSERVATION	
1. Part-time field observation and documentation.	542
Total Hours - Element C	
542	
<p>C1. Part-time for one person to assist City with construction operations from August 2013 to November 2013.</p> <ul style="list-style-type: none"> - Full time construction observation is not included in the scope of services. - Project is federally funded. Documentation and material testing procedures to be in accordance with IDOT Construction Manual. - Assumes that the City of Urbana will provide a field office near the project for Clark Dietz use during Main Street (HISP, LOCAL and ITEP) projects. 	

Clark Dietz, Inc.
Estimated Hours and Salary

Main Street and Race Street
Grove Street to Dewey Street, ITEP Funding
Phase III CE Services
Urbana, Illinois

Total
Hours

PROJECT ELEMENT

D. GENERAL OFFICE SUPPORT

1. General office support to provide interpretations of plans and specifications on an "on-call" basis and provide design revisions due to unexpected field conditions. 18
2. Prepare as-built record drawings. 28
3. IDOT coordination, material approvals, final project inspection and project close out 36

Total Hours - Element D 82

E. PROJECT ADMINISTRATION

1. Contract preparation, project files and documentation set-up 16
2. General project administration during construction (assume 7 months). 22

Total Hours - Element E 38

TOTAL ELEMENTS A THRU E

TOTAL HOURS - ELEMENTS A THRU E 694



Firm Name: Clark Dietz, Inc.

PTB/Item No: Main Street - FAU 7124

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

Item	Allowable	Contract (1) Rate	Quantity (n/a for work orders)	Total
*Per Diem	Up to State Rate Maximum			\$0.00
*Lodging (Overnight)	Up to State Rate Maximum			\$0.00
*Lodging (Extended)	Actual Cost (based on IDOT's and firm's policy)			\$0.00
Air Fare Coach Rate (with two weeks' notice)	As Approved			\$0.00
*Vehicles:		\$0.55	2,300.00	
Mileage	Up to State Rate Maximum			\$1,265.00
Daily Rate (owned or leased)	\$45/day			\$0.00
Overtime	(Premium Portion)	\$14.00	75.00	\$1,050.00
Tolls	Actual Cost			\$0.00
Digital Photo Processing	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
**Cell Phones – (traffic systems, survey, phase III only)	\$70/month/phone (maximum) – Phase III (max. of three without IDOT approval)			\$0.00
Telephone Usage (traffic system monitoring)	Actual Cost			\$0.00
2-Way Radio (survey or phase III only)	Actual Cost			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost			\$0.00
Copies of Deliverables/Mylars (in-house)	Actual Cost	\$0.10	4,747.00	\$474.70
Copies of Deliverables/Mylars (outside)	Actual Cost			\$0.00
Specific Insurance (required for project)	Actual Cost			\$0.00
CADD	Actual Cost (max. \$15.00/hour)	\$15.00	24.00	\$360.00
Monuments (permanent)	Actual Cost			\$0.00
Advertisements	Actual Cost			\$0.00
Web Site	Actual Cost			\$0.00
Facility Rental for Public Meetings & Exhibits/Renderings & AV	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Recording Fees	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
***Lab Services	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (requires 2-3 quotes)			\$0.00
Traffic Control and Protection	Actual Cost (requires 2-3 quotes)			\$0.00
Aerial Photography and Mapping	Actual Cost (requires 2-3 quotes)			\$0.00
Utility Exploratory Trenching	Actual Cost (requires 2-3 quotes)			\$0.00
Shift Differential	Actual Cost (based on firm's policy)			\$0.00
PROJECT Site Travel	Actual Cost (based on IDOT's and firm's policy)			\$0.00
Equipment Rental and/or Specific Equipment on a as needed basis when requested by IDOT	Actual Cost (requires 2-3 quotes)			\$0.00
	Actual Cost (requires 2-3 quotes)			\$0.00
	Include 2-3 vendor quotes and explanation for necessity.			\$0.00
Postage	Actual Cost	\$1.75	60.00	\$105.00
PCC Testing Services - See ERI Letter	Actual Cost	\$12,000.00	1.00	\$12,000.00
TOTAL				\$15,254.70

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

*per GOVERNOR'S TRAVEL CONTROL BOARD

**Employee personal cell phones are not allowable expenses if not left on job site

***Lab services-provide breakdown of cost for each lab service



Engineering & Research Int'l. Inc.
1401 Regency Drive East
Savoy, Illinois 61874 USA
217-356-5945 (Phone)
217-356-6347 (Fax)
eri@erikuab.com
www.erikuab.com

February 27, 2013
ERI Ref No: MTS-13-813.CDI.002

Mr. Sean Widener, P.E., PTOE
Clark Dietz, Inc.
125 West Church Street
Champaign, IL- 61820

**Subject: Material Testing and Inspection Services for Main Street Improvements
from Grove Street to Dewey Street Project – Urbana, IL
ERI Proposal Number: MTS-13-813**

Dear Mr. Widener:

As per your request we have developed a revised cost proposal for material testing and inspection services for the Main Street Improvements Project. The portion of Main Street included in this project is from Grove Street to Dewey Street.

Based on a review of the project plans document we have determined the following project scope of work for ERI's materials testing and inspection services:

- Proctors
- Visual Inspections of Aggregate Material
- Nuclear Density testing on Aggregates
- Weekly Stockpile Gradation Checks
- PCC Level 1 Inspection
- PCC Cylinder breaks
- Asphalt Plant Monitoring
- Nuclear Density testing on Asphalt
- Sample Pickups
- Report preparation and Engineer Review

We estimate that the cost for our services for this project will be \$ 11,967.50. Please see Table 1 for a breakdown of the estimated costs. The cost for our services will not exceed the estimated cost without prior authorization from the client. The cost for any additional tests not listed in the attached Table 1, but requested by the client, will be billed as per the attached ERI Standard Fee Schedule.



Table 1: Revised Cost Estimate for Materials Testing and Inspection Services for Main Street from Grove Street to Dewey Street-Urbana, IL

Task Number	Task Description	Project Engineer		Technician		Equipment/ Vehicle		Lab Tests		Total Cost
		Hours	Rate	Hours	Rate	Units	Rate	Units	Rate	
1	Soil and Aggregate Testing (Onsite and in the lab)									
	Sample Pickups (1 trip at 2 hours)			2	\$38.00					\$ 76.00
	1 Moisture Density Relationship (Proctor) at \$165.00 each							1	\$165.00	\$ 165.00
	1 day of Nuclear Density Testing (4 hours per day)			4	\$38.00					\$ 152.00
	Nuclear Density Gauge Charge (1 day at \$50 per day)					1	\$ 50.00			\$ 50.00
	Visual Inspections (4 trips at 4 hours) (Senior Technician)			16	\$48.00					\$ 768.00
	Vehicle Charge = 6 trips at \$17.50					6	\$ 17.50			\$ 105.00
	Engineer Review and Report Preparation (IDOT Forms)	0.75	\$90.00							\$ 67.50
2	Weekly Stockpile Gradation Checks for Coarse and Fine Aggregates at the PCC Supplier									
	5 trips to PCC producer to sample aggregate stockpiles for weekly gradation checks (5 trips at 1 hour per trip)			5	\$38.00					\$ 190.00
	Vehicle Charge = 5 trips at \$17.50					5	\$ 17.50			\$ 87.50
	5 Washed Sieve Analyses on Course Aggregates at \$115 each							5	\$ 115.00	\$ 575.00
	5 Washed Sieve Analyses on Fine Aggregates at \$115 each							5	\$ 115.00	\$ 575.00
3	Engineer Review and Report Preparation (IDOT Forms)	3	\$90.00							\$ 270.00
	PCC Field Testing (On-site and in the lab)									
	Level 1 PCC Testing (slump, air, temp., cylinders, air, cylinders) 22 trips at 3 hours			66	\$38.00					\$ 2,508.00
	Vehicle Charge = 22 trips at \$17.50					22	\$ 17.50			\$ 385.00
	PCC Cylinder Pickup (5 trips at 1 hour per trip)			5	\$38.00					\$ 190.00
4	Vehicle Charge = 5 trips at \$17.50					5	\$ 17.50			\$ 87.50
	Compressive Strength of PCC Cylinders							108	\$ 10.50	\$ 1,134.00
	Engineer Review and Report Preparation (IDOT Forms)	26	\$90.00							\$ 2,340.00
	Bituminous - (Plant)									
	2 trips to Bituminous producer to take split samples and reports (2 trips at 2 hours per trip - Senior Technician)			4	\$48.00					\$ 192.00
5	Vehicle Charge = 2 trips at \$17.50					2	\$ 17.50			\$ 35.00
	Bituminous - (On-site)									
	5 days of Asphalt Density Testing (6 hours per day)			30	\$38.00					\$ 1,140.00
	Nuclear Density Gauge Charge (5 days at \$50 per day)					5	\$ 50.00			\$ 250.00
	Vehicle Charge = 5 trips at \$35.00					5	\$ 35.00			\$ 175.00
Total	Engineer Review and Report Preparation (IDOT Forms)	5	\$90.00							\$ 450.00
		34.75		132						\$ 11,967.50

Notes:
Please note that the above cost estimate is for budgeting purposes only. The actual cost will be determined by the actual amount of time that Clark Dietz, Inc. requests our services. An overtime rate of 1.5 times the standard rate will apply for field services required before 7:00 a.m. and after 5:00 p.m. (Monday - Friday).

Exhibit D

EEO CONTRACT COMPLIANCE POLICY STATEMENT

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

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

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

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

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

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

CITY CONTRACTORS:

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

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

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

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

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

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

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

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

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

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

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

DETERMINATION OF NON-COMPLIANCE

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

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

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

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

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

REMEDIES FOR NON-COMPLIANCE

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

RESOLUTION NO.2013-03-012R

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

(Main Street, ITEP, Construction Engineering and Construction)

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

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


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

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

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this _____ day of _____, 2013.

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 09-00483-01-RS	Fund Type STE	ITEP and/or SRTS Number ITEP 529007		
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-95-340-12	TE-00D5(102)				

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

Location

Local Name Main Street Route FAU 7124 Length 2.01 miles
 Termini Vine Street to University Avenue

Current Jurisdiction City of Urbana Existing Structure No _____

Project Description

Roadway improvements to provide for sidewalks and bike paths on Main Street, including construction engineering

Division of Cost

Type of Work	STE	%	STATE	%	LA	%	Total
Participating Construction	522,480	(*)	()	()	551,000	(Bal)	1,073,480
Non-Participating Construction	()	()	()	()	999,449	100)	999,449
Preliminary Engineering	()	()	()	()	()	()	()
Construction Engineering	26,124	(*)	()	()	50,876	(Bal)	77,000
Right of Way	()	()	()	()	()	()	()
Railroads	()	()	()	()	()	()	()
Utilities	()	()	()	()	()	()	()
Materials	()	()	()	()	()	()	()
TOTAL	\$ 548,604		\$		\$ 1,601,325		\$ 2,149,929

*80% STE funds not to exceed \$548,604

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

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

Number 1 Location Map

(Insert addendum numbers and titles as applicable)

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

APPROVED

Local Agency

Laurel Lunt Prussing

Name of Official (Print or Type Name)

Mayor

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

(Signature)

Date

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

DUNS Number 868287798

APPROVED

State of Illinois
Department of Transportation

Ann L. Schneider, Secretary of Transportation

Date

By:

Aaron A. Weatherholt, Deputy Director of Highways

Date

Omer Osman, Director of Highways/Chief Engineer

Date

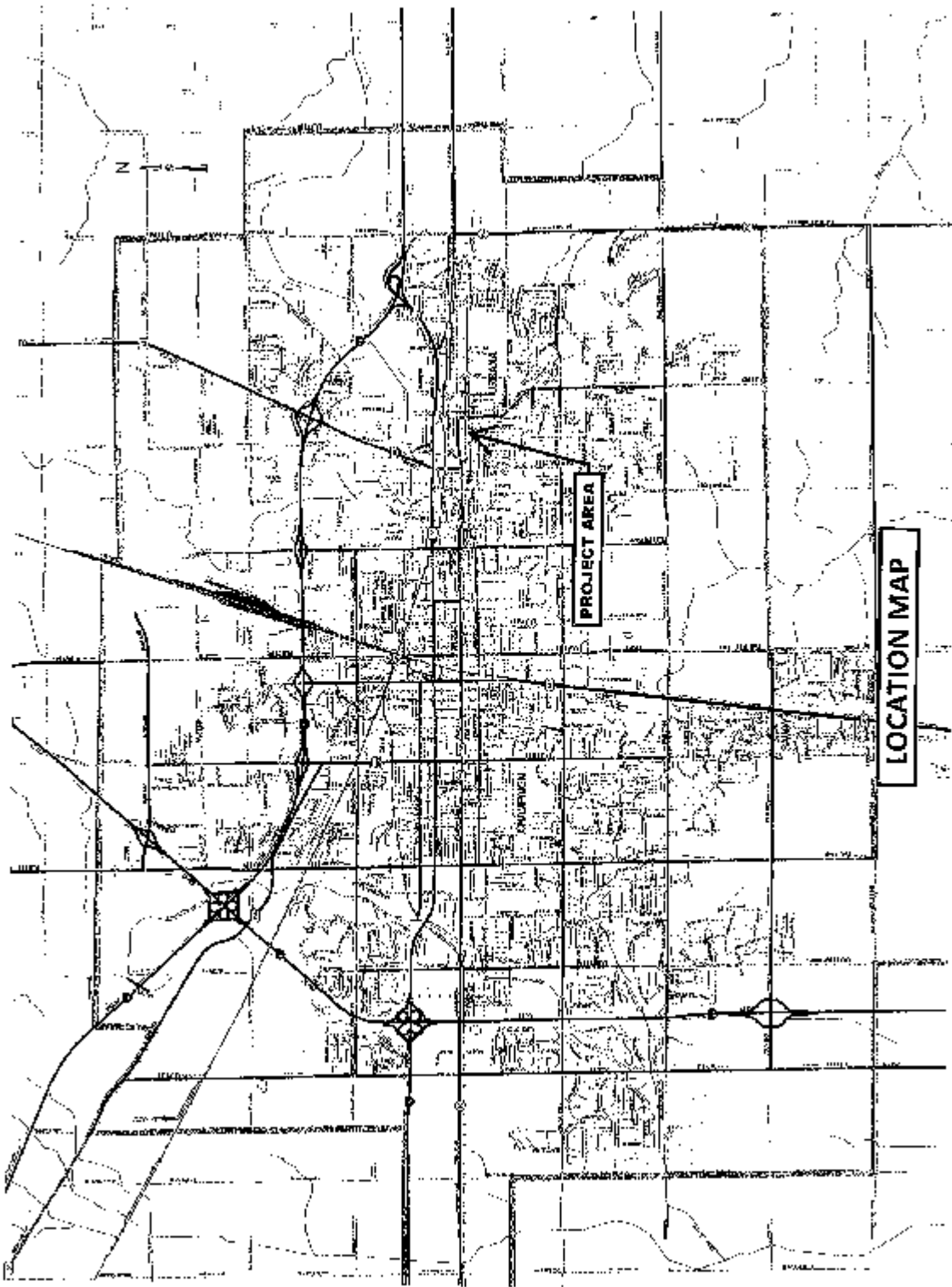
Michael A. Forti, Chief Counsel

Date

Matthew R. Hughes, Director of Finance and Administration

Date

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



RESOLUTION 2013-03-013R



**Illinois Department
of Transportation**

**Resolution for Improvement by
Municipality Under the Illinois
Highway Code
(Main Street, Section 09-00483-01-RS)**

BE IT RESOLVED, by the City Council of the
Council or President and Board of Trustees
 City of Urbana, Illinois
City, Town or Village

that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
Main Street	FAU 7124	Vine Street (Sta. 1+22)	University Avenue (Sta. 106+62)

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of Phase III Construction Engineering and Project Construction

and shall be constructed variable width
 and be designated as Section 09-00483-01-RS

2. That there is hereby appropriated the (additional Yes No) sum of One Million Six Hundred Fifty
 Dollars (\$1,650,000) for the
 improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract ; and,
Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved _____

Date _____

Department of Transportation

Regional Engineer _____

I, Phyllis D. Clark Clerk in and for the
City of Urbana, Illinois
City, Town or Village
 County of Champaign , hereby certify the
 foregoing to be a true, perfect and complete copy of a resolution adopted
 by the City Council
Council or President and Board of Trustees
 at a meeting on April 1, 2013
Date
 IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this
 _____ day of _____
 (SEAL)

City, Town, or Village Clerk