

## CITY OF URBANA, ILLINOIS DEPARTMENT OF PUBLIC WORKS

#### ENGINEERING

# **MEMORANDUM**

TO:	Mayor Laurel L. Prussing and Members of the City Council
FROM:	William R. Gray, Public Works Director
	Craig E. Shonkwiler, Assistant City Engineer
DATE:	May 22, 2014
RE:	Airport Road – Willow Road to Cunningham Avenue (US Route 45)
	Economic Development Program Agreement

- Preliminary/Construction Engineering Services Agreement
- Budget Amendment Ordinance

## **INTRODUCTION**

Frasca International, Inc. (Frasca), an international manufacturer and distributor of flight simulators, is planning a major facility expansion of their corporate manufacturing facility located on Airport Road west of US Route 45 in north Urbana. Frasca has a long and successful history in the industry and their simulators are utilized throughout the world and their continued growth and success will contribute to the economic stability of the City of Urbana. The major facility expansion is expected to create 20-25 temporary construction jobs as well as 40 permanent new employment opportunities.

In February 2013, the Illinois Department of Transportation (IDOT) awarded the City of Urbana an Economic Development Program (EDP) grant for improvements to Airport Road from Willow Road to Cunningham Avenue (US Route 45) including improvements to the Cunningham Avenue (US Route 45)/Airport Road intersection. The EDP grant provides funding up to \$1,305,902 for eligible roadway engineering, contingencies and construction costs. The local share is suggested to come from Tax Increment Financing (TIF) revenues.

#### Proposed Improvements and Engineering Services

The proposed improvements consist of converting Airport Road from a two-lane oil and chip rural section to a three-lane concrete section with curb and gutter and storm sewers. The Willow Road/Airport Road and Cunningham Avenue (US Route 45)/Airport Road intersections will also be improved with the addition of east-west left-turn lanes and some new traffic signal equipment. Due to budget constraints no new sidewalk, or streetlighting is included in this project. The bicycle master plan will be satisfied with Share the Road signage. The total project cost including easements, land acquisition, engineering fees, construction cost and contingencies is estimated to be \$3,129,000. Construction is tentatively scheduled to start in the summer of 2015.

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The engineering services fees for design and construction is expected to be no more than \$455,000. Foth Infrastructure & Environment, LLC was selected using a qualifications based process to perform design and construction engineering for this project. It is recommended to use EDP funds to pay for eligible design and construction engineering with the city contributing the local share via TIF funds. A copy of the proposed professional services agreement in the required IDOT format is attached.

#### FISCAL IMPACTS

The TIF local share for the design and construction engineering services, including contingencies, is estimated at \$285,000 and the EDP share is estimated at \$192,000. A budget amendment ordinance in the amount of \$1,305,902 is attached to allow the City to pay and get reimbursed by IDOT using EDP funds.

#### **RECOMMENDATION**

It is recommended the following be approved:

• A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A LOCAL AGENCY AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION (Airport Road – Willow Road to Cunningham Avenue (US Route 45))

This resolution authorizes the Mayor and City Clerk to execute and deliver the agreement (attached) on behalf of the City of Urbana.

• A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A PRELIMINARY/CONSTRUCTION ENGINEERING SERVICES AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION (Airport Road – Willow Road to Cunningham Avenue (US Route 45))

This resolution authorizes the Mayor and City Clerk to execute and deliver the agreement (attached) on behalf of the City of Urbana.

• An Ordinance Revising the Annual Budget Ordinance FY2013-14 (Airport Road – Willow Road to Cunningham Avenue (US Route 45))

#### RESOLUTION NO. 2014-05-030R

#### A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A LOCAL AGENCY AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION

(Airport Road - Willow Road to Cunningham Avenue)

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

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

WHEREAS, the City of Urbana and the Illinois Department of Transportation seek to enter into and execute an engineering and construction agreement which is expected to provide a certain amount of funding for engineering services and construction work necessary to improve Airport Road between Willow Road and Cunningham Avenue (U.S. Route 45), a copy of which agreement is appended to and incorporated into this resolution.

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

**Section 1.** That an agreement by and between the City of Urbana, Illinois, and the Illinois Department of Transportation, in the form of the copy of said Agreement attached hereto and hereby incorporated, 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 \_\_\_\_\_, 2014.

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Laurel Lunt Prussing, Mayor

#### RESOLUTION NO. 2014-05-031R

#### A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A PRELIMINARY/CONSTRUCTION ENGINEERING SERVICES AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION

(Airport Road - Willow Road to Cunningham Avenue)

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

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

WHEREAS, the City of Urbana and the Illinois Department of Transportation seek to enter into and execute an engineering agreement which is expected to provide a certain amount of funding for engineering services necessary to improve Airport Road between Willow Road and Cunningham Avenue (U.S. Route 45), a copy of which agreement is appended to and incorporated into this resolution.

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PASSED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Laurel Lunt Prussing, Mayor

Local Agency	Illinois Department	Job Number - Construction				
Urbana, City of	Illinois Department of Transportation	C-95-344-13				
Section	Economic Development	Job Number - Engineering				
13-00532-00-PV	Program Agreement	P-95-310-14				
This Agreement is made and entered into between the above local agency hereinafter referred to as "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 shown below.						

Location						
Local Name Airport	Road	Route	FAU 7190	Length	0.63 mi.	
Termini Willow Road to 0.08 mile east of Cunningham Avenue						
Current Jurisdiction	City of Urbana and State					

#### **Project Description**

Reconstruction of Airport Road with new storm sewer, curb & gutter, PCC pavement and intersection improvement with Cunningham Avenue to provide for the expansion of Frasca, Inc.

#### Division of Cost SEE EXHIBIT D

Type of Work	EDP (1) (%)	LA (2) <b>(%)</b>	Total
Participating Construction	( )	( )	0
Non-Participating Construction	( )	( )	0
Preliminary Engineering	( )	( )	0
Construction Engineering	( )	( )	0
	( )	( )	0
	( )	( )	0
	( )	( )	0
TOTAL	\$ O	\$ O	\$ O

Note

1/ The STATE will reimburse the LA for eligible construction and engineering costs of the project subject to a maximum of \$1,305,902.

2/ Any remaining balance shall be the responsibility of the LA in the event the Economic Development funds are not sufficient to cover the project costs.

The STATE will pay the LA, 95% of its share of the construction costs upon the award of the construction contract and receipt of billing from the LA. The remaining 5% will be paid to the LA upon receipt of the final invoice.

The STATE will reimburse the LA for the STATE's share of the Preliminary and Construction Engineering on the basis of periodic billings provided said billings contain sufficient cost information and include orders of payment by the LA.

The final invoice will reflect the incurred cost of the improvement, less previous payments, no later than one year from the date of completion of the improvement. If a final invoice is not received within one year of completion of the improvement the most recent invoice will be considered the final invoice and the obligation of funds will be closed.

- 1. It is mutually agreed that the PROJECT will be processed, let and constructed in accordance with Motor Fuel Tax standards, policies and procedures.
- 2. 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.
- 3. The LA will certify to the STATE that all necessary right-of-way, temporary and permanent easements, and temporary use permits have been obtained or are not required, prior to the LA advertising for bids for the PROJECT.
- 4. The PROJECT will be let and awarded by the LA upon approval of the plans and specifications by the STATE.
- 5. The LA agrees to retain jurisdiction and to maintain or cause to be maintained in a manner satisfactory to the STATE, the completed PROJECT.
- 6. Upon approval of the final plans and specifications by the STATE and the LA, the LA agrees to accept bids and award the contract for construction of the proposed improvements after receipt of a satisfactory bid and after concurrence in the award has been received from the STATE and provide, or cause to be provided, all of the initial funding necessary to complete the project subject to partial reimbursement by the STATE.
- 7. This Agreement and the covenants contained herein shall be null and void in the event the initial contract covering the construction work contemplated herein is not awarded by January 1, 2017.
- 8. The LA shall maintain, for a minimum of 3 years after the completion of the project, adequate books, records, and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with this Agreement. All books, records, and supporting documents related to the project shall be available for review and audit by the Auditor General and the Department. 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 of which adequate books, records, and supporting documentation are not available to support their purported disbursement.
- 9. Obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly fails to appropriate or otherwise make available funds for the work contemplated herein.
- 10. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.
- 11. The LA has entered into an economic development agreement with Frasca International Incorporated herein referred to as the "COMPANY". As required by Public Act 93-552, the COMPANY agrees to annually submit to the STATE for a period of five complete calendar years from the execution of this Agreement, a progress report of employment. All annual progress reports will be completed on-line through the Department of Commerce and Economic Opportunity. The initial Employee Reporting Form should be attached as "Exhibit B". The agreement between the LA and the COMPANY delineating the reporting requirements is attached as "Exhibit C".
- 12 It is mutually agreed that in the event of a default by the COMPANY on their commitment to create and/or retain jobs, the STATE will seek reimbursement of the Economic Development funds provided for this PROJECT from the LA. This determination to seek reimbursement will be based on an evaluation of the information reported in the annual progress report of employment (Exhibit "B") required in item 12 of this Agreement. Failure to submit the required employment report will be considered default on the COMPANY's commitment.
- 13 This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

Local Agency	Section	
Urbana, City of	13-00532-00-PV	

#### **EXHIBITS**

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement. Exhibit A - Location Map

Exhibit B – Employee Reporting Form

Exhibit C - Local Agency/Company Agreement

Exhibit D – Division of Cost

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

#### APPROVED

By:

State of Illinois Department of Transportation

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.

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

Aaron A. Weatherholt, Deputy Director of Highways

Ann L. Schneider, Secretary of Transportation

Omer Osman, Director of Highways/Chief Engineer

Michael A. Forti, Chief Counsel

Tony Small, Acting Director of Finance and Administration

Date

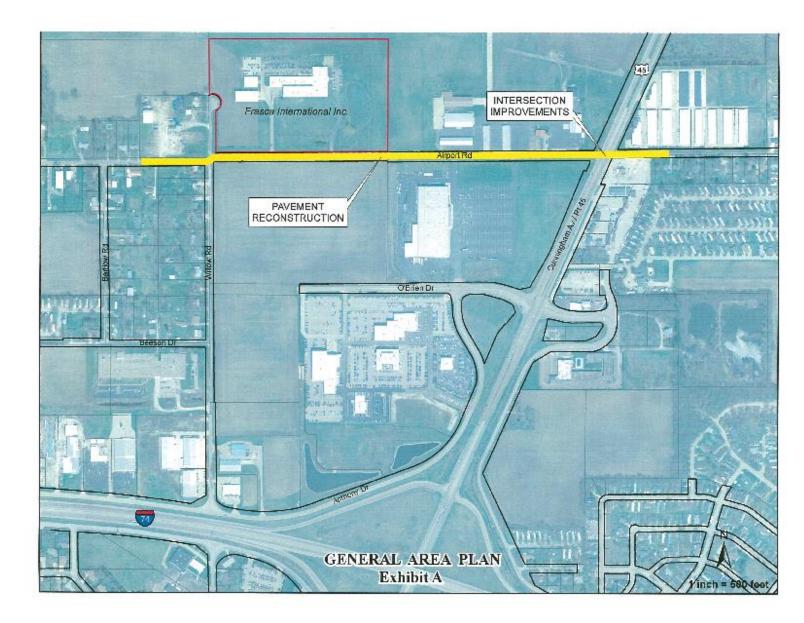
Date

Date

Date

Date

Local Agency	Section
Urbana, City of	13-00532-00-PV



Municipality	L			Name
City of Urbana	0 C	Illinois Department of Transportation	C O	Foth Infrastructure & Environment, LLC
Township			Ν	Address
		Preliminary/Construction	S U	1610 Broadmoor Drive
County	AG	Engineering Services	L	City
Champaign	EN	Agreement For	T A	Champaign
Section	C	Motor Fuel Tax Funds	N	State
13-00532-00-PV	Ŷ		1	IL

THIS AGREEMENT is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2014 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above PROJECT. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", 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
Resident Construction Supervisor	Transportation Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
Contractor	Company or Companies to which the construction contract was awarded
	Section Description

Name /	Airport Road	Route	Length	0.690	miles	Structure No.	NA
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Termini Airport Road from approximately 370' west of Willow Road to approximately 358' east of US Rte. 45

#### Description

This work includes the design and construction services necessary to convert Airport Road from a two-lane oil and chip rural section to a three-lane concrete cross section with curb and gutter and storm sewers. All work will be performed in accordance with this agreement; Exhibit A – Scope of Services; Exhibit B – Cost Estimate; Exhibit C – Summary of Costs; and Exhibit D – Direct Hourly Labor Costs. All named exhibits are attached.

#### Agreement Provisions

#### The Engineer Agrees,

- 1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement herein before described, and checked below: **See Exhibit A Scope of Services** 
  - a. A Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
  - b. Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.
  - c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
  - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.

- e. Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.
- f. Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
- NOTE Four copies to be submitted to the Regional Engineer
- g. A Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
- h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
- i. Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.
- j. Furnish or cause to be furnished:
  - (1) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.
  - (2) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.
  - (3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
  - (4) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
  - (5) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.
  - k. Furnish or cause to be furnished
    - (1) A resident construction supervisor, inspectors, and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
      - a. Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
      - b. Establishment and setting of lines and grades.
      - c. 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.
      - d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.
      - e. Revision of contract drawings to reflect as built conditions.
      - f. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.

# NOTE: When Federal funds are used for construction and the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor, the ENGINEER is required to be prequalified with the STATE in Construction Inspection. The onsite resident construction supervisor and project inspectors shall possess valid Documentation of Contract Quantities certification.

- 2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.
- 3. To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT.
- 4. In the event plans, surveys or construction staking are found to be in error during the construction of the PROJECT and revisions of the plans or survey or construction staking corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the contractor.
- 5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- 6. To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.
- 7. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.
- 8. To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.

#### The LA Agrees,

- 1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark: **See Exhibits B, C & D for this information** 
  - A sum of money equal to \_\_\_\_\_\_ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
  - b. A sum of money equal to the percentage of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees
Under \$50,000	(see note)
	%
	%
	%
	%
	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j and 1k of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this PROJECT as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1b, 1c, 1d, 1e, 1f, 1j and 1k of THE ENGINEER AGREES. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed. See Exhibits B, C & D for this information

Grade Classification of Employee	Hourly Rate
Principal Engineer	
Resident Construction Supervisor	
Chief of Party Instrument Man	
Rodmen	
Inspectors	
hispectors	

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed their hands and seals and shall remain in effect until 3/31/2014. In event the services of the ENGINEER extend beyond 3/31/2014, the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

- 3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
  - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee based on the above fee schedule and the approved estimate of cost.
  - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee (excluding any fees paragraphs 1j and 1k of the ENGINEER AGREES), based on the above fee schedule and the awarded contract cost, less any previous payment.
  - c. Upon completion of the construction of the improvement, 90 percent of the fee due for services stipulated in paragraphs 1j and 1k.
  - d. Upon completion of all final reports required by the LA and the DEPARTMENT and acceptance of the improvement by the DEPARTMENT, 100 percent of the total fees due under this AGREEMENT, less any amounts previously paid.

By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That should the improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, and prior to the completion of such services the LA shall reimburse the ENGINEER

for his actual costs plus <u>250</u> percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.

- 5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 250 percent to cover profit, overhead and readiness to serve "actual cost" being defined as in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans.
- 6. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit "actual cost" being defined as in paragraph 4 above.
- 7. To submit approved forms BC 775 and BC 776 with this AGREEMENT when federal funds are used for construction.

#### It is Mutually Agreed,

1. That any difference 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.

- 2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
- 3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under the AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
- 4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized offices.

Executed by the LA:	The City of Urbana (Municipality/Township/County)	of the
ATTEST:	State of Illinois, acting by and through its	
Ву	City Council	,
, City_ Clerk	Ву	
(Seal)	Title: Mayor	
Executed by the ENGINEER:	Foth Infrastructure & Environment, LLC	
	1610 Broadmoor Drive	
ATTEST:	Champaign, IL 61821	
Ву		
Title: Project Director	Title: Project Director	
Approved		
Date Department of Transportation		
Regional Engineer		

# Exhibit A

## City of Urbana Airport Road (West of Cunningham) Section 13-00532-00-PV Design and Construction Engineering Services January 27, 2014

# Scope of Services

The following scope of services is related to the reconstruction of approximately 3,642 feet of Airport Road as shown on the attached Exhibit "Project Overview & Typical Sections". Airport Road will be converted from a two-lane oil and chip rural section to a three-lane concrete cross section with curb and gutter and storm sewers. All work on this project will be done in accordance with IDOT MFT Standards as detailed in the IDOT BLRS Manual. This scope of services supplements the engineering agreement (IDOT BLR 05512).

# **Design Engineering**

#### Phase 10 – Project Coordination

Task 101 – Project Management

- Create a project planning document for the project team.
- Create the project in the Vision accounting system and maintain the system for monitoring progress and expenditures to allow monthly tracking by task.
- Prepare and submit monthly invoices to the City for payment.
- Assist the City in obtaining EDP reimbursement from IDOT.
- Preparation of subconsultant agreements; routine coordination activities with the subconsultants; and monitoring of subconsultants' activities and schedules. Subconsultants for this project are Lin Engineering for Survey services and Kaskaskia Engineering Group for Environmental services.

Task 102 – Internal Meetings

• Conduct Kick-Off Meeting with Foth staff to formally discuss the project's scope, schedule and budget.

Task 103 – External Meetings

• Attend (4) four Design Phase Progress Meetings with City. Assume that (2) two Foth project team members will attend each meeting.

Task 104 – Public Communications

• Attend meetings with key stakeholders throughout project. Assume that (1) one Foth project team member will attend up to (10) ten meetings.

## Phase 21 – Traffic Engineering Services

Task 211 – Data Collection

- Obtain 6-hour vehicle turn movement manual weekday counts. A total of (2) two intersections will be counted:
  - o Airport Road and US Rte. 45
  - Airport Road and Willow Road

- Determine the existing background AM & PM peak hour traffic. The peak hour traffic will be analyzed at (2) intersections:
  - Airport Road and US Rte. 45
  - Airport Road and Willow Road

Task 212 – Trip Generation

- Determine 2034 background traffic. City of Urbana will provide Foth with historical traffic growth data.
- No offsite development will be included in the analysis.
- Create Traffic Distribution Diagrams and projected development traffic.
- Determine Total Traffic.

Task 213 – Intersection Design Study – US Rte. 45

- Prepare intersection design study for Airport Road/US Rte. 45 signalized intersection.
- Prepare the intersection design study per IDOT BDE requirements.
- Perform capacity, level of service, and queuing analyses using Highway Capacity Software.
- No signal warrant analysis is assumed in this task.

Task 214 – Intersection Design Study – Willow Road

- Prepare intersection design study for Airport Road/Willow Road unsignalized intersection.
- Prepare the intersection design study per IDOT BDE requirements.
- Perform capacity, level of service, and queuing analyses using Highway Capacity Software.
- No signal warrant analysis is assumed in this task.

#### Phase 30 – Design Surveys

Task 301 – Field Survey

- Set control for topographic survey.
- Complete topographic survey within limits of the project.
- Support Lin Engineering with (1) one Foth surveyor

Task 302 – Boundary/ROW/Research

- Obtain surveys of record and plats for the corridor.
- Request title policies from City.

Task 303 – Project Basemap

• Create project basemap using information from topographic survey.

Task 304 – Acquisition Plats

- Identify the right-of-way and easement needs for the parcels.
- Prepare a legal description and acquisition plat for each parcel that requires the purchase of right-of-way or easement. Assume (6) right-of-way plats and (2) drainage easement plats.
- The City of Urbana will coordinate the appraisal process and negotiation with property owners for this project.

## Phase 50 – Final Design

Task 501 – Plan Production

- All work on this project will be done in accordance with IDOT MFT Standards as detailed in the IDOT BLRS Manual.
- Plan preparation will consist of 30%, 60%, 90% and 100% submittals for review. 30% will consist of conceptual design (preliminary horizontal, vertical and outside edge of pavement information as related to the right-of-way). 60% will consist of preliminary plans with no quantities, schedules or specifications. 90% will consist of pre-final plans and specifications. 100% will consist of final plans, specifications and estimates.
- Prepare plans with the following anticipated sheet count:

Cover	1
General Notes, Index of Sheets	2
Summary of Quantities and Schedules	11
Typical Sections	5
Horizontal Alignment and Survey Ties	2
Removal Plans	5
Traffic Control Plans*	9
Airport Rd Plan and Profile	8
Willow Rd Plan and Profile	1
Storm Sewer Profiles	1
Detention Basin Plans	3
Intersection Details**	4
Pavement Marking Plans	5
Erosion Control Plans	5
Traffic Signal Plans	4
Plan Details**	5
Airport Rd Cross Sections	<u>25</u>
Total	96

- Complete pavement design
- \* Traffic Control/Staging Plans do not include detail cross sections.
- \*\* The jointing layout in the intersections will be shown on the intersection details. The jointing for the remainder of the project will be shown in the plan details.
- Prepare special provisions. (City will provide Foth with typical front end documents)
- Prepare the final cost estimate and estimate of time.
- Perform QA/QC reviews prior to each milestone deliverable.

#### Task 502 – Stormwater

- Basis of design is a no net increase for storms up to the 50 year event.
- Design closed storm sewer drainage system.
- Incorporate dry detention basin(s) with BMP's.

Task 503 – Utilities

- Request plans from utility owners of record or the J.U.L.I.E. representative. Utilities to be contacted are telephone, fiber optic, cable television, water main, underground electrical, gas, internet, sanitary sewer and storm sewer.
- Plot the facilities (horizontal and vertical) on the plan and profile sheets.
- Provide (1) one set of preliminary plans (30%) to each of the utility companies for verification of its utility facilities: type; size; vertical and horizontal location; and information on retired facilities.
- Analyze known and potential utility conflicts.

- Inform City of potential utility conflicts (This work does not include potholing or management of potholing services)
- Provide (1) one set of final plans (100%) to each of the utility companies for their information and use.

## Phase 85 – Subconsultants

Task 851 – Lin Engineering (Phase II - Surveys)

• Complete topographic survey within limits of the project.

Task 852 – Kaskaskia Engineering Group (Phase II - Environmental)

- Coordinate with Bart Scherer of IDOT District 5.
- This project is a non "Categorical Exclusion" project. Therefore, no environmental support for Categorical Exclusion is anticipated for this project.
- Conduct site visit to review environmental features and possible issues.
- Prepare description and photo log of any issues noted.
- Complete Environmental Survey Request form, including Level 1 and 2 Special Waste screening (if applicable).
  - Location Map
  - o Plan Sheets
  - o Color photos of the project
  - o USGS Quad map
  - o NWI map
  - An exhibit showing the ESR limits
  - Historic screening of the project area
  - GIS shape files of the ESR limits
  - Special waste screening form, if applicable
- Regarding special waste, if State ROW is involved, the State will take care of the special waste on their portion of the project. The City is responsible for their portion of the project. If a PESA is required on the State portion of the project, there is a six month minimum time for completion of the PESA. (This scope of work does NOT include a PESA).
- Perform QA/QC on all submittals.
- No Noise Study is anticipated for this project.
- No Air Quality pre-screening is anticipated for this project.

Task 853 - Engineering & Research International (Phase III - Material Testing)

• Perform material testing during construction in accordance with IDOT BLR 05512 and the IDOT Project Procedures Guide.

# **Construction Engineering**

# Phase 60 – Project Bidding

Task 601 – Bidding Services

- Advertisement project using IDOT Bureau of Local Roads Contractor Bulletin.
- Address contractor questions.
- Issue addenda, if necessary.
- Attend bid opening.
- Utilize electronic plan distribution (no plan reproduction cost included)
- City will advertise the project in the News Gazette.

#### Phase 70 – Construction Services

Task 701 – Construction Administration

- All work on this portion of the project will be done in accordance with IDOT MFT Standards as detailed in the IDOT BLRS Manual, the provisions listed in IDOT BLR 05512, and the IDOT Project Procedures Guide.
- Interpret plans, specifications and changes during construction.
- Review shop drawings.
- Prepare pay estimates.
- Prepare change orders.
- Provide as-built drawings (The focus of this effort will be changes to the underground items and any major changes to above ground items).

Task 702 – Construction Observation/Resident Engineering

- All work on this portion of the project will be done in accordance with IDOT MFT Standards as detailed in the IDOT BLRS Manual, the provisions listed in IDOT BLR 05512, and the IDOT Project Procedures Guide.
- Continuously observe the work and the contractor's operations.
- Maintain a daily record of the contractor's activities throughout construction.
- Supervise technical personnel taking and submitting the material samples.
- Material inspection will be performed by a subconsultant to be named later. The subconsultant will be approved by the City prior to selection by Foth. See Phase 85/Task 853

Task 703 – Construction Survey

- Construction layout will be a pay item in our plans.
- Foth will establish and set lines and grades (baseline, centerline, main control points, etc.) for the project.
- Foth will provide basic QC/QA on construction layout performed by the contractor.

Pro	niect Name:	Airport Road (West of Cunningham)																									
	Client:	City of Urbana	Exhibit B - Cost Estimate																								
Proje	ct Number:	14U001.00								Exhibit F	- Cost E	stimate															
Pre	pared Date:	1/27/2014																									
E	stimate By:	GAC								roject Team													P				
				Project	1 1	Senior	Senior			Prof Land		Senior	1	Work Plan	1	1	1	Sub-Contractor	r		1		Expenses	1		-	-
			Principal	Manager	Principal	Engineer	Engineer	Engineer	Engineer	Surveyor	Technician	Engineer	Technician	Coord	Clerical	Subtotal		Subtotal	Veh	icle Costs		Equipmer	nt	с	ADD		Total Labor,
WBS		Discipline/Task Description														Labor Hours	Subtotal Labor Cost	Subcontractor Costs				Unit Cost	1		1	Subtotal Expenses	Subcontractor, and Expenses
			\$49.32	\$44.83	\$50.00	\$35.12	\$36.67	\$27.38	\$25.00	\$33.11	\$25.50	\$39.24	\$20.50	\$28.75	\$20.09	Hours		Costs	# of Days	\$40.00	# of Units		Total	# Hours	\$15.00	_	_
		Project Coordination																									
	Task 101	Project Management		66										6	4	76	\$3,211.64	4 S(	D							\$0	0 \$3,211.6
	Task 102	Internal Meetings	2	2	2	2	2	2	2	2	2	2				20	\$732.33	3 \$1	D							\$0	0 \$732.3
	Task 103	External Meetings		10		10										20	\$799.50	) \$(	D							\$0	0 \$799.5
	Task 104	Public Communications		30												30	\$1,344.90	) \$(	D							\$0	0 \$1,344.9
		Subtotal Hours	2	108	2	12	2	2	2	2	2	2	0	6	4	146										1	1
		Subtotal Dollars	\$98.64		\$100.00	\$421.44	\$73.33	\$54.76	\$50.00	\$66.22	\$51.00	\$78.48	\$0.00	\$172.50	\$80.36		\$6,088.37	7 S0	Ď	\$0	1	1	\$0		\$0	\$0	\$6,088.3
	Phase 21	Traffic Engineering Services																1	1	-	1						1
		Data Collection				2		18	2							22	\$613.08	3 50	D			1				S	0 \$613.0
	Task 212	Trip Generation		1		2		10	12			1	1		1	14	\$370.24	1 5/	0	1	1	1	1	1		\$(	0 \$370.2
	Task 212 Task 213	Intersection Design Study - US Rte 45	1	2		2			30		75				1	112	\$2,941.96	5 CI	0		1	1		1		90	0 \$2,941.9
		Intersection Design Study - US Re 45	1	2		+			30		75					112		3									0 \$2,941.9
	1 ask 214	Intersection Design Study - willow Subtotal Hours		2		4			30		150					260	\$2,941.96	5							-	50	\$2,941.9
		Subtotal Hours Subtotal Dollars	2	4	0	12 \$421.44	0	18	\$1,850.00	0	100		0	0	\$0.00		66.067.0			\$0			sc		-		\$6,867.2
			\$98.64	\$179.32	\$0.00	\$421.44	\$0.00	\$492.84	\$1,850.00	\$0.00	\$3,825.00	\$0.00	\$0.00	\$0.00	\$0.00		\$6,867.24	1 50	0	\$0			\$L		ŞL.	\$0	\$6,867.2
		Design Surveys																									
	Task 301	Field Survey	1	2						16			56			75	\$1,816.74	1 S(	0 1	\$80.00	) :	\$350.00	\$700.0	D		\$780.00	
	Task 302	Boundary/ROW/Research	1	2						40						43	\$1,463.38	3 SI	D							\$0	0 \$1,463.3
	Task 303	Project Basemap								16						16	\$529.76	5 \$(	D							\$0	0 \$529.7
	Task 304	Acquisition Plats								32			32			64	\$1,715.52	2 \$0	D							\$0	0 \$1,715.5
		Subtotal Hours	2	4	0	0	0	0	0	104	0	0	88	0	0	198			1					1			
		Subtotal Dollars	\$98.64	\$179.32	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,443.44	\$0.00	\$0.00	\$1,804.00	\$0.00	\$0.00		\$5,525.40	) \$(	D	\$80.00			\$700.00		\$0	\$780.00	\$6,305.4
	Phase 50	Final Design																	1								
	Task 501	Plan Production	35	57	35	232	193	193	222		412	20				1,399	\$43,381.16	5 50	0					412	\$6,180.00	\$6,180.00	0 \$49,561.1
		Stormwater	32			30	30		88		60					240	\$7,461,84	1 50	0					60		\$900.00	
	Task 503	Utilities						30	30		40					100		) S(	0		-			40		\$600.00	
	Tusk 505	Subtotal Hours	67	57	25	262	223	223	340	0	512	20	0	0	0	1.739	02,071.40	,	<u> </u>						4000.00	\$000.00	0 00,171.4
		Subtotal Pollars	\$3,304,44	\$2,555,31	\$1,750.00	\$9,201,44	\$8,176.67	\$6,105,74	\$8,500.00	\$0.00		\$784.80	\$0.00	\$0.00	\$0.00		\$53,434,40	s s	0	\$0		<u> </u>	\$(		\$7.680.00	\$7,680.00	0 \$61,114.4
	Phase 60	Project Bidding	\$5,504.44	\$2,333.31	\$1,750.00	39,201.44	30,170.07	30,103.74	\$8,300.00	\$0.00	\$15,050.00	3/04.00	30.00	\$0.00	\$0.00		333,434.40	) 31		30			,pt		\$7,080.00	\$7,080.00	501,114.4
		Bidding Services	4	0		30			32		20					104	\$3,174,52				-		1		-		0 \$3,174,5
	1 ask 601	Bidding Services Subtotal Hours	4	8		30			32		30					104	\$3,174.52	50			-	-				50	\$3,174.5
		Subtotal Hours Subtotal Dollars	4 \$197.28	\$358.64	0	30 \$1.053.60	0 \$0.00	0 \$0.00		0 \$0.00		\$0.00	0 \$0.00	0 \$0.00	0 \$0.00		\$3,174,52			\$0			\$(		-	50	\$3,174,5
	DI		\$197.28	\$358.64	\$0.00	\$1,053.60	\$0.00	\$0.00	\$800.00	\$0.00	\$765.00	\$0.00	\$0.00	\$0.00	\$0.00		\$3,174.52	50	u l	\$0			\$0		\$0	\$0	\$3,174.5
	Phase 70	Construction Services																-									
	Task 701	Const Administration	16	32		50		8	40		30	40			I	216	\$7,533.32	2 \$(	U			I				\$0.00	
	Task 702	Const Observation/Resident Engineering	8	16		32		1,405			136	100			<u> </u>	1,697	\$48,096.58	3 \$(	0 149		)					\$5,960.00	0 \$54,056.5
	Task 703	Const Survey		5		10				40	4		40			99		5 \$(	0 4	\$200.00	)	\$350.00	\$1,750.0	D		\$1,950.00	0 \$4,771.7
		Subtotal Hours	24	53	V	92	0	1,413	40	40	170				0	2,012				L		L			L		
		Subtotal Dollars	\$1,183.68	\$2,375.99	\$0.00	\$3,231.04	\$0.00	\$38,687.94	\$1,000.00	\$1,324.40	\$4,335.00	\$5,493.60	\$820.00	\$0.00	\$0.00		\$58,451.65	5 \$(	D	\$6,160.00	)		\$1,750.00		\$0	\$7,910.00	0 \$66,361.6
	Phase 85	Subconsultant (*See Exhibit C for subconsultant totals)																									
	Task 851	Lin Engineering (Surveys)																				1					
	Task 852	Kaskaskia Engineering Group (Environmental)																									
	Task 853			1						1			l		1	1		1	1	1	1	1	1	1		1	
		Subtotal Hours		1									1		1	1				1	1	1	1				
		Subtotal Piolars		1								1			1	1		1		1	1	1	1	1	1	-	1
		Total Hours	101	234	37	408	225	1.656	488	146	864	162	128	4	4	4,459			1	1	1	1	1	-			1
		Total Hours Total Cost		\$10,490,22											\$80.36		\$133,541,58	\$0		\$6,240.00		-	\$2,450.0	0	\$7,680.00	\$16,370.00	0 \$149.911.5
		Total Cost	\$4,981.52	\$10,490.22	\$1,850.00	\$14,328.90	\$8,200.00	\$45,341.28	\$12,200.00	\$4,834.06	\$42,032.00	\$0,350.88	\$2,024.00	\$172.50	\$50.30	1	\$133,541.58	\$0		\$0,240.00	4	1	\$4,450.0	0	\$7,030.00	\$10,570.00	\$149,911.5

ASSUMPTIONS: (e.g. # of drawings, construction time, etc.) (Phase 70/Task 702). Assume 149 days of construction. 1/2 of the total time x 8 hrs / day 596 hrs. 1/2 of the total time x 10 hrs / day = 74 hrs. Total inspection time = 1,341 hrs. Assume that inspector will assist with closeout (specifically as-built drawings) = 64 hrs. Therefore, the total time for the inspector = 1,406 hrs. The rate used above are direct hourly rates for the proposed team. Our agreement includes a 3.0 x direct hourly rate multiplier. "The total costs for subconsultants are shown on Exhibit C - Summary of Costs.

X:\CH\/E\2014\14U001-00\1000 Budget\2014-01-27 REV Raw\_No multiplier\_Urbana Airport Road\_Cost Estimate.xls\Design

#### EXHIBIT C - Summary of Costs City of Urbana Airport Road (West of Cunningham) Section 13-00532-00-PV 1/27/2014

Project Totals	4,459	133,541.58	3.0	\$ 400,624.74	\$ 53,623.69	\$	454,248.43
85 - Engineering & Research International	NA	NA	NA	NA	\$ 17,452.00	\$	17,452.00
85 - Kaskaskia Engineering Group	NA	NA	NA	NA	\$ 15,549.09	\$	15,549.09
85 - Lin Engineering	NA	NA	NA	NA	\$ 4,252.60	\$	4,252.60
Project Subtotals	4,459	133,541.58	3.0	\$ 400,624.74	\$ 16,370.00	\$	416,994.74
70 - Construction Services	2,012	\$ 58,451.65	3.0	\$ 175,354.95	\$ 7,910.00	\$	183,264.95
60 - Project Bidding	104	 3,174.52	3.0	\$ 9,523.56	\$ -	\$	9,523.56
50 - Final Design	1,739	\$ 53,434.40	3.0	\$ 160,303.20	\$ 7,680.00		167,983.20
30 - Design Surveys	198	\$ 5,525.40	3.0	\$ 16,576.20	\$ 780.00	\$	17,356.20
21 - Traffic Engineering Services	260	\$ 6,867.24	3.0	\$ 20,601.72	\$-	\$	20,601.72
10 - Project Coordination	146	\$ 6,088.37	3.0	\$ 18,265.11	\$-	\$	18,265.11
Phase	Total Hours	otal Direct abor Cost	Multiplier	Total Billing (Labor)	Total Direct Expenses	Т	otal (Task)

# Exhibit D

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

Project Name: Airport Road (West of Cunningham) Design and Construction Services

# Engineer: Foth Infrastructure & Environment, LLC

Classification	Minimum	Maximum
Principal	38.00	58.00
Project Manager	35.00	51.00
Structural Engineer	33.00	47.00
Senior Engineer	32.00	47.00
Engineer	24.00	36.00
Senior Technician	23.00	45.00
Technician	17.00	30.00
Professional Land Surveyor	30.00	52.00
Construction Inspector	18.00	37.00
Work Plan Coordinator	20.00	32.00
Clerical	15.00	24.00

#### PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME PRIME/SUPPLEMENT	Kaskaskia Engineering Group, LLC Prime		DATE <u>03/04/14</u> PTB NO.		
	CONTRACT TERM START DATE RAISE DATE	3 MONTHS 3/1/2014 1/1/2015	OVERHEAD RATE COMPLEXITY FACTOR % OF RAISE	146.21% 0 3.00%	
	ESCALAT	TON PER YEAR			
	3/1/2014 - 5/31/2014				
	3				
	<ul> <li>= 100.00%</li> <li>= 1.0000</li> <li>The total escalation for this project would be a scalation for the project would be scalation for the</li></ul>	<b>IId be:</b> 0.00%			

# **PAYROLL RATES**

Kaskaskia Engineering (DATE

03/04/14

FIRM NAME PRIME/SUPPLEMENT PSB NO.

Prime	
-------	--

**ESCALATION FACTOR** 

0.00%

\$0.00

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Manager/President	\$85.42	
Senior Engineer/PIC	\$72.57	\$70.00
Senior Geotechnical Engineer	\$44.41	\$44.41
Senior Engineer	\$47.05	
Senior Project Manager	\$47.16	\$47.16
Project Engineer/Project Manager	\$43.44	\$43.44
Staff Engineer III	\$31.67	\$31.67
Staff Engineer II	\$26.66	\$26.66
Staff Engineer I	\$23.25	\$23.25
Biologist/Scientist IV	\$37.64	\$37.64
Biologist/Scientist III	\$34.66	\$34.66
GIS Manager	\$34.67	\$34.67
CAD Manager/Designer	\$34.92	\$34.92
Technican	\$25.98	\$25.98
Senior Construction Manager	\$33.97	\$33.97
Administrative Assistant	\$26.76	\$26.76
Technical Intern	\$17.25	\$17.25
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00

PREPARED BY THE AGREEMENTS UNIT Printed 3/4/2014 8:36 AM

# **Subconsultants**

Kaskaskia Engineering Group, LLC FIRM NAME PRIME/SUPPLEMENT Prime PSB NO.

DATE

03/04/14

NAME	Direct Labor Total	Contribution to Prime Consultant
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
Total	0.00	0.00

#### COST PLUS FIXED FEE COST ESTIMATE OF CONSULTANT SERVICES

 FIRM
 Kaskaskia Engineering Group, LLC
 DATE
 Point

 PSB
 OVERHEAD RATE
 1.4621

 PRIME/SUPPLEMENT
 Prime
 COMPLEXITY FACTOR
 0

DBE				OVERHEAD	IN-HOUSE		Outside	SERVICES			% OF
DROP	ITEM	MANHOURS	PAYROLL	&	DIRECT	FIXED	Direct	BY	DBE	TOTAL	GRAND
BOX				FRINGE BENF	COSTS	FEE	Costs	OTHERS	TOTAL		TOTAL
		(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(B-G)	
DBE	Coordination	22	1,045.24	1,528.25	125.00	386.74			3,085.22	3,085.22	19.84%
DBE	Site Visit	11	381.26	557.44	350.00	141.07	476.00		1,905.77	1,905.77	12.26%
DBE	Prepare & Submit ESR Request	32	1,109.28	1,621.88	750.00	410.43	150.00		4,041.59	4,041.59	25.99%
DBE	Prepare PESA for local road section	47	1,770.38	2,588.47	350.00	655.04			5,363.89	5,363.89	34.50%
DBE	EcoCat Submittal	2	69.32	101.35	350.00	25.65			546.32	546.32	3.51%
DBE	QA/QC	8	214.08	313.01		79.21			606.30	606.30	3.90%
	Subconsultant DL					0.00				0.00	0.00%
	TOTALS	122	4,589.56	6,710.40	1,925.00	1,698.14	626.00	0.00	15,549.09	15,549.09	100.00%

DF-824-039

# **AVERAGE HOURLY PROJECT RATES**

FIRM Kaskaskia Engineering Group, LLC

PSB

PRIME/SUPPLEMENT Prime DATE 03/04/14

SHEET

1\_\_\_\_OF\_\_\_5\_\_\_

PAYROLL	AVG	TOTAL PROJECT RATE	S		Coordin	ation		Site Visi	it		Prepare & Submit ESR Re Prepare PESA for local road sect EcoCat Submittal											
	HOURLY	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd			
CLASSIFICATION	RATES		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg			
Manager/President	70.00	0																				
Senior Engineer/PIC	70.00	12	9.84%	6.89	8	36.36%	25.45							4	8.51%	5.96						
Senior Geotechnical En		0																				
Senior Engineer	47.05	0																				
Senior Project Manager		0																				
Project Engineer/Projec	43.44	0																				
Staff Engineer III	31.67	0																				
Staff Engineer II	26.66	0																				
Staff Engineer I	23.25	0																				
Biologist/Scientist IV	37.64	0																				
Biologist/Scientist III	34.66	86	70.49%	24.43	14	63.64%	22.06	11	100.00%	34.66	16	50.00%	17.33	43	91.49%	31.71	2	100.00%	34.66			
GIS Manager	34.67	16	13.11%	4.55							16	50.00%	17.34									
CAD Manager/Designer		0																				
Technican	25.98	0																				
Senior Construction Ma	33.97	0																				
Administrative Assistant	26.76	8	6.56%	1.75																		
Technical Intern	17.25	0																				
		0																				
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TOTALS		122	100%	\$37.62	22	100.00%	\$47.51	11	100%	\$34.66	32	100%	\$34.67	47	100%	\$37.67	2	100%	\$34.66			

# **AVERAGE HOURLY PROJECT RATES**

FIRM Kaskaskia Engineering Group, LLC

**PSB** 

PRIME/SUPPLEMENT Prime

DATE 03/04/14

SHEET

PAYROLL	AVG	QA/QC																	
	HOURLY	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd
CLASSIFICATION	RATES		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg
Manager/President	70.00																		
Senior Engineer/PIC	70.00																		
Senior Geotechnical	44.41																		
Senior Engineer	47.05																		
Senior Project Mana	47.16																		
Project Engineer/Pro																			
Staff Engineer III	31.67																		
Staff Engineer II	26.66																		
Staff Engineer I	23.25																		
<b>Biologist/Scientist IV</b>	37.64																		
<b>Biologist/Scientist III</b>	34.66																		
GIS Manager	34.67																		
CAD Manager/Desig	34.92																		
Technican	25.98																		
Senior Construction	33.97																		
Administrative Assist	26.76	8	100.00%	26.76															
Technical Intern	17.25																		
TOTALS		8	100%	\$26.76	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00

# **AVERAGE HOURLY PROJECT RATES**

FIRM Kaskaskia Engineering Group, LLC

**PSB** 

PRIME/SUPPLEMENT Prime

DATE 03/04/14

SHEET

PAYROLL	AVG																		
	HOURLY	Hours	%	Wgtd															
CLASSIFICATION	RATES		Part.	Avg															
Manager/President	70.00																		
Senior Engineer/PIC	70.00																		
Senior Geotechnical																			
Senior Engineer	47.05																		
Senior Project Mana	47.16																		
Project Engineer/Pro																			
Staff Engineer III	31.67																		
Staff Engineer II	26.66																		
Staff Engineer I	23.25																		
<b>Biologist/Scientist IV</b>	37.64																		
<b>Biologist/Scientist III</b>																			
GIS Manager	34.67																		
CAD Manager/Desig	34.92																		
Technican	25.98																		
Senior Construction	33.97																		
Administrative Assist																			
Technical Intern	17.25																		
TOTALS		0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00

# **AVERAGE HOURLY PROJECT RATES**

FIRM Kaskaskia Engineering Group, LLC

**PSB** 

PRIME/SUPPLEMENT Prime

DATE 03/04/14

SHEET

PAYROLL	AVG																		
	HOURLY	Hours	%	Wgtd															
CLASSIFICATION	RATES		Part.	Avg															
Manager/President	70.00																		
Senior Engineer/PIC	70.00																		
Senior Geotechnical																			
Senior Engineer	47.05																		
Senior Project Mana	47.16																		
Project Engineer/Pro																			
Staff Engineer III	31.67																		
Staff Engineer II	26.66																		
Staff Engineer I	23.25																		
<b>Biologist/Scientist IV</b>	37.64																		
<b>Biologist/Scientist III</b>	34.66																		
GIS Manager	34.67																		
CAD Manager/Desig	34.92																		
Technican	25.98																		
Senior Construction	33.97																		
Administrative Assist	26.76																		
Technical Intern	17.25																		
TOTALS		0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00

# **AVERAGE HOURLY PROJECT RATES**

FIRM Kaskaskia Engineering Group, LLC

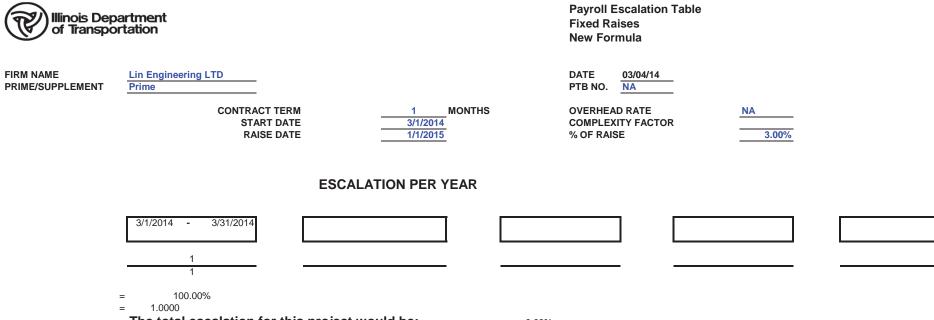
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PRIME/SUPPLEMENT Prime

DATE 03/04/14

SHEET

PAYROLL	AVG																		
	HOURLY	Hours	%	Wgtd															
CLASSIFICATION	RATES		Part.	Avg															
Manager/President	70.00																		
Senior Engineer/PIC	70.00																		
Senior Geotechnical	44.41																		
Senior Engineer	47.05																		
Senior Project Mana	47.16																		
Project Engineer/Pro	43.44																		
Staff Engineer III	31.67																		
Staff Engineer II	26.66																		
Staff Engineer I	23.25																		
<b>Biologist/Scientist IV</b>	37.64																		
<b>Biologist/Scientist III</b>	34.66																		
GIS Manager	34.67																		
CAD Manager/Desig	34.92																		
Technican	25.98																		
Senior Construction	33.97																		
Administrative Assist																			
Technical Intern	17.25																		
TOTALS		0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00



The total escalation for this project would be:

0.00%

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**Payroll Rates** 

FIRM NAME	Lin Engineering LTD	DATE	03/04/14
PRIME/SUPPLEMENT	Prime	_	
PTB NO.	NA		

**ESCALATION FACTOR** 

0.00%

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
Principal	\$70.00	\$70.00
Technician	\$23.05	\$23.05
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
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		\$0.00
		\$0.00
		\$0.00



Firm

Route

Section County

Job No.

PTB & Item

Lin Engineering LTD Airport Road Urbana

Champaign

NA

	Consultant Services (Direct Labor Multiple)
03/04/14	
NA	
	0

Date

**Overhead Rate** 

Complexity Factor

ITEM	MANHOURS	PAYROLL	(3+R) TIMES PAYROLL	DIRECT COSTS	SERVICES BY OTHERS	DBE TOTAL	TOTAL	% OF GRAND TOTAL
	(A)	(B)	(C)	(D)	(E)	(C+D+E)	(C+D+E)	
Administration	3	210.00	630.00	580.00			1,210.00	28.45%
Technician	44	1,014.20	3,042.60				3,042.60	71.55%
TOTALS	47	1,224.20	3,672.60	580.00	0.00	0.00	4,252.60	100.00%

Cost Estimate of

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R	Illinois Department of Transportation
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# Average Hourly Project Rates

Route	Airport Road Urbana
Section	
County	Champaign
Job No.	
PTB/Item	NA

Consultant Lin Engineering LTD

Date 03/04/14

Sheet <u>1</u> OF <u>1</u>

Payroll	Avg	Total P	roject Rate	S	Adminis	Administration			Technician										
-	Hourly	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd
Classification	Rates		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg
Principal	\$70.00	3	6.38%	4.47	3	100.00%	70.00												
Technician	\$23.05	44	93.62%	21.58				44	100.00%	23.05									
		0																	
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TOTALS		47	100%	\$26.05	3	100%	\$70.00	44	100%	\$23.05	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00

Illinois Department of Transportation
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# Average Hourly Project Rates

Route	Airport Road Urbana
Section	
County	Champaign
Job No.	
PTB/Item	NA

Consultant Lin Engineering LTD

Date 03/04/14

Sheet 2 OF 1

Payroll Avg																			
	Hourly	Hours	%	Wqtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd
Classification	Rates		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg
Principal	\$70.00			Ŭ			Ŭ			U			U			U			Ŭ
Technician	\$23.05																		
					<b>├</b> ──┤														
TOTALS		0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00

# **Average Hourly Project Rates**

Route	Airport Road Urbana								
Section									
County	Champaign								
Job No.									
PTB/Item	NA								

Consultant Lin Engineering LTD

Date 03/04/14

Sheet 3 OF 1

Payroll	Avg										,			· · · · · · · · · · · · · · · · · · ·					
_	Hourly	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd									
Classification	Rates		Part.	Avg		Part.	Avg		Part.	Avg									
Principal	\$70.00																		
Technician	\$23.05																		
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																			<b> </b>
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TOTALS		0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00

Illinois Department of Transportation
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## Average Hourly Project Rates

Route	Airport Road Urbana
Section	
County	Champaign
Job No.	
PTB/Item	NA

Consultant Lin Engineering LTD

Date 03/04/14

Sheet 4 OF 1

Payroll	Avg																				
_	Hourly	Hours	%	Wgtd																	
Classification	Rates		Part.	Avg																	
Principal	\$70.00																				
Technician	\$23.05																				
																			ļ		
TOTALS		0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00		

	nois Department Transportation
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## Average Hourly Project Rates

Route	Airport Road Urbana
Section	
County	Champaign
Job No.	
PTB/Item	NA

Consultant Lin Engineering LTD

Date 03/04/14

Sheet <u>5</u> OF <u>1</u>

Payroll	Avg																		
	Hourly	Hours		Wgtd	Hours	%	Wgtd												
Classification	Rates		Part.	Avg															
Principal	\$70.00																		
Technician	\$23.05																		
TOTALS		0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00



3261 South Meadowbrook Road Suite 500, Springfield, IL 62711 Tel: (217) 679-2928 Fax: (217) 679-2736

February 16, 2014

Airport Road Urbana City of Urbana Champaign County

## Survey Scope

Provide one survey technician to assist the design consultant survey crews for surveying services in the preparation of plans and documents for the improvement of Airport Road in Urbana, IL. 44 MH

ADMINISTRATION 3 MH

TOTAL: 47 MH

## **Detailed Breakdown of Direct Costs**

<u>Mileage</u> 1 round trip x 200 miles/trip x \$0.56/mile 5 days x 10 miles/day x \$0.56/mile		\$ \$	112.00 28.00
Lodging			
5 nights x \$60/night		\$	300.00
Per Diem			
5 days x \$28/day		\$	140.00
	Total =	\$	580.00



February 25, 2014 ERI Ref. No: MTS-14-808.FOTH.002

Mr. Gregory A. Cook, P.E. Senior Project Manager FOTH Infrastructure & Environment, LLC 1610 Broadmoor Drive Champaign, IL 61821 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

#### Subject: Materials Testing and Inspection Services for Airport Road Improvements Project in Urbana, IL - ERI Proposal Number: MTS-14-808

#### Dear Mr. Cook:

As per your request, we have developed a cost proposal for materials testing and inspection services for the Airport Road Improvements project from Willow Road to US Route 45. The portion of Airport Road included in this project is from Station 6+30 to Station 42+72. Based on a review of the project plan document we have determined the following project scope of work for ERI's materials testing and inspection services:

- Proctor Sample Pickups
- Proctors and nuclear density testing on soils and aggregates
- Stockpile Gradations from PCC Plant
- Level 1 PCC inspection (slump, air, temperature, cylinders)
- PCC Cylinder breaks
- Report Preparation
- Engineering review

It is our understanding that Geotechnical Soil Investigation is not a part of our scope of work for this proposal.

We estimate that the cost for our services for this project will be **\$17,452.00**. Where possible we will try to minimize the cost by combining technician trips, so this estimate may be higher than the actual cost. Please see **Table 1** for a breakdown of the estimated cost. 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.

#### Pavement Management Solutions

If this proposal is acceptable to you, please complete and sign both copies of the proposal and return one copy to our office. We thank you for this opportunity to work with you. If you have any questions, please call our office at (217) 356 - 5945.

Sincerely, Engineering & Research International, Inc.

Accepted by, FOTH Infrastructure & Environment, LLC FR

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

Name

Title

Date

Enclosure: Revised Cost Estimate Fee Schedule Terms and Conditions

Task Number	Soil and Aggregate Testing (Onsite and in the lab)		oject lineer	Tech	nician		ipm ehic	ent <i>i</i> le	Lab Tests			Total Cos	
_			Rate	Hours	Rate	Units		Rate	Units	F	Rate		Sources and
_1				1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -			-					+	
	Sample Pickups (4 trips at 2 hours)			8	\$40.00					-	_	\$	320.00
	Vehicle Charge = 4 trips at \$20.00					4	\$	20.00	1		_	S	80.00
1	6 Moisture Density Relationships (Proctors) at \$170.00 each						-		6	\$1	70.00	S	1,020.00
-12	10 days of Nuclear Density Testing (6 hours per day)			60	\$40.00		1			-	10.00	\$	2,400.00
	Nuclear Density Gauge Charge (10 days at \$50 per day)					10	\$	50.00		-	_	\$	500.00
	Vehicle Charge = 10 trips at \$40.00					10	\$	40.00		-	_	\$	
	Engineer Review and Report Preparation	8	\$90.00		ST.	10	Ý	40.00		_		\$	400.00
2	Weekly Stockpile Gradation Checks for Coarse and Fine Aggregates at the PCC Supplier												
	6 trips to PCC producer to sample aggregate stockpiles for weekly gradation checks (6 trips at 2 hour per trip)			12	\$40.00				21			\$	480.00
	Vehicle Charge = 6 trips at \$20.00				-	6	\$	20.00				\$	120.00
i i	6 Washed Sieve Analyses on Course Aggregates at \$120 each					-	-	20.00	6	5	120.00	\$	720.00
	6 Washed Sieve Analyses on Fine Aggregates at \$120 each						-		6	and and an owner of the local division of the local division of the local division of the local division of the	120.00	S	720.00
	Engineer Review and Report Preparation	6	\$90.00							\$	120.00	\$	540.00
3	PCC Field Testing (On-site and in the lab)	_			-					_		-	
1	Level 1 PCC Testing the Mainline Pavement (slump,air,temp.,cylinders) 4 trips at 8 hours			32	\$40.00							\$	1,280.00
	Vehicle Charge = 4 trips at \$40.00					4	\$	40.00		-		S	160.00
_	Level 1 PCC Testing (slump,air,temp.,cylinders) 20 trips at 4 hours			80	\$40.00		-			-		\$	3,200.00
	Vehicle Charge = 20 trips at \$20.00		1			20	\$	20.00				\$	400.00
	Compressive Strength of PCC Cylinders								216	\$	12.00	s	2,592.00
	Engineer Review and Report Preparation	20	\$90.00					-	210	9	12.00	\$	1,800.00
	Total	34		192			_	_				5	17,452.00

Table 1: Cost Estimate for Materials Testing and Inspection Services for West Airport Road Improvements Project in Urbana, IL

Notes:

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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 FOTH Infrastructure & Environment, LLC 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).

### Materials Testing and Inspection Fees

#### Standard Fee Schedule

#### (January 1, 2014 to December 31, 2014)

#### Field Testing Services Aggregates Typical services include inspection and testing of soils (compaction, dcp and moisture content), Dry Sieve Analysis \$ 85.00 Per Test concrete (slump, air content, unit weight, temperature, cylinders and beams), asphalt (nuclear density), Wash Sieve Analysis (Wash Test and Dry Siev \$ 120.00 Per Test and pavement coring Unit Weight \$ 45.00 Per Test Specific Gravity and Absorption (Fine Agg.) \$ 90.00 Per Test **Engineering Technician** 40.00 Per Hour Senior Engineering Technician (where required) \$ 50.00 Per Hour Specific Gravity and Absorption (Coarse Agg.) \$ 70.00 Per Test Field Testing Equipment (in addition to field testing services) Asphalt Nuclear Density Gauge \$ 50.00 Per Day Specific Gravity / Density of Cores \$ 50.00 Per Core Dynamic Cone Penetrometer \$ 30.00 Per Dav Coring Equipment (Not Including Vehicle Charge) \$ 125.00 Per Day Core Bit Charge \$ 2.00 Per Inch Depth Sample Pickup Only (1 Hour Minumum) Misc. Services Pickup of PCC Cylinders, Stockpiles, Soils, etc... \$ 40.00 Per Hour Empty Concrete Cylinder Molds \$ 4.00 Per Mold Soil Improvement Designs (lime mix designs) Quoted by job Laboratory Testing Services Concrete **Engineering Services** Concrete Cylinder/Grout Prism Compression Test 12.00 Per Specimen \$ Additional Charge for Sawing Uneven Cores or Cylinders 20.00 Per Specimen Project Engineer \$ 90.00 Per Hour \$ Additional Charge for Sulfur Capping Cores or Cylinders 20.00 Per Specimen \$145.00 Per Hour \$ Principal Engineer \$ Concrete Beam Flexural Test 35.00 Per Specimen Splitting Tensile Strength of Cylindrical Concrete Specimens \$ 35.00 Per Specimen Mortar Special Inspector Services Mortar Cube Compression Test (2" Cube) \$ 12.00 Per Specimen ACI Concrete Construction Special Inspector \$ 70.00 Per Hour Structural Masonry Special Inspector \$ 70.00 Per Hour Mortar-Aggregate Ratio \$ Call Per Test Masonry Compressive Strength and Absorption Upon Request Per Test Soils Atterberg Limits (Dry Preparation Method) \$ 105.00 Per Test Moisture Density Relationship (Standard ASTM D698) \$ 170.00 Per Test Moisture Density Relationship (Modified ASTM D1557) \$ 180.00 Per Test Organic Content \$ 55.00 Per Test

Water Content \$ 12.00 Per Test Amount Finer Than No. 200 (Wash Test) \$ 80.00 Per Test Dry Sieve Analysis \$ 85.00 Per Test Wash Sieve Analysis (Wash Test and Dry Sieve Analysis) \$ 120.00 Per Test Particle Size Analysis (Wash, Sieve and Hydrometer) \$ 260.00 Per Test California Bearing Ratio (CBR) \$ 260.00 Per Point Unconfined Compressive Strength 75.00 Per Test \$ Preparation of Unconfined Compressive Strength Samples \$ 60.00 Per Sample Visual Classification \$ 6.00 Per Classification

#### Remarks

Discount pricing will be considered for all large projects.

Personnel time will be billed as per the actual time spent (unless the minimum charge prevails)

 The Engineering Technician rate will be billed for Field Testing Services unless special services are needed (special services may include the following: Concrete or Asphalt plant monitoring, requests for specific personnel, site recommendations, etc..) The Senior Engineering Technician rate

will be billed for special services unless an Engineer is needed.

Coring will be a 2 man crew, traffic control personnel will be an additional charge if they are necessary and not supplied by the client

- A 3 hour minimum charge will apply for all field services. (Per trip to jobsite)
- A 5 hour minimum charge will apply for all testing services on a same day call out with no advance scheduling (1st trip to jobsite)
- 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)
    - For field services required for more than 8 hours on a given day
    - For field services required on Saturday, Sunday or Holidays (a 4 hour minimum will also apply 2 hour minimum for sample pickups only) For lab testing required before 7:00 a.m. and after 5:00 p.m. (Monday - Friday)
  - For lab testing required on Saturday, Sunday or Holidays
- For PCC cylinder breaks required before or after normal office hours (8:00 a.m. to 5:00 p.m. Monday Friday), Engineering Technician time will be billed at the overtime rate in addition to the fee for each cylinder break, with a minimum charge of 1 hour (Monday - Friday) and 2 hours (Saturday, Sunday or Holidays). All cylinders will be billed (including "Holds" that are not tested).
- Vehicle charges will be applied as follows for travel to jobsites located within the Champaign, Urbana and Savoy city limits:
- \$20 per trip for services lasting no more than 4 hours and \$40 per trip for services lasting more than 4 hours
- Vehicle charges will be applied as follows for travel to jobsites located outside the Champaign, Urbana and Savoy city limits:
  - \$20 per trip for services lasting no more than 4 hours or \$0.70 per mile (whichever is greater)
- \$40 per trip for services lasting more than 4 hours or \$0.70 per mile (whichever is greater)
- Sevices and fees not listed will be quoted upon request
- Report preparation time is not included in the field or lab testing rates and will be an additional charge. Reports will be prepared by a Project Engineer.
- Reporting on IDOT forms often takes additional time to gather the necessary data, therefore additional time will be billed as necessary for this service

#### General Conditions ERI - Material Testing Services

Section 1. Scope of Work: Engineering and Research International, Inc. (hereinafter referred to as "ERI") shall perform services in accordance with ERI's proposal to Client. "Client" refers to the person or business entity ordering the work to be done by ERI. Upon acceptance of the proposal, Client agrees to the conditions contained within the proposal, Standard Fee Schedule and these General Conditions. The person signing this Agreement guarantees that he or the is fully authorized to enter Client into legal agreements. If Client is ordering ERI's services on behalf of another, Client represents and warants that is is the duly authorized agent of said party for the purpose of ordering and directing said services. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work codered by Client is adequate and sufficient for the intended purpose and is in accordance with the proper specifications and codes. Client thal communicate these General Conditions to each and every third party to whom Client transmits any part of ERI's work. ERI shall have no duty or obligation to any third party greater than that set for in ERI's proposal, and these General Conditions.

If unexpected site conditions are discovered at any time which change the scope of work, additional services beyond the scope of work may be necessary. If additional services are required due to a change in scope of work, ERI will provide these additional services at the rates presented in the Standard Fee Schedule. ERI can perform additional work with verbal authorization, and ERI will provide written confirmation of fees, if requested. All costs incurred because of delays in authorizing the additional work will be billed to Client.

Client will make available for ERI's review all known information regarding existing and proposed conditions or requirements which affect the service(s) to be performed including, but not limited to, information Client knows, assumes or may asspect on hazardous or potentially hazardous substances. Client will immediately transmit to ERI any new information which becomes available, to it, its contractors, agents or subcontractors. Client agrees to render reasonable assistance as requested by ERI so the performance of the service(s) may proceed without delay or interference and, when required by ERI, to provide a representative to answer questions about the project. If the service(s) to be performed require the presence of ERI personnel on site, Client will provide a representative at the site to supervise or coordinate the project, when required by ERI, upon 24 hours notice.

The ordering of work from ERI either by signature or verbal request shall constitute acceptance of the terms of ERI's proposal, Standard Fee Schedule and these General Conditions. This agreement shall be governed by the laws of the state of Ellinois.

Section 2. Project Site Access: Client will arrange and provide access to the site so that ERI personnel and equipment may perform the requested services. Once ERI's services are requested, it is understood that all necessary permissions for ERI to enter the site and perform the requested services have been obtained regardless of whether the site is owned by Client or any other third party. While ERI will take all reasonable processions to minimize any damage to the site, it is understood by Client that some damage may occur during the normal course of work. ERI has not included the cost of restoration as a part of it's fees. If ordered to restore the site to its formar condition, ERI will perform the work and Client will be billed for the cost of restoration.

Section 3. Project Utilities: In the execution of these services, ERI will take all reasonable precautions to avoid damage to subterrancen structures or utilities. Client represents and warrants that it has advised ERI of any known subterrancen structures or utilities at any site at which ERI is to perform services under this project. Unless ERI has assumed is writing the responsibility of locating subterrancen structures or utilities, client approach by the second structures or utilities, client agrees to defend, indemnify and save ERI harm from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring as a result of ERI performing it's services or caused by contact with such subterrancean structures or utilities where the actual or potential presence and location thereof were not revealed to ERI by Client. If ERI is requested to contact utility companies for utility clearance, Client will be billed for such time as per the rates in the Standard Fee Schedule. These duties will be considered byyond the scope of work unless these daties are clearly identified in writing.

Section 4. Tests and Inspections: Client shall cause all tests and inspections of the site and materials and services performed by IRI or others to be timely and properly performed in accordance with the plans, specifications and contract documents, and ERI's recommendations. No claims for loss, damage or injury shall be brought against ERI by Client or any third party unless all tests and inspections have been an performed and unless ERI's recommendations have been followed. ERI is not responsible for test and inspection services not included in the proposal or services provided by another party. Client agrees to indemnify, defend and hold ERI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable atomety's fees in the event that all such tests and inspections are not performed or ERI's recommendations are not followed except to the extent that such failure is the result of the negligence, willful or wantom act or omission of ERI, its officers, agents or employees, subject to the limitation contained in sections 12 and 13.

Section 5. Personnel Responsibility: ERI's field representatives duties will be to provide impection and testing services for only the work that ERI has agreed to be involved. ERI's services shall not include the supervision or direction of any work done by the contractor, his employees or agreents. ERI's presence and/or services shall not excuss the contractor for any defects found in his work at any time. ERI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. Sufficient time should be allowed for ERI to perform the necessary services as per the project requirement. Delays due to said services shall not in any way excuss any contractor, mixcontractor or supplier from performance of its work in accordance with the contract documents. The contractor (s) for this project shuld be so advised of these conditions. ERI will be responsible for it's own employee's safety on the project site, but this does not relieve Client or Client's designated contractor from ther responsibility for unimitation as the project study. Job and site safety will be the sole responsibility of the client or client's designated contractor unless otherwise moted.

Section 6. Accuracy of Test Locations and Compliance to Specification: The accuracy of the provided survey control at the time of testing directly affects the accuracy of the testing location and elevation reference points. ERI will not be responsible for the accuracy of the points referenced. Unless otherwise noted, the accuracy of test locations will be approximate measurements or estimates.

Construction materials may exhibit a high degree of variation in composition and quality within a relatively small area. Therefore, two test locations may conform to the specifications while one location between these two test locations may not conform to the specifications. This location would not be detected if it were not tested. Therefore, with any testing plan, there is a possibility that locations exist that do not conform to the specification. The Ekclibood that these locations are not detected is reduced with more frequest testing. It is not ERI's responsibility to ensure that the type or quantity of testing requested by Client will satisfy the job specifications, local codes or is adequate in any way, unless otherwise noted.

Section 7. Sample Disposal: Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the tests. All drilling samples or specimens will be disposed sixty (60) days after submission of ERI's report. Further storage or transfer of samples can be made at Client's expense upon written request. Section 8. Hazardous Materials and Conditions: Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of Client, or other involved or contacted parties, to advise ERI of any known or surpected undocumented fills, hazardnoss materials, by-products, or constituents, and any known environmental, geologic, and geotechnical conditions, which exist on or near any premises upon which services are to be performed by ERI employees or subcontractors or which in any other way may be periment to ERI's proposed services.

The term "unanticipated hazardous materials" refers to any hazardous materials or materials suspected to be hazardous that are encountered by ERI in the field. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotistizet of the scope of work or termination of services and that the hazardous or potentially hazardous materials on materials or materials and the hazardous or potentially hazardous materials will remain the property of Client or entity for which Client is providing services. Client also agree that the discovery of unanticipated hazardous materials will make in necessary for ERI to take immediate measures to protect human health and asfety, and/or the environment and the fees related to such actions will be paid by Client. ERI agrees to notify Client as soon as practically possible should unanticipated hazardous materials will remains the later and the fees related to such actions will be paid by Client. ERI agrees to notify Client waives any clients agares to indemnify, defend and hold ERI harmeless from any claims agares to indemnify defend and hold ERI harmeless from any claim agrees to industry for injury or loss arising from ERI's encountering of unanticipated hazardous materials. Client also agrees to compensate ERI for any time spent and expenses incurred by ERI in defense of any such client, such compensation to be based upon ERI's provaling fee schedule and related expenses.

ERI reserves the right to terminate any work related to the project if unanticipated hazardous materials are found and shall not be responsible for the completion of the proposed services in such circumstances.

ERI does not at any time own or take possession or responsibility of hazardous materials as a result of its exploration services. All hazardous materials, including but not limited to samples, drilling fluids, decontamination fluids, development fluids, soil cuttings and tailings, and used disposable protective gear and equipment, are the property of Client, and responsibility for proper disposal is Client's unless prior contractual arrangements are made. All laboratory and field equipment that cannot readily and adequately be cleansed of its hazardous contaminants shall become the property and responsibility of Client. Client shall purchase all such equipment and it shall be turned over to Client for proper disposal unless prior alternate contractual arrangements are made.

Section 9. Payment: ERI will submit monthly invoices for services rendered the prior month and a final invoice will be sent upon completion of services, payable within 30 days of invoice date. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1.5%) for each month the payment is delayed; however, ERI reserves the option to terminate its services due to Clients failure to pay when due. In the event of termination of nervices prior to completion of services, Client shall compensate ERI for all services performed until the date that a notice of termination has been received in writing.

Section 10. Ownership of Documents: All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by ERI as instruments of service, shall remain the property of ERI unless otherwise agreed upon in writing. ERI will retain final reports for services for a period of S years.

Section 11. Standard of Care: Service performed by ERI under this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same community under similar conditions. No other warranty, expressed or implied, is made. Client recognizes that subsurface conditions may vary from those encountered at the location where borings, inspections, or explorations are made by ERI and that conditions at a given location may vary with time and that the data, interpretations and recommendations of ERI are based solely on the obtained data. ERI will not be responsible for interpretations by others of data lobely can the lot interpretations by others of data lobely on the obtained data.

Section 12. Limitation of Liability: Client agrees to limit ERI's liability to Client, owner, contractors, subcontractors, and all parties claiming reliance on ERI's services on the project, arising from ERI's professional acts, errors, or omissions, such that the total aggregated liability of ERI to all those named shall not exceed the lesser of ERI's total foe for services rendered on this project, or S25,000.00 provided that such claims are not attributable to ERI's gross negligence or intentional misconduct. In the event that ERI has been found to have acted with gross negligence or intentional misconduct, the limit of liability will be increased to \$25,000.00 less any applicable insurance amount covering alleged damages or claims. In no event shall ERI or any other party to this agreement, including parties which may have or claim to have a direct or indirect reliance on ERI's services, be liable to the other parties for incidental, indirect, or consequential damages arising from any cause. ERI will not be liable for any advice, judgment, or decision based on any inaccurate information furnished by Client or others engaged by or for Client, and Client will indemnify ERI agains liability arising out of or contributed to by such information. No action or claim, whether in tort, contract, or otherwise, may be beought against ERI, arising from or related to ERI's services, more than two (2) years after ceasation of ERI's services hervunder.

Section 13. Insurance and Indemnification: ERI represents that it's employees are protected by worker's compensation insurance and that ERI maintains general liability and property damage coverage which are considered adequate and comparable with coverage maintained by similar companies. Certificates for all such policies of insurance shall be provided to Client upon request in writing. ERI shall not be responsible for any loss, damage or liability physical liability arising from any acts by Client, its agents, staff, and other consultants employed by it. ERI agrees to indemnify Client from and save Client harmlesis against any loss, damage, or liability stemming from acts of gross negligence by ERI. Except as expressly set forth in sections 12 and 13, Client agrees to bold ERI, its officers, directors, agents, and enployees, harmless from any claims, suits or liability including but not limited to attorney fees, costs of settlement and other neidefund costs, for performance of work.

Section 14. Termination: This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, ERI shall be paid for services performed up to and including the date the termination notice is received in writing plus reasonable termination expenses.

Section 15. Assignment and Precedence: Neither Client nor ERI may make amendments to or modify any aspect of this agreement; which includes the Proposal, Standard Fee Schedule and these General Conditions, unless the changes are specifically agreed upon by both parties in writing. These terms and conditions under this agreement shall supersede any and all prior agreements, and any provisions expressed or implied in the request for proposal, purchase order, authorization to proceed, or other constradictory provisions, whether written or oral.





## Economic Development Program Employment Reporting - Initial Application

Date of Application

Application Tracking Number (Assigned by IDOT)

#### COMPANY INFORMATION

Name of Co	mpany
------------	-------

Chief Officer or Authorized Designee

Title

Address

Phone Number

E-mail Address (required)

Standard Industrial Classification Number (SIC #)

North American Industry Classification System (NAICS)

Project Site (City and Zip Code where employees, new or retained, are to be located.)

### SPONSOR INFORMATION

Sponsor (Unit of Government)

**Contact Person** 

Title

Address

Phone Number

Printed 5/8/14

OPP 2100 (Rev. 04/03/13)

#### Hourly Wage Scales Total Permanent Partand/or Annual Salaries Number of Temporary Job Classification Full-Time Time by Classification Positions . \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ 0 TOTAL: 0 0 0

### Number of Employees at the Time of Application

#### Number of Employees Agreed to be Created as the Result of Assistance

Job Classification	Hourly Wage Scales and/or Annual Salaries by Classification	Total Number of Positions	Permanent Full-Time	Part- Time	Temporary
	\$				
	\$				
	\$				
	\$				
	\$				
	\$	-1			
	\$				
	\$				
C .	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$ ,	·			
	TOTAL:	0	0	0	0

Note: The employee information should be for the specific site for which IDOT assistance was received.

Job Classification	Hourly Wage Scales and/or Annual Salaries by Classification	Total Number of Positions	Permanent Full-Time	Part- Time	Temporary
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$	91			
	\$	· · · · ·			
	\$				
115	\$	-			2 W = 11 L
24-04 24	\$				
24 E	\$			11	
	\$	÷			- T
	\$				1
	\$				
	\$				
	TOTAL:	0	0	0	0

#### Number of Employees Agreed to be Retained as the Result of Assistance

Note: The employee information should be for the specific site for which IDOT assistance was received.

Will the recipient's use of the Economic Development Program funding reduce employment at any site in Illinois?

□ No

\$

(if yes, explain below)

Amount of Economic Development Program Funds committed to this project from IDOT

Starting Date of Assistance (Execution date of Local Intergovernmental Agreement) I, \_\_\_\_\_As the Chief Officer (or authorized designee of the recipient) verify that the information in the progress report contains no knowing misrepresentation of material facts upon which eligibility for development assistance is based. I further certify that, to the best of my knowledge, the recipient is in compliance with the development assistance agreement(s) between, or behalf of, the recipient and the Illinois Department of Transportation.

Signature

Date

Title

Granting Body of Economic Development Program Funds:

Illinois Department of Transportation Director of Office of Planning and Programming 2300 South Dirksen Parkway Springfield, Illinois 62764

Please mail form to:

Illinois Department of Transportation Bureau of Statewide Program Planning Office of Planning and Programming, Rm. 307 2300 South Dirksen Parkway Springfield, Illinois 62764

Attn: Economic Development Program

Phone (217) 782-0378

#### LOCAL AGENCY/COMPANY AGREEMENT

(City of Urbana/Frasca International, Inc.)

**THIS AGREEMENT** is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_ by and between the <u>City of Urbana</u>, <u>Illinois</u> hereinafter called the LOCAL AGENCY and Frasca International, Inc., hereinafter called the COMPANY.

**WHEREAS**, the LOCAL AGENCY is interested in expanding its economic base with the primary emphasis on creating and retaining jobs; and

WHEREAS, the LOCAL AGENCY has entered into a Development Agreement with FRASCA ASSOCIATES to develop certain property in the City which agreement contemplates applying for an Economic Development Program (EDP) grant to assist in the project; and

WHEREAS, if such grant is awarded, special reporting obligations are a necessary condition of the grant; and

WHEREAS, the LOCAL AGENCY will enter into an agreement with the Illinois Department of Transportation, hereinafter called the STATE, to implement an economic development program that significantly impacts upon the LOCAL AGENCY's economic base; and

**WHEREAS**, proposed project will create and/or retain jobs, thus providing a significant benefit to the LOCAL AGENCY's economic base; and

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

#### I. REPORTING REQUIREMENTS

- I.1. As required by Public Act 93-552, the COMPANY shall submit to the STATE an annual progress report of employment for five years from the date of the IDOT/Local Agency funding agreement.
- 1.2. The annual progress report shall consist of job classifications, wages, number of positions, and other pertinent information as shown on Exhibit I.
- I.3. All annual employee progress reports will be completed on-line through the Department of Commerce and Economic Opportunity. The COMPANY will be notified by letter annually with instructions on how and when to fill out their annual report. This report will then be submitted electronically to IDOT.
- I.4. COMPANY agrees to make all reporting requirements under Public Act 93-552, also an obligation of any tenants on parcel PIN 91-15-33-300-005 at 906 East Airport Road, Urbana, IL 61802.

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#### II. DEFAULT AND REMEDIES

- II.1. The COMPANY agrees to use "reasonable efforts" to create forty (40) or more jobs in connection with the Project within five (5) years of the initial application date of October 1, 2012. "Reasonable efforts" shall mean and include the use of due diligence to create or cause the creation of such jobs under the economic conditions prevailing during such period.
- II.2. In the event the COMPANY fails to create the requisite number of full-time jobs in accordance with Section II.1. above, or the COMPANY fails to comply with the reporting requirements herein, the COMPANY may be held in default.
- II.3. The commitment of EDP funds is contingent upon the fulfillment of the commitments to business investment and job creation during the period October 1, 2012 through September 30, 2017 as represented to the IDOT by the city of Urbana and The COMPANY. Any substantial modifications to these commitments change in location of this facility or the failure of The COMPANY to make firm commitment to this site will cause IDOT's commitment to be reevaluated.

The employment levels committed by The COMPANY must be created within the period beginning October 1, 2012 and ending September 30, 2017. If these commitments are not met, the department will review the project funding provided to the city of Urbana. If reasonable justification for non-performance of the commitments is not provided, the city will be required to repay the EDP funding to IDOT in total or an appropriate pro rata sum commensurate with the circumstances of the situation.

It is understood and agreed that the City is seeking an Economic Development Program grant from IDOT for the purpose of improving Airport Road for the benefit of both parties. If such grant is awarded but later declared by the State to be in default under Section II hereof, or for any reason, and the State demands repayment of all or a portion of the grant, COMPANY will pay the City \$50,000 as partial reimbursement for project expenses.

#### III. TERMINATION

- III.1. This Agreement may be terminated at any time by written, mutual agreement of the parties.
- III.2. This Agreement, and all further obligations of the parties hereunder, will terminate when the Project has been completed and when the COMPANY has satisfied its reporting obligations under Section I.

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#### IV. GENERAL PROVISIONS

- IV.1. Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be invalid under applicable law, such provision shall be ineffective to the extent of such invalidity without invalidating the remaining provisions of this Agreement.
- IV.2. This Agreement represents the full and complete agreement between the parties with respect to the matters addressed herein and there are no oral agreements or understandings between the parties.
- IV.3. This Agreement shall be construed in accordance with and governed by the law of the State of Illinois.

#### APPROVED BY

Frasca International, Inc.

## APPROVED BY

#### City of Urbana, Illinois

Title

Signature \_\_\_\_\_

Date

By

### ATTEST

Ву \_\_\_\_\_

City Clerk

Mayor

Date \_\_\_\_\_

Section 13-00532-00-PV City Urbana

# EXHIBIT D

Division of Cost										
Type of Work	EDP (1)	%	LA (2)	%	Total					
Participating Construction - Airport Road	\$871,584.00	50	\$871,584.00	BAL	\$1,743,168.00					
Participating Construction - US 45 Intersection	\$241,978.00	100		BAL	\$241,978.00					
Non-Participating Construction			\$517,188.00	100	\$517,188.00					
Preliminary Engineering - Airport Road	\$71,311.00	50	\$71,311.00	BAL	\$142,622.00					
Preliminary Engineering - US 45 Intersection	\$19,799.00	100		BAL	\$19,799.00					
Preliminary Engineering - Non-Participating										
Construction			\$42,315.00	100	\$42,315.00					
Construction Engineering - Airport Road	\$79,235.00	50	\$79,235.00	BAL	\$158,470.00					
Construction Engineering - US 45 Intersection	\$21,995.00	100		BAL	\$21,995.00					
Construction Engineering - Non-Participating										
Construction			\$47,021.00	100	\$47,021.00					
Right of Way					\$0.00					
Railroads					\$0.00					
Utilities					\$0.00					
TOTAL	\$1,305,902.00		\$1,628,654.00		\$2,934,556.00					

#### <u>Note</u>

(1) The STATE will reimburse the LA for eligible construction and engineering costs of the project subject to a maximum of \$1,305,902.