



## MEMORANDUM

**TO:** Mayor Laurel L. Prussing and Members of the City Council  
**FROM:** William R. Gray, Director of Public Works  
Gale L. Jamison, Assistant City Engineer  
**DATE:** January 22, 2013  
**RE:** Main Street & Race Street Signal Improvements; Highway Safety Improvement Program Grant (HSIP), Construction and Construction Engineering.

### **ISSUES AND DISCUSSION:**

The City of Urbana currently is working with Clark Dietz, Inc. to complete the Phase 2 Design for the HSIP Signalization Project at the intersection of Race Street and Main Street. In order to maximize the utilization of grant funding it is necessary that the Construction Engineering services to be provided by Clark Dietz, Inc. for the HSIP Signalization Project be incorporated into a new Illinois Department of Transportation (IDOT) Agreement for their approval. That will also require Local Agency/IDOT Agreements for Federal Participation to be approved for each of the Grants to appropriately allocate the grant funds.

### **FISCAL IMPACT:**

The City was awarded a 90% HSIP Grant of \$230,850 for the design and construction of the signal modernization at the Main Street intersection with Race Street. It is proposed that the local share of the project cost for the HSIP signal modernization at the Main Street and Race Street intersection (\$25,650) be funded with State Motor Fuel Tax Funds. All fund expenditures are included within the current FY 1213 Capital Improvement Plan.

### **RECOMMENDATION:**

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

- 1. A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A CONSTRUCTION ENGINEERING SERVICES AGREEMENT FOR FEDERAL PARTICIPATION WITH CLARK DIETZ, INC. – CHAMPAIGN, IL (Main Street and Race Street, HSIP, Signal 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 and Race Street, HSIP, Signal Improvements, Construction and Construction Engineering Services)**

RESOLUTION NO. 2013-01-001R

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

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

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

Section 1.

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

Section 2.

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

PASSED by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2013.

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

APPROVED by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2013.

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

Local Agency City of Urbana	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>  <b>Construction Engineering Services Agreement For Federal Participation</b>	<b>C O N S U L T A N T</b>	Consultant Clark Dietz, Inc.
County Champaign				Address 125 W. Church Street
Section 11-0510-00-TL				City Champaign
Project No. HSIP-5181(051)				State IL
Job No. C-95-341-12				Zip Code 61820
Contact Name/Phone/E-mail Address Mr. Gale Jamison / 217.384.2343 gljamison@urbanainllinois.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:

<b>Regional Engineer</b>	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
<b>Resident Construction Supervisor In Responsible Charge</b>	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
<b>Contractor</b>	Company or Companies to which the construction contract was awarded

#### Project Description

Name Main Street and Race Street Intersection Route FAU 7124 Length 0.01 mi. Structure No. n/a

Termini Intersection of Main Street and Race Street

Description: Construction Engineering for signal modernization at the intersection of Main Street and Race 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	\$23,300.00

Sub-Consultants:	TIN Number	Agreement Amount
Sub-Consultant Total:		\$0.00
Prime Consultant Total:		\$23,300.00
Total for all Work:		\$23,300.00

Executed by the LA:

City of Urbana

(Municipality/Township/County)

ATTEST:

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

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

(SEAL)

Executed by the ENGINEER:

Clark Dietz, Inc.

ATTEST:

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

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



**Exhibit A - Construction Engineering**

Route: FAU 7124  
 Local City of Urbana  
 (Municipality/Township/County)  
 Section: 11-0510-00-TL  
 Project: HSIP-5181(051)  
 Job No.: C-95-341-12

\*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
<b>Totals</b>		0.00							

Please refer to the attached CECS form for the cost estimate of consultant services.



**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	11-0510-00-TL
Project Number	HSIP-5181(051)
Job Number	C-95-341-12

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:		\$23,300.00
Total for all Work Completed:		\$23,300.00

\_\_\_\_\_  
Signature and Title of Prime Consultant

\_\_\_\_\_  
Date

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

**PAYROLL ESCALATION TABLE  
FIXED RAISES**

FIRM NAME Clark Dietz, Inc.  
PRIME/SUPPLEMENT Prime

DATE 01/09/13  
PTB NO. \_\_\_\_\_

CONTRACT TERM 8 MONTHS  
START DATE 6/1/2013  
RAISE DATE 1/1/2014

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

**ESCALATION PER YEAR**

6/1/2013 - 1/1/2014
7
8

1/2/2014 - 2/1/2014
1
8




= 87.50%  
= 1.0038

12.88%

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

**0.37%**

# PAYROLL RATES

FIRM NAME Clark Dietz, Inc. DATE 01/09/13  
PRIME/SUPPLEMENT Prime  
PSB NO. \_\_\_\_\_

ESCALATION FACTOR 0.37%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Project Director	\$70.00	\$70.26
Senior Project Manager	\$64.78	\$65.02
Project Mngr/Senior Engineer	\$51.00	\$51.19
Project Engineer	\$39.37	\$39.52
Engineer	\$29.62	\$29.73
Senior Technician	\$35.36	\$35.49
Technician	\$27.48	\$27.58
Clerical	\$23.50	\$23.59
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
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		\$0.00
		\$0.00

## COST PLUS FIXED FEE COST ESTIMATE OF CONSULTANT SERVICES

**FIRM**  
**PSB**  
 PRIME/SUPPLEMENT

Clark Dietz, Inc.  
Prime

OVERHEAD RATE 1.7187  
 COMPLEXITY FACTOR 0

**DATE** 01/09/13

DBE DROP BOX	ITEM	MANHOURS	PAYROLL	OVERHEAD & FRINGE BENF	IN-HOUSE DIRECT COSTS	FIXED FEE	Outside Direct Costs	SERVICES BY OTHERS	DBE TOTAL	TOTAL	% OF GRAND TOTAL
		(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(B-G)	
	pre-construction coordination	4	134.20	230.65	5.00	49.65	0.00			419.51	1.80%
	shop drawing review	12	354.87	609.91	28.75	131.30	0.00			1,124.82	4.83%
	construction observation	202	5,681.53	9,764.84	209.35	2,102.16	621.00			18,378.88	78.88%
	general office support	28	855.52	1,470.38	70.00	316.54	0.00			2,712.43	11.64%
	project administration	6	209.02	359.24	18.75	77.34	0.00			664.35	2.85%
	Subconsultant DL					0.00				0.00	0.00%
	<b>TOTALS</b>	<b>252</b>	<b>7,235.13</b>	<b>12,435.02</b>	<b>331.85</b>	<b>2,677.00</b>	<b>621.00</b>	<b>0.00</b>	<b>0.00</b>	<b>23,300.00</b>	<b>100.00%</b>

DBE 0.00%

DBE

**PREPARED BY THE AGREEMENTS UNIT**

**AVERAGE HOURLY PROJECT RATES**

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

DATE 01/09/13

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			pre-construction coordination			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
Project Director	70.26	0																	
Senior Project Manager	65.02	0																	
Project Mngr/Senior Engineer	51.19	4	1.59%	0.81							2	0.99%	0.51				2	33.33%	17.06
Project Engineer	39.52	6	2.38%	0.94	2	50.00%	19.76	2	16.67%	6.59	2	0.99%	0.39						
Engineer	29.73	44	17.46%	5.19							18	8.91%	2.65	24	85.71%	25.48	2	33.33%	9.91
Senior Technician	35.49	4	1.59%	0.56										4	14.29%	5.07			
Technician	27.58	192	76.19%	21.02	2	50.00%	13.79	10	83.33%	22.99	180	89.11%	24.58						
Clerical	23.59	2	0.79%	0.19													2	33.33%	7.86
<b>TOTALS</b>		252	100%	\$28.71	4	100.00%	\$33.55	12	100%	\$29.57	202	100%	\$28.13	28	100%	\$30.55	6	100%	\$34.84

**Clark Dietz, Inc.**  
**Summary of Estimated Direct Costs**

	Unit Cost	Quantity	Direct Costs	
			In-House	Outside
<b>pre-construction coordination</b>				
Mileage	\$0.550		\$0.00	
Reproduction (b&w copies)	\$0.10	50	\$5.00	
Telephone/Fax	\$0.00		\$0.00	
Postage	\$1.75		\$0.00	
Miscellaneous	\$0.00			\$0.00
CADD	\$15.00		\$0.00	
Subtotal			\$5.00	\$0.00
<b>shop drawing review</b>				
Mileage	\$0.550		\$0.00	
Reproduction (b&w copies)	\$0.10	200	\$20.00	
Telephone/Fax	\$0.00		\$0.00	
Postage	\$1.75	5	\$8.75	
Miscellaneous	\$0.00			\$0.00
CADD	\$15.00		\$0.00	
Subtotal			\$28.75	\$0.00
<b>construction observation</b>				
Mileage	\$0.550	362	\$199.10	
Reproduction (b&w copies)	\$0.10	50	\$5.00	
Telephone/Fax	\$0.00		\$0.00	
Postage	\$1.75	3	\$5.25	
Miscellaneous (PCC Testing - See ERI Letter)	\$621.00	1		\$621.00
CADD	\$15.00		\$0.00	
Subtotal			\$209.35	\$621.00
<b>general office support</b>				
Mileage	\$0.550		\$0.00	
Reproduction (b&w copies)	\$0.10	100	\$10.00	
Telephone/Fax	\$0.00		\$0.00	
Postage	\$1.75		\$0.00	
Miscellaneous	\$0.00			\$0.00
CADD	\$15.00	4	\$60.00	
Subtotal			\$70.00	\$0.00
<b>project administration</b>				
Mileage	\$0.550		\$0.00	
Reproduction (b&w copies)	\$0.10	100	\$10.00	
Telephone/Fax	\$0.00		\$0.00	
Postage	\$1.75	5	\$8.75	
Miscellaneous	\$0.00			\$0.00
CADD	\$15.00		\$0.00	
Subtotal			\$18.75	\$0.00

**SUB TOTAL**

**\$331.85**

**\$621.00**

**Clark Dietz, Inc.**  
**Detailed Scope of Consultant Services**

**Main Street and Race Street  
Traffic Signal Modernization, HSIP Funding  
Phase III CE Services  
Urbana, Illinois**

<b>PROJECT ELEMENT</b>	<b>TOTAL HOURS</b>
A. PRE-CONSTRUCTION COORDINATION	4
B. SHOP DRAWING REVIEW	12
C. CONSTRUCTION OBSERVATION	202
D. GENERAL OFFICE SUPPORT	28
E. PROJECT ADMINISTRATION	6
<b>TOTAL ELEMENTS A THRU E</b>	<b>252</b>

**NOTES:**  
**THE WORK EFFORT ASSUMES THAT THIS PROJECT AND THE CEDAR STREET TO VINE STREET PROJECT WILL BE PERFORMED CONCURRENTLY.**



Clark Dietz, Inc.  
Detailed Scope of Consultant Services

Main Street and Race Street  
Traffic Signal Modernization, HSIP Funding  
Phase III CE Services  
Urbana, Illinois

PROJECT ELEMENT	Total Hours
<b>A. PRE-CONSTRUCTION COORDINATION</b>	
1. Prepare for and attend one pre-construction meeting	3
2. Preparation of pre-construction meeting minutes	1
<b>Total Hours - Element A</b>	<b>4</b>
<b>B. SHOP DRAWING REVIEW</b>	
1. Shop drawing review and material submittals.	12
<b>Total Hours - Element B</b>	<b>12</b>
<b>C. CONSTRUCTION OBSERVATION</b>	
1. Part-time field observation and documentation (assume 45 working days requiring on-site observation 50% of the time)	202
<b>Total Hours - Element C</b>	<b>202</b>
C1. Full time construction observation is not included in the scope of services.	

Clark Dietz, Inc.  
Detailed Scope of Consultant Services

Main Street and Race Street  
Traffic Signal Modernization, HSIP Funding  
Phase III CE Services  
Urbana, Illinois

	Total Hours
<b>PROJECT ELEMENT</b>	
<b>D. GENERAL OFFICE SUPPORT</b>	
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.	6
2. Prepare as-built record drawings.	6
3. IDOT coordination, material approvals, final project inspection and project close out.	16
<b>Total Hours - Element D</b>	<b>28</b>
<b>E. PROJECT ADMINISTRATION</b>	
1. Project files and documentation set-up	3
2. General project administration during construction.	3
<b>Total Hours - Element E</b>	<b>6</b>
<b>TOTAL HOURS - ELEMENTS A THRU E</b>	<b>252</b>



Direct Costs Check Sheet

Firm Name: \_\_\_\_\_ PTB/Item No: \_\_\_\_\_

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

Item	Allowable	Contract (1) Rate	Quantity (n/a for work orders)	Total
*Per Diem	Up to State Rate Maximum			\$0.00
*Lodging (Overnight)	Up to State Rate Maximum			\$0.00
*Lodging (Extended)	Actual Cost (based on IDOT's and firm's policy)			\$0.00
Air Fare Coach Rate (with two weeks' notice)	As Approved			\$0.00
*Vehicles: Mileage	Up to State Rate Maximum	\$0.55	362.00	\$199.10
Daily Rate (owned or leased)	\$45/day			\$0.00
Overtime	(Premium Portion)			\$0.00
Tolls	Actual Cost			\$0.00
Digital Photo Processing	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
**Cell Phones – (traffic systems, survey, phase III only)	\$70/month/phone (maximum) – Phase III (max. of three without IDOT approval)			\$0.00
Telephone Usage (traffic system monitoring)	Actual Cost			\$0.00
2-Way Radio (survey or phase III only)	Actual Cost			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost			\$0.00
Copies of Deliverables/Mylars (in-house)	Actual Cost	\$0.10	500.00	\$50.00
Copies of Deliverables/Mylars (outside)	Actual Cost			\$0.00
Specific Insurance (required for project)	Actual Cost			\$0.00
CADD	Actual Cost (max. \$15.00/hour)	\$15.00	4.00	\$60.00
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	13.00	\$22.75
PCC Testing Services - See ERI Letter	Actual Cost	\$621.00	1.00	\$621.00
<b>TOTAL</b>				<b>\$952.85</b>

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

January 8, 2013  
ERI Ref. No: MTS-13-801.001

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

**Subject: Proposal for Testing Services for Main and Race Traffic Signal  
Modernization, City of Urbana, IL**

Dear Mr. Widener,

Thank you for giving ERI the opportunity to submit the cost proposal for the testing services for Main and Race Traffic Signal Modernization for the City of Urbana, IL. Based on your email our project scope work for ERI's testing services:

- PCC Cylinder breaks
- Sample Pickups
- 1 Case of Cylinder Molds
- Report preparation
- Engineering review

We estimate that the costs for our services for this project will be \$ 621.00. 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.

Thank you again for your consideration. We look forward to working closely with you on this project. Should you have any questions or comments, please do not hesitate to contact us at (217) 356-5945.

Sincerely,  
Engineering & Research Int'l., Inc.

Abbas A. Butt, Ph.D., P.E.  
President

Enclosure: Table 1  
Terms and Conditions

**Table 1: Cost Estimate for Testing Services for Main and Race Traffic Signal Modernization, Urbana, IL**

Task Number	Task Description	Project Engineer		Technician Regular Hrs.		Technician Overtime Hrs.		Equipment / Vehicle		Lab Tests		Total Cost
		Hours	Rate	Hours	Rate	Hours	Rate	Units	Rate	Units	Rate	
1	<b>PCC Cylinder Pick Up and Breaking</b>											
	PCC Cylinder Pickup (5 trip at 1 hours)- Urbana, IL			5	\$36.00							\$ 180.00
	Vehicle Charge = 5 trips at \$ 15.00							5	\$ 15.00			\$ 75.00
	Cylinder Molds (1 case of 20 cyl. Molds) @ \$60.00							1	\$ 60.00			\$ 60.00
	Compressive Strength of PCC Cylinders (12 cylinders)									12	\$ 10.50	\$ 126.00
	Engineer Review and Report Preparation	2	\$ 90.00									\$ 180.00
	<b>Total</b>	<b>2</b>		<b>5</b>		<b>0</b>						<b>\$ 621.00</b>

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 the Clark Dietz requests our services.

## 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.