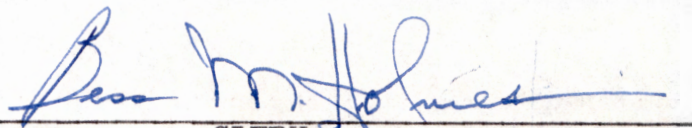


R E S O L U T I O N

W H E R E A S, the City of Urbana, a municipal corporation, situated in the County of Champaign and State of Illinois, intends to enter into an agreement with the engineering firm of Clark, Daily and Dietz, Consulting Engineers of the City of Urbana, Illinois, in regard to drainage to include surface drainage and storm drainage, in accordance with form of contract hereto attached;

NOW, THEREFORE, the City Council of the City of Urbana, Illinois, on behalf of said City of Urbana, and as corporate authority of said City, herewith accept and enter into such agreement, and hereby authorize Stanley B. Weaver, as Mayor of said City of Urbana, to sign, execute and deliver said agreement on behalf of said City of Urbana, and authorize Bess M. Holmes, City Clerk of the said City, to attest the signature and execution of such agreement on behalf of said City of Urbana.

Dated this 5th day of January, A.D. 1959.

  
CLERK.

AGREEMENT FOR CONSULTING ENGINEERING SERVICES

THIS, AGREEMENT, made the 5<sup>th</sup> day of January, 1959, between the City of Urbana, Illinois, the party of the first part, and the firm of Clark, Daily and Dietz, Consulting Engineers, Urbana, Illinois, party of the second part.

WITNESSETH: The party of the first part hereby retains the party of the second part to prepare final calculations, construction plans and specifications, and provide general supervision of construction for the proposed improvements to the storm drainage system of Urbana.

NOW, THEREFORE, the party of the first part and the party of the second part for the considerations hereinafter named, agree as follows:

- I. The party of the second part agrees to provide engineering services to the party of the first part as indicated in the following manner:
  - (A) Prepare engineering information and data required to prepare for a bond election, and assist in bond election as requested by the party of the first part.
  - (B) Make final calculations and designs.
  - (C) Prepare construction plans, specifications, estimates and contract documents.
  - (D) Provide general supervision of construction.
  - (E) Provide resident engineering services.

The work described in Paragraph (A) of this Section will be performed prior to the bond election for this proposed project. The work described in Paragraphs (B), (C), (D), and (E) will be performed after the passage of a bond election for this proposed project.

All the above work shall be in compliance with the description of work as defined in "Schedule of Recommended Fees for Engineering Services" adopted July 14, 1956, by the Illinois Society of Professional Engineers, Inc.

- II. After the passage of a bond election for this proposed project, the party of the first part shall pay the party of the second part the following fees:
  - (A) For the work described in Paragraphs I(B), I(C), and I(D), the fee shall be equal to the appropriate fee indicated in SCHEDULE B of "Schedule of Recommended Fees for Engineering Services" adopted July 14, 1956, by the Illinois Society of Professional Engineers, Inc.; less a lump sum of five thousand (\$5,000) dollars, if the estimated cost of the project is over one million dollars and less than one and one-half million dollars, or less a lump sum

of six thousand seven hundred and fifty (\$6,750) dollars if the estimated cost of the project is over one and one-half million dollars and less than two million dollars. For a project less than one million dollars or a project over two million dollars, the lump sum deduction would be proportional to those stated herein. The fee is based on the total cost of construction exclusive of cost of easements, land purchases, and fees.

- (B) For the work described in Paragraph I(E), the fee shall be equal to one and one-half (1-1/2) percent of the total cost of construction exclusive of fee and land easement or purchase costs.

III. The fees described in Section II shall be paid in the following manner:

- (A) For the fee described in Paragraph II(A):  
The party of the second part shall receive one and three-quarters (1-3/4) percent of the estimated cost of construction when the preparatory engineering work is fifty (50) percent completed and approved by the party of the first part. When the preparatory engineering work is completed and approved by the party of the first part, the party of the second part shall receive an additional two (2) percent of the estimated cost of construction. When the project has been let, the party of the second part shall receive four and one-quarter (4-1/4) percent of the contract letting price less the sum of previous payments. The remainder of this fee shall be paid to the party of the second part in monthly payments in proportion to the amount of construction material received and work performed as approved by the party of the first part.

- (B) For the fee described in Paragraph II(B):  
The party of the second part shall be paid this fee in monthly payments in proportion to the amount of construction material received and work performed as approved by the party of the first part.

IV. If the party of the second part is caused extra drafting or other expenses due to changes ordered by the party of the first part after the party of the first part has approved the designs or plans, or as a result of causes beyond the control of the party of the second part, the party of the second part shall be paid for such extra expenses and the services involved based on actual costs plus twenty-five (25%) percent for readiness to serve and profit. Actual costs shall be the sum of payroll costs (including Social Security, Unemployment Tax, Workmen's Compensation, Insurance, etc.,) plus overhead costs and out-of-pocket expenses.

If any work designed or specified by the party of the second part is abandoned or suspended, in whole or in part, the party of the second part is to be paid for the services rendered on account of it as defined in the preceeding paragraph.

- V. The party of the second part further agrees to attend conferences, lettings, etc., to be held at the request of the party of the first part and visit the site of the work at any reasonable time when requested to do so by the party of the first part.
- VI. The party of the second part further agrees that tracings, plans, specifications, maps and other documents prepared by the party of the second part in accordance with this agreement shall be delivered to and become the property of the party of the first part and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this agreement shall be made available, upon request, to the party of the first part without restriction or limitation as to their use.
- VII. That any difference between the parties hereto concerning the interpretations of the provisions of this agreement shall be referred to a committee of disinterested parties consisting of one member appointed by each party and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
- VIII. That the party of the second part will save harmless the party of the first part, any other governmental agency, or any representative of the party of the first part or any other governmental agency from all claims and liabilities due to activities of himself, his subcontractors, his agents or his employees and that he will carry adequate insurance to provide such protection.
- IX. That the party of the second part will comply with all applicable Federal, State and local laws or ordinances.
- X. That this agreement may be terminated by the party of the first part upon written notice to the party of the second part, at his last known post office address with the understanding that should the agreement be terminated by the party of the first part the party of the second part shall be paid for all services completed or partially completed in accordance with method of payment described in Section IV.
- XI. That all plans and specifications, estimates and other documents furnished to the party of the first part by the party of the second part in accordance with this agreement shall be endorsed by him and shall show his professional seal where such is required by law.

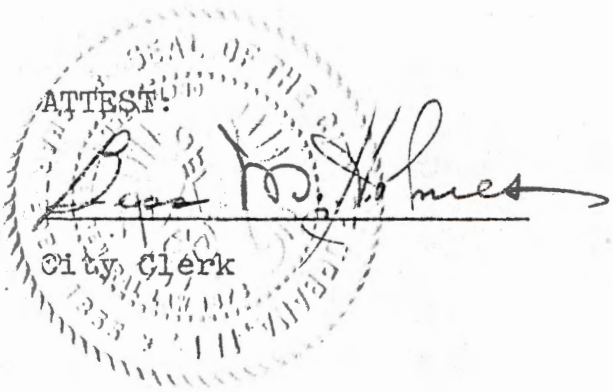
XII. That payment by the party of the first part in accordance with the schedule as contained herein will be considered as payment in full for all services rendered in accordance with this agreement whether they be actually enumerated in the schedule of payments or not.

XIII. The party of the first part and the party of the second part each binds himself, his successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year hereinabove set forth.

CITY OF URBANA, ILLINOIS

By: Stanley B. Heaver  
Mayor



By authority of the City Council granted for the party of the first part on date of

January 5, 1959

PARTY OF THE SECOND PART

James A. Clark  
Clark, Daily and Dietz, Consulting Engineers

note ——— Passed by City Council 1-5-59.