

ORDINANCE NO. 8081-21

AN ORDINANCE
APPROVING AN APPLICATION FOR FEDERAL ASSISTANCE
AND AN AGREEMENT FOR ENGINEERING SERVICES IN
RELATION TO THE CARLE PARK SEWER PROJECT

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

1. That an Application for Federal Assistance between the Illinois Environmental Protection Agency and the City of Urbana, Illinois, for the reconstruction of sanitary sewers, together with an Agreement for Engineering Services between the City of Urbana and Berns, Clancy and Associates, copies of which are attached hereto and incorporated herein by reference, be and the same are hereby approved.

2. That the Mayor and other City officials, as appropriate, be and the same are hereby authorized to execute said documents for and on behalf of the City of Urbana, Illinois.

This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of a majority of the members of the City Council of the City of Urbana, Illinois, at a regular meeting of said Council on the 19th day of August, 1980.

PASSED by the City Council this 19th day of August, 1980.


Ruth S. Brookens
Ruth S. Brookens, City Clerk

APPROVED by the Mayor this 27th day of August, 1980.

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

City Of Urbana
Carle Park Sewer Project
(City Section 189-LI)
Illinois Environmental Protection Agency
Grant No. C 172445-02
Urbana, Champaign County, Illinois

APPLICATION FOR STEP 3 GRANT

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ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

DIVISION OF WATER POLLUTION CONTROL

III. Construction (Step 3) Project

A. Administrative Items

MJH/dkt
3/18/76

AN ORDINANCE
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1980.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

APPROVED by the Mayor this 27th day of August,
1980.

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

III. DOCUMENTATION REQUIRED PRIOR TO OFFER OF A CONSTRUCTION (STEP 3) GRANT
 City of Urbana Carle Park Sewer Project

PROJECT (City Section 189-LI)

C17 2445-02

A. Administrative Items Required Prior to Offer of a Step 3 Grant:

IEPA
REQUEST

see note
 on form

1. Adoption of the attached (model) "Resolution of Intent to Provide a Plan of Operation and Maintenance of Sewage Treatment Works".

yes

2. Adoption of the attached (model) "Resolution Regarding Financial and Legal Capabilities and Property Availability".

yes

a. Completion of the attached "Certificate Regarding Project Site(s), Rights-of-Way, and Easement(s)".

yes

b. Completion of the attached (model) "Certificate of Local Financing".

yes

c. Completion of attached (model) "Certification of Legal Capabilities".

yes

3. Adoption of attached (model) "Resolution Regarding Initiation of Construction (Step 3) work".

yes

4. Request for Step 3 (construction grant)

a. Model Request Form (Attached)

OR

yes

b. EPA Application Form (5700-32)(11/73) (Attached)

see note
 on form

5. Resolution of Intent Regarding National Flood Insurance.

see note
 on form

6. Adoption of the attached (model) "Resolution of Intent to Apply for a National Pollutant Discharge Elimination System (NPDES) Permit", if applicable.

see note
 on form

7. Approved user charge system, industrial cost recovery system and sewer use ordinance. (Prior to award of Step 3 Grants after June 30, 1979: Reference 40 CFR 35.935-13)

N/A

8. Approved municipal pretreatment program if applicable. (Reference 40 CFR 35.907)

Appendix: 40 CFR 35E (February 11, 1974 Construction Grant Regulations) and the September 27, 1978 amendments.

AG:rd/sp4886a/1

**RESOLUTION OF INTENT TO PROVIDE A PLAN OF
OPERATION AND MAINTENANCE OF SEWAGE TREATMENT WORKS**

Whereas, regulations of the U. S. Environmental Protection Agency for construction of sewage treatment works require that the City of Urbana provide an assurance of economic, effective, and efficient operation and maintenance of the sewage treatment works proposed under project C17 244502 in accordance with a plan of operation; therefore, be it resolved by the City Council of Urbana, Illinois that: (Please see note below)

- 1) prior to request for fifty percent (50%) payment for Step 3 grant a plan of operation will be prepared and will include provision for"
 - a) an operation and maintenance manual for each facility
 - b) an emergency operating and response program
 - c) properly trained management, operation and maintenance personnel
 - d) adequate budget for operation and maintenance
 - e) operational reports
 - f) provisions for laboratory testing adequate to determine influent and effluent characteristics and removal efficiencies

- 2) prior to request for fifty percent (50%) payment for Step 3 grant, the _____ of _____ will submit adequate evidence (for example, a draft of an operation and maintenance manual) of timely development of an operation and maintenance manual, and prior to request for ninety percent (90%) payment of Step 3 grant, the _____ of _____ will furnish a satisfactory final operation and maintenance manual.

- 3) prior to request for fifty percent (50%) payment for Step 3 grant, the _____ of _____ will submit adequate evidence (for example, a draft of a sewer use ordinance) of timely development of a sewer use ordinance, and prior to request for eighty percent (80%) payment of Step 3 grant, the _____ of _____ will furnish a satisfactory sewer use ordinance.

Resolved _____ 19th _____ day of _____ August _____, 19 80 _____.

Name: _____

Title: Mayor
(Mayor, Village President, etc.)

Name: _____

Title: City Clerk
(Clerk, Secretary, etc.)

(SEAL)

Note: The Urbana Champaign Sanitary District has adopted this resolution for the Environmental Protection Agency Grant No. C17 1568-03. The City of Urbana does not own or operate sewage treatment plant. Therefore, this resolution is not applicable to the City of Urbana.

KRR/dkt
9/2/75

RESOLUTION REGARDING FINANCIAL AND LEGAL CAPABILITIES AND PROPERTY AVAILABILITY

Whereas, regulations of the U. S. Environmental Protection Agency for grants for construction of sewage treatment works, 40 CFR 35 E, require that the City of Urbana has agreed to pay non-grant costs and that the City of Urbana has capability to construct, operate, and maintain treatment works project C17 244502, therefore, be it resolved that:

- 1) the City of Urbana agree to pay the non-grant costs for project C17 244502, which agreement is hereby provided.
- 2) the City of Urbana provide a certificate of the financing which is available or will be available for construction of project C17 244502 which certification is attached hereto.
- 3) the City of Urbana provide a certificate of the sites, rights-of-way, and easements which are available or will be available for project C17 244502 which certification is attached hereto.
- 4) the City of Urbana provide a certificate of the legal capability to insure adequate construction, operation, and maintenance of the treatment works project C17 244502, which certification is attached hereto.

Resolved this 19th day of August, 19 80.

Name: *Jeffrey T. Mullaney*
Title: Mayor
(Mayor, Village President, etc.)

Name: *Ruth S. Brookens*
Title: City Clerk
(Clerk, Secretary, etc.)

(SEAL)

CERTIFICATE REGARDING PROJECT SITE, RIGHTS-OF-WAY, AND EASEMENTS

I, Jack Waaler Attorney at Law, representing
The City of Urbana (herein called the "Applicant:), certify:

1. That I have investigated and ascertained the location of the site or sites, rights-of-way, and easements being provided by the applicant for the facilities in its application for grant assistance under the provisions of the Federal Water Pollution Bond Act (attach a legal description for said site or sites, rights-of-way, and easements). (see exhibit 1 through 12 attached to the City Ordinance in Section IV)
2. That I have examined the records of ownership of said site or sites, and the Applicant holds fee simple title to the said site or sites, free and clear of all liens and encumbrances.
or (indicate which item, or if a combination of 2 and 3, is certified)
3. That I have examined the records of ownership of said site or sites, rights-of-way, and easements, and the legal interest(s) held therein by the applicant is (are) as follows:
We have all necessary rights-of-way except the easements listed in Exhibits 1-12
4. In my opinion, the applicant (~~has sufficient legal interest in the said site or sites, rights-of-way, and easements~~) (or) (will have sufficient legal interest in the said site or sites, rights-of-way, and easements, prior to initiation of construction as evidenced by the attached schedule of acquisition)* to permit the construction of such facilities thereon and to permit the operation and maintenance of such facilities thereon during the estimated life of the facility by the Applicant after the completion of construction. See Exhibit A-1
5. Remarks:

August 20, 1980

DATE

Jack Waaler
ATTORNEY AT LAW

400 S. Vine Street

ADDRESS

Urbana

CITY

Illinois

STATE

Approved:

Jeffrey J. Mahlandt
APPLICANT, Mayor

August 20, 1980

* Strike inappropriate clause.

RESOLUTION OF INTENT REGARDING INITIATION
OF CONSTRUCTION (STEP 3) WORK

Whereas, regulations of the U. S. Environmental Protection Agency for grants for construction of sewage treatment works, 40 CFR 35 E, require that no grant assistance for a Step 3 project may be awarded unless such award precedes initiation of the Step 3 construction; therefore, be it resolved by the City Council of Urbana, Illinois that initiation of Step 3 construction be preceded by a Step 3 grant award and that it is fully understood that non-compliance with these requirements will result in ineligibility for grant assistance for the entire Step 3 project (40 CFR 35.925-18).

Resolved this 19th day of August, 1980.

Name: *Jeffrey T. Mullan*Title: Mayor

(Mayor, Village Pres., etc.)

Certified to be a true and accurate copy, passed and adopted on the above date.

Name: *Ruth S. Brookens*Title: City Clerk

(Clerk, Secretary, etc.)

(SEAL)

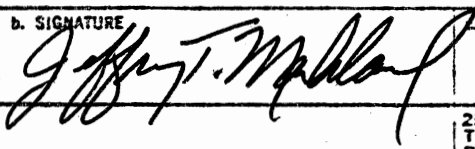
REQUEST FOR STEP 3 (CONSTRUCTION) GRANT

The total estimated eligible cost for Step 3 (construction) grant is \$ 1,048,627 and 75% of this amount or \$ 786,470 is hereby requested by the City of Urbana (herein called the "Applicant") as the Federal share for project Cl7 244502.

The Applicant also hereby (re)assures and (re)certifies to comply with "Part V - Assurances" of EPA Application Form 5700-32 (11-73).

Requested and Assured this 20th day of August, 1980.

Name: Title: Mayor
(Mayor, Village President, etc.)

FEDERAL ASSISTANCE		2. APPLICANT'S APPLICATION	a. NUMBER 189-LI	3. STATE APPLICATION IDENTIFIER	a. NUMBER
1. TYPE OF ACTION <input type="checkbox"/> PREAPPLICATION <input checked="" type="checkbox"/> APPLICATION <small>(Mark appropriate box)</small>		Leave Blank	b. DATE Year month day 19 80 8 19		b. DATE Year month day ASSIGNED 19
<input type="checkbox"/> NOTIFICATION OF INTENT (Opt.) <input type="checkbox"/> REPORT OF FEDERAL ACTION					
4. LEGAL APPLICANT/RECIPIENT				5. FEDERAL EMPLOYER IDENTIFICATION NO. 37-6000524	
a. Applicant Name Jeffrey T. Markland, Mayor b. Organization Unit City of Urbana c. Street/P.O. Box 400 South Vine Street d. City Urbana e. County : Champaign f. State Illinois g. ZIP Code: 61801 h. Contact Person (Name & telephone No.) Balbir S. Kindra, City Engineer : (217) 384-2384				6. PROGRAM (From Federal Catalog)	
7. TITLE AND DESCRIPTION OF APPLICANT'S PROJECT Carle Park Sewer Project, City Section 189-LI. Project consists of the construction of approximately 18,195 lineal feet of sanitary sewer, 48 manholes, one lift station, force main, conflict manholes and other incidental work as shown on plans and as described in the specifications.				a. NUMBER 660418	
				b. TITLE Construction Grants for Waste Water Treatment Works	
10. AREA OF PROJECT IMPACT (Names of cities, counties, States, etc.) Champaign County				8. TYPE OF APPLICANT/RECIPIENT A-State B-Interstate C-Substate D-District E-City F-School District G-Special Purpose District H-Community Action Agency I-Higher Educational Institution J-Indian Tribe K-Other (Specify): City Enter appropriate letter <input checked="" type="checkbox"/> E	
				9. TYPE OF ASSISTANCE A-Basic Grant B-Supplemental Grant C-Loan D-Insurance E-Other Enter appropriate letter(s) <input type="checkbox"/> B <input type="checkbox"/> B	
11. ESTIMATED NUMBER OF PERSONS BENEFITING 892		12. TYPE OF APPLICATION A-New B-Renewal C-Revision D-Continuation E-Augmentation Enter appropriate letter <input type="checkbox"/> C			
13. PROPOSED FUNDING		14. CONGRESSIONAL DISTRICTS OF:		15. TYPE OF CHANGE (For 12a or 12c) A-Increase Dollars B-Decrease Dollars C-Increase Duration D-Decrease Duration E-Cancellation F-Other (Specify): NA	
a. FEDERAL \$ 786,470 .00	b. APPLICANT 698,004 .00	a. APPLICANT 52nd	b. PROJECT 52nd	17. PROJECT DURATION 15 Months Enter appropriate letter(s) <input type="checkbox"/> <input type="checkbox"/>	
c. STATE .00	d. LOCAL .00	16. PROJECT START DATE Year month day 19 80 11 15			
e. OTHER .00	f. TOTAL \$.00	18. ESTIMATED DATE TO BE SUBMITTED TO FEDERAL AGENCY 19 80 9 16		19. EXISTING FEDERAL IDENTIFICATION NUMBER	
20. FEDERAL AGENCY TO RECEIVE REQUEST (Name, City, State, ZIP code) USEPA, Region V, 230 South Dearborn, Chicago, IL 60604				21. REMARKS ADDED <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
22. THE APPLICANT CERTIFIES THAT		a. To the best of my knowledge and belief, data in this preapplication/application are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is approved.		b. If required by OMB Circular A-95 this application was submitted, pursuant to instructions therein, to appropriate clearinghouses and all responses are attached: spouses <input type="checkbox"/> Response attached <input type="checkbox"/>	
23. CERTIFYING REPRESENTATIVE Jeffrey T. Markland, Mayor		a. TYPED NAME AND TITLE		b. SIGNATURE 	
24. AGENCY NAME				DATE SIGNED Year month day 19 80 9 8	
25. APPLICANT ACTION RECEIVED 19		26. ORGANIZATIONAL UNIT		27. ADMINISTRATIVE OFFICE	
28. FEDERAL APPLICATION IDENTIFICATION		29. ADDRESS		30. FEDERAL GRANT IDENTIFICATION	
31. ACTION TAKEN <input type="checkbox"/> a. AWARDED <input type="checkbox"/> b. REJECTED <input type="checkbox"/> c. RETURNED FOR AMENDMENT <input type="checkbox"/> d. DEFERRED <input type="checkbox"/> e. WITHDRAWN		32. FUNDING		33. ACTION DATE Year month day 19	
		a. FEDERAL \$.00	b. APPLICANT .00	34. STARTING DATE 19	
		c. STATE .00	d. LOCAL .00		
		e. OTHER .00	f. TOTAL \$.00	35. CONTACT FOR ADDITIONAL INFORMATION (Name and telephone number)	
36. FEDERAL AGENCY A-95 ACTION		37. REMARKS ADDED <input type="checkbox"/> Yes <input type="checkbox"/> No		38. ENDING DATE 19	
a. In taking above action, any comments received from clearinghouses were considered. If agency response is due under provisions of Part 1, OMB Circular A-95, it has been or is being made.		b. FEDERAL AGENCY A-95 OFFICIAL (Name and telephone no.)			

SECTION I - APPLICANT/RECIPIENT DATA

SECTION II - CERTIFICATION

SECTION III - FEDERAL AGENCY ACTION

RESOLUTION OF INTENT REGARDING NATIONAL FLOOD INSURANCE

Whereas, regulations of the U. S. Environmental Protection Agency for grants for construction of sewage treatment works, 40 CFR 35E, require compliance with the National Flood Insurance Act of 1968, and, whereas the National Flood Insurance Act of 1968, as amended, required the purchase of flood insurance for eligible project costs excluding cost of land and uninsurable improvements for projects in designated flood hazard areas; therefore, be it resolved that the _____ of _____ will cooperate and coordinate with the Department of Housing and Urban Development to acquire and maintain any flood insurance available for project C17 _____ for the entire useful life of the project pursuant to the Flood Insurance Act of 1968, as amended. Please see note below;

Resolved this _____ day of _____, 19_____.

Name: _____

Title: _____
(Mayor, Village Pres., etc.)

Certified to be a true and accurate copy, passed and adopted on the above date.

(SEAL)

Name: _____

Title: _____
(Clerk, Secretary, etc.)

NOTE: The project is not in the flood plain area. Therefore, this resolution is not applicable to the City of Urbana.

RESOLUTION OF INTENT TO APPLY FOR A NATIONAL POLLUTANT
DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT

Whereas, regulations of the U. S. Environmental Protection Agency for grants for construction of sewage treatment works, 40 CFR 35E, require that the _____ of _____ identify effluent discharge limitations and provide a copy of any NPDES permit, and

Whereas, the _____ of _____ presently does not have an NPDES permit, therefore be it resolved that the

_____ of _____ will apply for an NPDES permit at least 180 days prior to completion of construction (Step 3) and start up of operation of any sewage treatment works which may be constructed under project C17 _____.

Resolved this _____ day of _____, 19_____.

Name: _____

Title: _____
(Mayor, Village Pres., etc.)

(SEAL)

Name: _____

Title: _____
(Clerk, Secretary, etc.)

3/17/76

NOTE: This resolution is not applicable to the City of Urbana because it does not own or operate a treatment plant.

RESOLUTION OF INTENT TO COMPLY WITH THE ENVIRONMENTAL
PROTECTION AGENCY REGULATIONS FOR USER CHARGE,
INDUSTRIAL COST RECOVERY, AND SEWER USE

Whereas, regulations of the U. S. Environmental Protection Agency regarding grants for construction of sewage treatment works, 40 CFR 35 E, require that a user charge and industrial cost recovery system be adopted by the _____ of _____ therefore, be it resolved that:

Please see note on page 2

A) User Charge System:

- 1) the _____ of _____ hereby provides assurance that it has legal, institutional, managerial and financial capability to insure adequate construction, operation, and maintenance of treatment works throughout its jurisdiction.
- 2) the _____ of _____ hereby provides assurance that, prior to request for fifty percent (50%) payment of Step 3 grant, it will provide adequate evidence of timely development (for example, a draft user charge system) of a system of user charges to assure that each recipient of waste treatment services within the jurisdiction of the _____ of _____ will pay its proportionate share of the costs of operation and maintenance (including replacement of treatment works) provided by the _____ of _____ and that, prior to request for eighty percent (80%) payment of Step 3 grant, it will provide the system of user charges for approval.
- 3) the _____ of _____ hereby provides assurance that it will not utilize ad valorem taxes in the development of the user charge system.

B) Industrial Cost Recovery System:

- 1) the _____ of _____ agrees to require all industrial users* to pay that portion of the grant amount allocable to the treatment of wastes from such users.
- 2) the _____ of _____ has received signed letters of intent (copies attached), from each significant industrial user** to pay that portion of the grant amount allocable to the treatment of its wastes. Each such letter includes a statement of the industrial user's intended period of use of the treatment works.
- 3) the _____ of _____ hereby provides assurance that prior to request for fifty percent (50%) payment of Step 3 grant, it will submit adequate evidence of timely development (for example, a draft industrial cost recovery system) of an industrial cost recovery system, and that, prior to request for eighty percent (80%) payment of Step 3 grant, it will provide the industrial cost recovery system for approval.

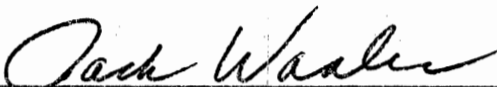
EXHIBIT A 1

C E R T I F I C A T E

RE: Carle Park Sewer Project
City Section 189 LI

I understand certain Permanent and Temporary Construction Easements are needed in the Carle Park Sewer Project. I do not anticipate any difficulty in acquiring these Easements and expect to have them by October 1, 1980.

Dated at Urbana, Illinois, this 5th day of September,
1980.



Jack Waaler
Corporation Counsel
City of Urbana, Illinois

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

DIVISION OF WATER POLLUTION CONTROL

III. Construction (Step 3) Project

B. Engineering Items

MJH/dkt
3/18/76

ORDINANCE NO. 8081-16SEWER BENEFIT ORDINANCE

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

Section 1. Definitions.

A. Residential Unit. Any lot having a building or structure, including trailer or modular home, which contains one or more dwelling units and has water metered service to any building or structure on such lot and any of which buildings or structures has a sanitary sewer connection.

B. Dwelling Unit. One (1) room or suite of two (2) or more rooms in a building, designed for and used by one (1) family for living and sleeping purposes, and containing its own kitchen and/or bathroom facilities.

C. Non-Residential Unit. Any building or any individual segregated portion of a building designed, utilized for or occupied by, any activity other than residential use and has water metered service to the building or structure and which building or structure has a sanitary sewer connection.

Section 2. Determination of Unit Category.

Determination of residential unit or non-residential unit classification for each parcel or property in the City of Urbana shall be made by the Comptroller on the basis of property codes at the Champaign County Supervisor of Assessment's Office. After the initial classification by the Comptroller, all properties shall continue to remain so classified unless and until a reclassification is made by the Comptroller based on all available evidence. The classification made by the Comptroller, except for error acknowledged by the Comptroller, shall remain the same until January 1st of each year regardless of change of use prior to January 1st of each year. If the Comptroller determines that a parcel of property should be reclassified, such reclassification shall become effective on January 1st of the year following such determination.

Section 3. Residential Unit Charge.

Each residential unit shall pay an amount determined through the following formula, based upon the billed water usage

III. DOCUMENTATION REQUIRED PRIOR TO OFFER OF A CONSTRUCTION (STEP 3) GRANT

City of Urbana Carle Park Sewer Project
PROJECT (City Section 189-LI)

C17 2445-02

B. Engineering Items Required Prior to Offer of a Step 3 Grant:

IEPA
REQUESTYes

1. Plans and specifications consistent with the approved Facility Plan and suitable for bidding, prepared consistent with the attached "Instructions Regarding Non-restrictive Specifications" (40 CFR 35.936-13(a), and incorporating the attached "Addenda to Plans and Specifications for Federal Sewage Treatment Works Construction Grant Projects".

Yes

- a. Revised plans and specifications, to provide consistency with the approved Facility Plan.

N/A

- b. Incorporation in Plans and Specifications of the attached "Addenda to Plans and Specifications for Federal Sewage Treatment Works Construction Grant Projects".

Yes

- c. Amended plans and specifications to include electrical and structural details.

Yes

- d. Revised plans and specifications, prepared consistent with the attached "Instructions Regarding Non-Restrictive Plans and Specifications" (40 CFR 35.936-13(a).

Yes

- e. "Buy American" revisions to contract documents.

Included

2. Agency permit to construct treatment works.

Notice to Bidders
in Proposal Doc.3.

3. Proposed advertisement for bids.

Included

4. Estimate of construction cost based on completed plans and specifications and provided in the format of the bid proposal form.

Included

5. Itemized estimate of all Step 3 costs other than the construction cost estimate identified in 4 above including a line item for start-up services and a description of these services, together with a proposed payment schedule.

Included

6. Completion of attached "Wage Rate Information".

Included 7. a. Proposed engineering contract or sub-agreement or an explanation of the intended method of awarding agreements for performance of any substantial portion of the Step 3 (engineering) project work, consistent with 40 CFR 35.936, 937 and 939. (See Procurement Regulations in Appendix).

Included b. Completion of the attached "Cost or Price Summary Format for Sub-agreements under USEPA Grants".

Included c. Demonstration that action, consistent with 40 CFR, Sections 35.936-7, 35.937-4(c) and 35.937-2, was taken to seek minority participation (for contracts that equal or exceed \$100,000 exclusive of sewer system evaluation).

N/A 8. Preliminary plan of operation.

N/A 9. Approved value engineering report as applicable (Reference 40 CFR 35.905-27, 35.926).

Appendix: 40 CFR 35E (February 11, 1974 Construction Grant Regulations) December 17, 1975 Procurement Regulations (including Appendices C-1 and C-2) and the September 27, 1978 and September 23, 1976 Construction Grants Amendments.

AG:rd/sp4886a/2-3

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
DIVISION OF WATER POLLUTION CONTROL
PERMIT SECTION

Springfield, Illinois 62706

APPLICATION FOR PERMIT OR CONSTRUCTION APPROVAL

WPC-PS-1

1. NAME AND LOCATION:

Name of project: City of Urbana Carle Park Sewer Project, (City Section 189-LI), Illinois
Environmental Protection Agency Grant No. C172445-01, Urbana, Champaign County
Municipality or Township Urbana County Champaign Illinois

2. BRIEF DESCRIPTION OF PROJECT: A sanitary sewer system replacing a failing existing sanitary sewer system serving the Carle Park area.

3. DOCUMENTS BEING SUBMITTED: If the project involves any of the items listed below, submit the corresponding schedule, and check the appropriate spaces.

PROJECT

- Private Sewer Connection.....A _____ Spray Irrigation.....H _____
- Public Sewer Extension.....B Septic Tanks.....I _____
- Sewer Extension Construct Only.....C _____ Industrial Treatment or Pretreatment.....J _____
- Sewage Treatment Works.....D _____
- Excess Flow Treatment.....E _____ Cyanide Acceptance.....L _____
- Lift Station/Force Main.....F Updating Cyanide Acceptance Form.....M _____
- Sludge Disposal.....G _____ Waste Characteristics.....N _____

Plans: Title City of Urbana, Carle Park Sewer Project, (City Section 189-LI), Illinois
Environmental Protection Agency Grant No. C172445-01, Urbana, Number of Pages 30
Champaign County, Illinois

Specifications: Title STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION
IN ILLINOIS, Third Edition, dated September 1978 Number of Books/Pages 1/174

Other Documents (Please Specify) Proposal Documents, General Instructions to Bidders and Special Provisions for City of Urbana, Carle Park Sewer Project, (City Section 189-LI), Champaign County, Illinois

4. THIS IS AN APPLICATION FOR (CHECK):

- A. Joint Construction And Operating Permit
- _____ B. Authorization To Construct (For Treatment Units Requiring NPDES Permits) NPDES Permit No. IL _____
- _____ C. Construct Only Permit (Does Not Include Operations)
- _____ D. Operate Only Permit (Does Not Include Construction) (Date of Issuance) _____

5. CERTIFICATIONS AND APPROVAL:

5.1 Certificate by Design Engineer

I hereby certify that I am familiar with the information contained in this application and that to the best of my knowledge and belief such information is true, complete and accurate.

ENGINEER Thomas B. Berns P.E. #30889
NAME REGISTRATION NUMBER

FIRM Berns, Clancy and Associates, Professional Corporation

ADDRESS 405 East Main Street, Post Office Box 490,

Urbana, Illinois 61801 PHONE NUMBER 217-384-1144

SIGNATURE

Thomas B. Berns

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
DIVISION OF WATER POLLUTION CONTROL
PERMIT SECTION
Springfield, Illinois 62706

SCHEDULE B SEWER EXTENSIONS

City of Urbana Carle Park Sewer Project (City Section 189-LI), Illinois

1. NAME OF PROJECT: Environmental Protection Agency Grant No. C172445-01, Urbana, Champaign County, Illinois
2. NATURE OF PROJECT: Project consists of: a sewer connection; a trunk sewer; a replacement sewer^X; a relief sewer; an interceptor sewer; and complete new sanitary sewer system.

2.1 Does the project include the construction of any water main extension? YES NO

3. APPROXIMATE TIME SCHEDULE: Estimated Construction Schedule: Start of Construction Nov. 1980; Date of Completion May 1982; Occupancy or Operation Schedule: Date Occupancy or Operation Begins August 1981; 100% Occupancy or Operation to be Reached May 1982

4. SERVICE AREA AND POPULATION: Submit a map of the service area that includes the following:

- 4.1 Residential and/or non-residential areas and their associated waste loads to be immediately served by the sewers of this project.
- 4.2 Potential residential and/or non-residential areas and their associated waste loads must be included in the overall design of the sewers of this project. **SEE PLANS**

5. RESIDENTIAL BUILDINGS: Number of Building(s) 223; Number of single dwelling Building(s) 223; Total dwelling units 223
Estimated total population 892 (Existing population only; no anticipated increase.)

6. NON-RESIDENTIAL BUILDINGS: Describe use of building(s) N/A
; Principal product(s) or activities
; Number of building(s) to be served under this Permit

Estimated number of employees; Estimated number of occupants (transients):

Estimated population equivalent (one population equivalent is 100 gallons of sewage per day, containing 0.17 pounds of BOD₅ and 0.20 pounds of suspended solids.) flow P.E. 892; BOD P.E. 151.64 pounds

Suspended Solids P.E. 178.40 pounds

7. Total flow for this project: DAF 89,200 GPD; DMF 356,800 GPD

8. If liquid wastes other than domestic are produced, submit Schedule N. (All existing flow; no anticipated increase.)

9. SUMMARY OF SEWERS:

Service Connections between Main and Property Line

Pipe size - inches	8	10	12	6"	4"	Force Main from Lift Station
Total Length - feet	9982	1323		6994	780	
Min. slope used - %	0.40%	0.28%		1.08%	Horizontal	
Max. slope used - %	2.00%	0.28%		1.08%	Positive Grade	
Pipe Material & Specs.	E.S.V.C.P. ASTM C-700	D.I.P. AWWA C-151		E.S.V.C.P. ASTM C-700	D.I.P. AWWA C-151	
Joint Material & Specs.	Rubber "O" Ring ASTM C-425	Push-on Gasket AWWA C-111		Rubber "O" Ring ASTM C-425		
Total Manholes	48	-		-	-	
Max. Distance Between Manholes	400 Ft.	400 Ft.		-	-	
Class Bedding	B	B		B	B	

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
DIVISION OF WATER POLLUTION CONTROL
PERMIT SECTION
Springfield, Illinois 62706

SCHEDULE F SEWER SYSTEM LIFT STATION/FORCE MAIN

1. NAME AND LOCATION: Name of project City of Urbana Carle Park Sewer Project, (City Section 189-LI), Illinois Environmental Protection Agency Grant No. C172445-01, Urbana, Champaign County, Illinois
2. APPROXIMATE TIME SCHEDULE: Estimated Construction Schedule: Start of Construction Nov. 1980; Date of Completion May 1982; Occupancy or Operation Schedule: Date occupancy or operation begins August 1981; 100% occupancy or operation to be reached by May 1982.
3. DESIGN POPULATION: Area to be served 14.4 acres; Population to be served 212. Design Flow: Average 16.7 GPM. Maximum 61 GPM.
4. LIFT STATION WILL SERVE: only separate sewers ; combined sewers ; separate and combined sewers ; domestic waste sewers ; domestic and industrial waste sewers ; or industrial waste sewers .
FUTURE: Lift Station is designed to serve: only the population indicated above; an anticipated additional waste contribution of 164 GPM. If additional flow is anticipated and lift station does not have adequate capacity: explain provisions for increase in capacity Adequate capacity in initial installation to accomodate currently anticipated possible increases.
5. FORCE MAIN: Size 4 inches; Total length 780 feet; Material & Specifications D.I.P. AWWA C-151; Joint & Specifications Push-on Gasket AWWA C-111; Identify stations of high and low points in force main profile 0+00 (Low point, pump); 7+80 (High point, outlet)
Air relief valve provided at high points YES NO ; Clean out (Blow-off) provided at low points YES NO .
6. DESIGN HEAD: Static Head 17.4 feet; Pipe Friction 11.8 feet; Other Losses _____; TDH 29.2 feet; Maximum suctions lift for suction type pumps 1.6 Ft.
7. PUMPS: Rated capacity of Lift Station 100 GPM @ 30 feet TDH; Number of pumps provided 2. Capacity of each pump 100 GPM; HP of each pump 7.5 at 1750 RPM
8. VALVES: Suction Pipe Gate valve
Discharge Pipe Check valve, Gate valve
9. WET-Well: Effective capacity (between high and low water level) = 186 gallons, holding period at average flow 11 minutes.
10. VENTILATION: Wet-Well: Continuous YES NO . Air changes per hour 30; Dry Well: Continuous YES NO . Air changes per hour _____.
11. EMERGENCY OPERATION:
 - 11.1 In case of power failure, alternate power is is not available.
 - 11.2 Alternate power is provided by secondary power feed. YES NO . Name of source _____
(Attach statement by proper authority certifying source & availability)
 - 11.3 List emergency equipment available at all times for emergency use at this pumping station.
Stand-by Portable Pump System
 - 11.4 Other type of alternate power source, specify N/A
 - 11.5 Maximum length of time involved between a power failure and the commencement of pumping by emergency equipment 9.7 hr.

SEWERS

Location City of Urbana, Carle Park Sewer Project

Type of Sewer: Sanitary x Combined _____ Storm _____

Classification: Collector x Interceptor _____ Outfall _____

Type of Pipe E.S.V.C.P., D.I.P. Type of Joint Rubber "O" Ring

Length of Sewer 8" = 9982 L.F.
10" = 1323 L.F. Diameter 8"-10" Slope Various

Design Velocity 2 feet/second Required Velocity 2 feet/second

Minimum Velocity from Sta. N/A to Sta. N/A

Design Capacity 8" = 0.45 MGD Required Capacity 8" = 0.06 MGD
10" = 0.70 MGD Required Capacity 10" = 0.27 MGD

Is the cover adequate in all cases? Yes

If the cover is not adequate, where? Sta. N/A to Sta. N/A

What type joint test is required? air test

What are infiltration/exfiltration limits? 200/240 Gallons per inch diameter/mile/day

MANHOLES

Maximum distance between manholes 400 feet

Diameter of Barrel 48 inches Diameter of Cover 22 inches

Are manholes provided at all changes in grade, size or alignment of sewers? Yes

Is outside plaster required? No Paved invert? Yes

Are corrosion resistant steps or ladders provided? Yes

Are retainers and blocking provided where necessary? Yes

Approval by State Engineer: _____

Comments: _____

SEWAGE PUMPING STATION

Location City of Urbana, Carle Park Sewer Project

Type Pumps Specified Vertical, Flexible-Coupled, Motor Driven, Non-Clog

Type Pump Control Yes Alternator x Simultaneous _____

Are Duplicate Units Provided? Yes

Can max. flow be handled with largest unit out of service? Yes

If not, explain alternate procedure _____

Maximum Flow 61 GPM Average Flow 16.7 GPM Minimum Flow 16.7 GPM

Volume of the wet well 186 Gallons for this Phase (Maximum capacity 679 gal.)

Detention time @ maximum flow 3 Min. minimum flow 23 Min.

Does the fillet in the wet well have adequate slope? Yes

Has a bar rack or sand trap been provided? Yes

Is there a gate valve and a check valve on discharge? Yes

Is there a gate valve on suction? Yes

Is ventilation provided in the wet well? Yes Dry well _____

Is standby power, automatic overflow or a detention pond provided? Yes

Is an adequate alarm system included? Yes

PUMP No.	SIZE (in.)	FRICTION Head (ft)	STATIC Head (ft)	CAPACITY gpm	RATED TDH	COMPUTED TDH	CONSTANT/VARIABLE SPEED
1	6	11.8	17.4	100	30	29.2	1750 RPM Max.
2	6	11.8	17.4	100	30	29.2	1750 RPM Max.

Approval by State Engineer: _____

Comments: _____

FORCE MAIN

Location City of Urbana, Carle Park Sewer Project

Hazen-Williams "C" factor used for Design 100

Type of Pipe D.I.P. Size 4" Pressure Class AWWA C-151

Type Joint Specified AWWA C-111

Force Main Length 780 Ft. Computed TDH 29.2 Ft. Rated TDH 30 Ft.

Velocity 2.6 Ft/sec. Minimum Cover Provided 2.5 Ft.

Are Blow-Offs Specified? No Air Relief Valves? No

Are Thrust Blocks and Retainers Provided Where Necessary? Yes

Approval by State Engineer: _____

Comments: _____

ENGINEER'S ESTIMATE OF CONSTRUCTION COSTS FOR:

CITY OF URBANA
 CARLE PARK SEWER PROJECT
 (CITY SECTION 189-LI)
 ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
 GRANT NO. C172445-02
 URBANA, CHAMPAIGN COUNTY, ILLINOIS

COMBINED GRANT ELIGIBLE AND NON-GRANT ELIGIBLE QUANTITIES

JUNE 4, 1980

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>COST</u>
1. Engineer's Field Office	15 Months	350.00	\$ 5,250.00
2. Exploratory Excavation	100 Cubic Yards	15.00	1,500.00
3. Granular Trench Backfill	13,900 Cubic Yards	15.00	208,500.00
4. Portland Cement Concrete Curb and Gutter Removal	1,975 Lineal Feet	3.00	5,925.00
5. Portland Cement Concrete Curb and Gutter Placement	445 Lineal Feet	15.00	6,675.00
6. Portland Cement Concrete Sidewalk Removal	9,826 Square Feet	.50	4,913.25
7. Portland Cement Concrete Sidewalk Placement (4 inch thickness)	10,086 Square Feet	2.25	22,694.63
8. Portland Cement Concrete Pavement Removal	7,438 Square Yards	4.00	29,754.00
9. Brick Pavement Removal and Replacement	15,515 Square Feet	4.00	62,061.20
10. 8-inch Thickness Portland Cement Concrete Base Course	2,995 Square Yards	23.00	68,885.00
11. 8-inch Thickness Portland Cement Concrete Surface Course	5,568 Square Yards	25.00	139,210.00
12. 6-inch Thickness Portland Cement Concrete Surface Course	62 Square Yards	22.00	1,364.00
13. CRS-2 Prime Coat	128 Gallons	2.00	256.80

Engineer's Estimate of Cost
Page Two

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>COST</u>
14. 1½-inch Thickness Bituminous Concrete Surface Course (Machine Method)	68 Tons	55.00	\$ 3,762.00
15. 1½-inch Thickness Bituminous Concrete Surface Course (Hand Method)	3 Tons	80.00	248.00
16. A-3 Bituminous Surface Placement	107 Square Yards	4.00	428.00
17. Temporary Surface over Trench	1,910 Cubic Yards	15.00	28,650.00
18. Thermoplastic Pavement Marking Line, 4-inch Wide, Yellow	1,000 Lineal Feet	4.00	4,000.00
19. Thermoplastic Pavement Marking Line, 6-inch Wide, White	1,050 Lineal Feet	5.00	5,250.00
20. 2-inch Diameter Galvanized Steel Conduit	60 Lineal Feet	6.00	360.00
21. 4-inch Thickness Topsoil Replacing Removed Pavement	623 Square Yards	1.50	934.50
22. Seeding and Fertilizing	219,175 Square Feet	.15	32,876.25
23. Sodding	0 Square Feet	.30	0.00
24. Existing Fence Removal and Replacement	550 Lineal Feet	10.00	5,500.00
25. Temporary Fence Placement and Removal	2,475 Lineal Feet	4.00	9,900.00
26. 10-inch Diameter Extra Strength Vitriified Clay Pipe (0 to 8 Feet)	846 Lineal Feet	24.00	20,304.00
27. 10-inch Diameter Extra Strength Vitriified Clay Pipe (8 to 10 Feet)	423 Lineal Feet	26.00	10,998.00

Engineer's Estimate of Cost
Page Three

	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>COST</u>
28.	8-inch Diameter Extra Strength Vitrified Clay Pipe (0 to 8 Feet)	4,238 Lineal Feet	18.00	\$ 76,284.00
29.	8-inch Diameter Extra Strength Vitrified Clay Pipe (8 to 10 Feet)	3,848 Lineal Feet	20.00	76,960.00
30.	8-inch Diameter Extra Strength Vitrified Clay Pipe (10 to 12 Feet)	1,363 Lineal Feet	22.00	29,986.00
31.	8-inch Diameter Extra Strength Vitrified Clay Pipe (12 to 14 Feet)	411 Lineal Feet	24.00	9,864.00
32.	8-inch Diameter Extra Strength Vitrified Clay Pipe (14 Feet and Over)	28 Lineal Feet	26.00	728.00
33.	6-inch Diameter Extra Strength Vitrified Clay Pipe	6,970 Lineal Feet	18.00	125,469.00
34.	Boring and Jacking 6-inch Diameter Service Connection	0 Lineal Feet	54.00	0.00
35.	10-inch Diameter Ductile Iron Pipe/Transition Gasket	54 Lineal Feet	35.00	1,890.00
36.	8-inch Diameter Ductile Iron Pipe/Transition Gasket	94 Lineal Feet	30.00	2,820.00
37.	6-inch Diameter Ductile Iron Pipe/Transition Gasket	24 Lineal Feet	22.00	528.00
38.	4-inch Diameter Ductile Iron Pipe	780 Lineal Feet	12.00	9,360.00
39.	12-inch Diameter Reinforced Concrete Storm Sewer Pipe	152 Lineal Feet	15.00	2,280.00
40.	10-inch Diameter Reinforced Concrete Storm Sewer Pipe	344 Lineal Feet	20.00	6,880.00

Engineer's Estimate of Cost
Page Four

	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>COST</u>
41.	10-inch Diameter Stub With Plug	1 each	150.00	\$ 150.00
42.	8-inch Diameter Stub With Plug	1 each	120.00	120.00
43.	6-inch Diameter Stub With Plug	22 each	100.00	2,200.00
44.	10-inch x 6-inch Wyes	9 each	100.00	900.00
45.	8-inch x 6-inch Wyes	189 each	85.00	16,065.00
46.	6-inch Diameter Extra Strength Vitrified Clay Pipe 30° Long Radius Bends	196 each	60.00	11,760.00
47.	Connection to Existing 8-inch Sanitary Sewer	1 each	300.00	300.00
48.	Connection to Existing 10-inch Sanitary Sewer	2 each	300.00	600.00
49.	6-inch Diameter Plugs	201 each	50.00	10,050.00
50.	4-inch Diameter Cast Iron 90° Bends with Appropriate Fittings	4 each	50.00	200.00
51.	4-inch Diameter Cast Iron Cross (MJ)	1 each	150.00	150.00
52.	4-inch Diameter Cast Iron Plug (MJ)	1 each	50.00	50.00
53.	4-inch x 4-inch Cast Iron Tee (MJ)	1 each	100.00	100.00
53.	4-inch Gate Valve	1 each	250.00	250.00
55.	4-inch Diameter Cast Iron Companion Flange	1 each	50.00	50.00
56.	4-inch Diameter Cast Iron Male Threaded Quick Coupler	1 each	150.00	150.00

Engineer's Estimate of Cost
Page Five

	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>COST</u>
57.	Duplex Pump Station (Complete)	1 each	40,000.00	\$ 40,000.00
58.	Wet Well (Complete)	1 each	2,500.00	2,500.00
59.	48-inch Diameter Outside Drop Manhole (#44)	1 each	1,700.00	1,700.00
60.	48-inch Diameter Inside Drop Manhole (#30)	1 each	1,400.00	1,400.00
61.	48-inch Diameter Sanitary Manhole Type "A"	47 each	1,200.00	56,400.00
62.	60-inch Diameter Sanitary Manhole Type "A"	1 each	1,300.00	1,300.00
63.	Conflict Storm Manhole	3 each	1,500.00	4,500.00
64.	48-inch Diameter Storm Manhole	5 each	1,000.00	5,000.00
65.	60-inch Diameter Storm Manhole	3 each	1,200.00	3,600.00
66.	24-inch Diameter Storm Inlet Type "A"	1 each	600.00	600.00
67.	Additional Depth of Manhole	55 Vertical Feet	150.00	8,355.00
68.	Manhole Removal	2 each	600.00	1,200.00
69.	Reconstruct Existing Manholes	25 each	1,000.00	25,000.00
70.	Grouting Abandoned Sewers and Manholes	50 Cubic Yards	300.00	15,000.00
71.	Disinfecting Existing Sanitary Sewers	15,650 Lineal Feet	.50	7,825.00
72.	Rodent Abatement	26 Manholes	600.00	15,600.00

Engineer's Estimate of Cost
Page Six

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>COST</u>
73. Environmental Protection Agency Project Identification Sign	1 each	500.00	500.00
Total Itemized Construction Costs for: City of Urbana Carle Park Sewer Project Combined Grant and Non-Grant Eligible Quantities			\$ 1,256,823.63
Five Percent (5%) Contingency for Unforeseen Miscellaneous Extras and Credits			\$ 62,841.37
Total Estimated Construction Cost for: City of Urbana Carle Park Sewer Project Combined Grant and Non-Grant Eligible Quantities			<u>\$ 1,319,665.00</u>

Respectfully Submitted This
4th Day of June, 1980

BERNS, CLANCY AND ASSOCIATES, P.C.

Thomas B, Berns
Illinois Professional Engineer #30889
Illinois Land Surveyor #2006

City of Urbana
Carle Park Sewer Project
(City Section 189-LI)
Illinois Environmental Protection Agency
Grant No. C172445-02
Urbana, Champaign County, Illinois

GRANT ELIGIBLE QUANTITIES

The final tabulation of items and quantities that follow has been developed as a part of the detailed, final design plans and specifications for the Carle Park Sanitary Sewer Project. These items specified as Grant Eligible, represent only those individual items and quantities that directly result from construction of the eight-inch and ten-inch diameter sanitary sewer main, installation of the proposed lift station - wet well and the abandonment and rehabilitation of the existing sanitary sewer system.

More specifically, Grant Eligible quantities comprise all items resulting from the construction of main sewers including pipe, manholes, wyes, utility conflicts, and also all trench items such as trench backfill, removal and replacement of street pavements, curb and gutter, sidewalks, topsoil, placement and removal of temporary surfaces above the trench, fence removal and replacement and seeding and fertilizing areas above the main line sewers. Installation of the lift station includes: delivery, installation and testing of the lift station - wet well; construction of the force main with all appropriate fillings, and performance of site grading, fertilizing and seeding of the area consistent with the City of Urbana and Urbana Park District site plans. Grant Eligible sewer rehabilitation quantities include grouting of various sewers to be abandoned, reconstruction of various existing manholes, disinfection of rehabilitated sewers, rodent abatement, and the disconnection of the converted sanitary sewers from the sanitary sewer system and connection of those rehabilitated sewers to the storm sewer system.

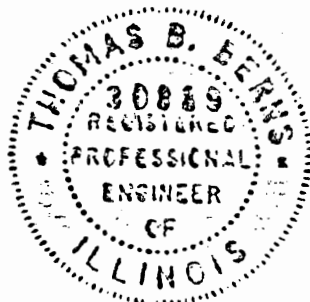
Other items that are generally required as a part of construction of the main line sewer such as the Environmental Protection Agency project sign and the engineer's field office are also included as Grant Eligible. Relocation of existing utilities such as storm sewers, electric, gas, telephone, and water that is required as a result of construction of Grant Eligible items shall also be considered Grant Eligible. Presently unforeseen miscellaneous extras and credits that may be required as set forth in the project contingency item as a part of the construction of Grant Eligible items are also considered Grant Eligible. Step III construction engineering, field staking and construction observation costs incurred on Grant Eligible items shall also be Grant Eligible.

Respectfully submitted,

BERNS, CLANCY AND ASSOCIATES, P.C.

Thomas B. Berns

Thomas B. Berns
Illinois Professional Engineer No. 30889
Illinois Registered Land Surveyor No. 2006



ENGINEER'S ESTIMATE OF CONSTRUCTION COSTS FOR:

CITY OF URBANA
 CARLE PARK SEWER PROJECT
 (CITY SECTION 189-LI)
 ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
 GRANT NO. C172445-02
 URBANA, CHAMPAIGN COUNTY, ILLINOIS

GRANT ELIGIBLE QUANTITIES
 JUNE 4, 1980

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>COST</u>
1. Engineer's Field Office	15 Months	350.00	\$ 5,250.00
2. Exploratory Excavation	100 Cubic Yards	15.00	1,500.00
3. Granular Trench Backfill	9,000 Cubic Yards	15.00	135,000.00
4. Portland Cement Concrete Curb and Gutter Removal	565 Lineal Feet	3.00	1,695.00
5. Portland Cement Concrete Curb and Gutter Placement	242 Lineal Feet	15.00	3,630.00
6. Portland Cement Concrete Sidewalk Removal	1,221 Square Feet	.50	610.50
7. Portland Cement Concrete Sidewalk Placement (4-inch Thickness)	1,481 Square Feet	2.25	3,332.25
8. Portland Cement Concrete Pavement Removal	6,417 Square Yards	4.00	25,668.00
9. Brick Pavement Removal and Replacement	12,240 Square Feet	4.00	48,960.00
10. 8-inch Thickness Portland Cement Concrete Base Course	2,577 Square Yards	23.00	59,271.00
11. 8-inch Thickness Portland Cement Concrete Surface Course	4,601 Square Yards	25.00	115,025.00
12. 6-inch Thickness Portland Cement Concrete Surface Course	62 Square Yards	22.00	1,364.00

Engineer's Estimate of Cost
 Grant Eligible Quantities
 Page Two

	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>COST</u>
13.	CRS-2 Prime Coat	123 Gallons	2.00 \$	246.00
14.	1½-inch Thickness Bituminous Concrete Surface Course (Machine Method)	68 Tons	55.00	3,762.00
15.	A-3 Bituminous Surface Placement	107 Square Yards	4.00	428.00
16.	Temporary Surface over Trench	1,600 Cubic Yards	15.00	24,000.00
17.	Thermoplastic Pavement Marking Line, 4-inch Wide, Yellow	1,000 Lineal Feet	4.00	4,000.00
18.	Thermoplastic Pavement Marking Line, 6-inch Wide, White	1,050 Lineal Feet	5.00	5,250.00
19.	2-inch Diameter Galvanized Steel Conduit	60 Lineal Feet	6.00	360.00
20.	4-inch Thickness Topsoil Replacing Removed Pavement	623 Square Yards	1.50	934.50
21.	Seeding and Fertilizing	93,850 Square Feet	.15	14,077.50
22.	Sodding	0 Square Feet	.30	0.00
23.	Existing Fence Removal and Replacement	100 Lineal Feet	10.00	1,000.00
24.	Tempoary Fence Placement and Removal	2,475 Lineal Feet	4.00	9,900.00
25.	10-inch Diameter Extra Strength Vitrified Clay Pipe (0. to 8 Feet)	846 Lineal Feet	24.00	20,304.00
26.	10-inch Diameter Extra Strength Vitrified Clay Pipe (8 to 10 Feet)	423 Lineal Feet	26.00	10,998.00

Engineer's Estimate of Cost
 Grant Eligible Quantities
 Page Three

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>COST</u>
27. 8-inch Diameter Extra Strength Vitrifified Clay Pipe (0 to 8 Feet)	4,238 Lineal Feet	18.00	\$ 76,284.00
28. 8-inch Diameter Extra Strength Vitrifified Clay Pipe (8 to 10 Feet)	3,848 Lineal Feet	20.00	76,960.00
29. 8-inch Diameter Extra Strength Vitrifified Clay Pipe (10 to 12 Feet)	1,363 Lineal Feet	22.00	29,986.00
30. 8-inch Diameter Extra Strength Vitrifified Clay Pipe (12 to 14 Feet)	411 Lineal Feet	24.00	9,864.00
31. 8-inch Diameter Extra Strength Vitrifified Clay Pipe (14 Feet and Over)	28 Lineal Feet	26.00	728.00
32. 6-inch Diameter Extra Strength Vitrifified Clay Pipe	63 Lineal Feet	18.00	1,134.00
33. 10-inch Diameter Ductile Iron Pipe/Transition Gasket	54 Lineal Feet	35.00	1,890.00
34. 8-inch Diameter Ductile Iron Pipe/Transition Gasket	94 Lineal Feet	30.00	2,820.00
35. 6-inch Diameter Ductile Iron Pipe/Transition Gasket	24 Lineal Feet	22.00	528.00
36. 4-inch Diameter Ductile Iron Pipe	780 Lineal Feet	12.00	9,360.00
37. 12-inch Diameter Reinforced Concrete Storm Sewer Pipe	152 Lineal Feet	15.00	2,280.00
38. 10-inch Diameter Reinforced Concrete Storm Sewer Pipe	344 Lineal Feet	20.00	6,880.00

Engineer's Estimate of Cost
 Grant Eligible Quantities
 Page Four

	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>COST</u>
39.	10-inch Diameter Stub With Plug	1 each	150.00	\$ 150.00
40.	8-inch Diameter Stub With Plug	1 each	120.00	120.00
41.	6-inch Diameter Stub With Plug	22 each	100.00	2,200.00
42.	10-inch x 6-inch Wyes	9 each	100.00	900.00
43.	8-inch x 6-inch Wyes	189 each	85.00	16,065.00
44.	4-inch Diameter Cast Iron 90° Bends with Appropriate Fittings	4 each	50.00	200.00
45.	4-inch Diameter Cast Iron Cross (MJ)	1 each	150.00	150.00
46.	4-inch Diameter Cast Iron Plug (MJ)	1 each	50.00	50.00
47.	4-inch x 4-inch Cast Iron Tee(MJ)	1 each	100.00	100.00
48.	4-inch Gate Valve	1 each	250.00	250.00
49.	4-inch Diameter Cast Iron Companion Flange	1 each	50.00	50.00
50.	4-inch Diameter Cast Iron Male Threaded Quick Coupler	1 each	150.00	150.00
51.	Duplex Pump Station (Complete)	1 each	40,000.00	40,000.00
52.	Wet Well (Complete)	1 each	2,500.00	2,500.00
53.	48-inch Diameter Outside Drop Manhole (#44)	1 each	1,700.00	1,700.00
54.	48-inch Diameter Inside Drop Manhole (#30)	1 each	1,400.00	1,400.00
55.	48-inch Diameter Sanitary Manhole Type "A"	47 each	1,200.00	\$ 56,400.00
56.	60-inch Diameter Sanitary Manhole Type "A"	1 each	1,300.00	1,300.00

Engineer's Estimate of Cost
 Grant Eligible Quantities
 Page Five

	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>COST</u>
57.	Conflict Storm Manhole	3 each	1,500.00	4,500.00
58.	48-inch Diameter Storm Manhole	5 each	1,000.00	5,000.00
59.	60-inch Diameter Storm Manhole	3 each	1,200.00	3,600.00
60.	24-inch Diameter Storm Inlet Type "A"	1 each	600.00	600.00
61.	Additional Depth of Manhole	55 Vertical Feet	150.00	8,355.00
62.	Manhole Removal	2 each	600.00	1,200.00
63.	Reconstruct Existing Manholes	25 each	1,000.00	25,000.00
64.	Grouting Abandoned Sewers and Manholes	50 Cubic Yards	300.00	15,000.00
65.	Disinfecting Existing Sanitary Sewers	15,650 Lineal Feet	.50	7,825.00
66.	Rodent Abatement	26 Manholes	600.00	15,600.00
67.	Environmental Protection Agency Project Identification Sign	1 each	500.00	500.00

Total Itemized Construction Costs for:
 City of Urbana Carle Park Sewer Project
 Grant Eligible Quantities \$ 926,144.75

Five Percent (5%) Contingency for Unforeseen
 Miscellaneous Extras and Credits \$ 46,307.25

Total Estimated Construction Costs for:
 City of Urbana Carle Park Sewer Project
 Grant Eligible Quantities \$ 972,452.00

Respectfully Submitted This
 4th Day of June, 1980

BERNS, CLANCY AND ASSOCIATES, P.C.

Thomas B. Berns
 Illinois Professional Engineer #30889
 Illinois Registered Land Surveyor #2006

City of Urbana
Carle Park Sewer Project
(City Section 189-LI)
Illinois Environmental Protection Agency
Grant No. C172445-02
Urbana, Champaign County, Illinois

NON-GRANT ELIGIBLE QUANTITIES

The final tabulation of items and quantities that follow have been developed as a part of the detailed, final design plans and specifications for the Carle Park Sanitary Sewer Project. These items specified as Non-Grant Eligible, represent those individual items and quantities that result from construction of the six-inch private service laterals and all associated trench items.

The Non-Grant Eligible private service laterals include the 30° long radius bends as well as all six-inch diameter sanitary sewer pipe. Trench quantities include trench backfill, removal and replacement of street pavements, curb and gutter; and sidewalk between the main line sewer and the property line. Removal and replacement of fences; brick, stone, or wood retaining walls; and shrubs required as a portion of sanitary service line construction shall be considered as Non-Grant Eligible. Topsoil removal and replacement, fertilizing and seeding of areas above the six-inch service connections are also considered as Non-Grant Eligible.

One house on Washington Street and two houses on Michigan Avenue are to be provided with new private sanitary services connected to existing main line sanitary sewers. All material and labor required to tap into an existing main sewer for a new service lateral is also entirely included within the Non-Grant Eligible quantities. Relocation of existing utilities such as storm sewers, electric, gas, telephone and water that is required as a result of construction of Non-Grant Eligible items shall also be considered Non-Grant Eligible. Presently unforeseen miscellaneous extras and credits that may be required as a part of construction of Non-Grant Eligible items are also considered Non-Grant Eligible as set forth in the project contingency item. Construction engineering, field staking and construction observation performed on Non-Grant Eligible items shall also be Non-Grant Eligible.

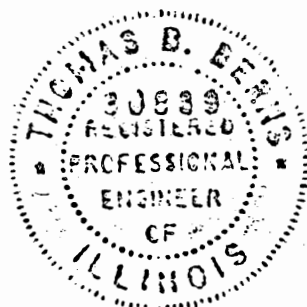
Construction items and costs for private service connections from the property line to the house are not included in this project in any fashion and all costs for that construction will be borne by each individual homeowner. All work performed to connect each house to the new sewer system will be totally absorbed by the homeowner but shall be subject to the complete inspection of the City of Urbana, and those associated costs do not appear as either Grant Eligible or Non-Grant Eligible items.

Respectfully submitted,

BERNS, CLANCY AND ASSOCIATES, P.C.

Thomas B. Berns

Thomas B. Berns
Illinois Professional Engineer No. 30889
Illinois Registered Land Surveyor No. 2006



ENGINEER'S ESTIMATE OF CONSTRUCTION COSTS FOR:

CITY OF URBANA
 CARLE PARK SEWER PROJECT
 (CITY SECTION 189-LI)
 ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
 GRANT NO. C172445-02
 URBANA, CHAMPAIGN COUNTY, ILLINOIS

NON-GRANT ELIGIBLE QUANTITIES

JUNE 4, 1980

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>COST</u>
1. Granular Trench Backfill	4,900 Cubic Yards	15.00	\$ 73,500.00
2. Portland Cement Concrete Curb and Gutter Removal	1,410 Lineal Feet	3.00	4,230.00
3. Portland Cement Concrete Curb and Gutter Placement	203 Lineal Feet	15.00	3,045.00
4. Portland Cement Concrete Sidewalk Removal	8,605 Square Feet	.50	4,302.75
5. Portland Cement Concrete Sidewalk Placement (4-inch Thickness)	8,605 Square Feet	2.25	19,362.38
6. Portland Cement Concrete Pavement Removal	1,021 Square Yards	4.00	4,086.00
7. Brick Pavement Removal And Replacement	3,275 Square Feet	4.00	13,101.20
8. 8-inch Thickness Portland Cement Concrete Base Course	418 Square Yards	23.00	9,614.00
9. 8-inch Thickness Portland Cement Concrete Surface Course	967 Square Yards	25.00	24,185.00
10. 6-inch Thickness Portland Cement Concrete Surface Course	0 Square Yards	22.00	0.00
11. CRS-2 Prime Coat	5 Gallons	2.00	10.80
12. 1½-inch Thickness Bituminous Concrete Surface Course (Hand Method)	3 Tons	80.00	248.00

Engineer's Estimate of Cost
 Non-Grant Eligible Quantities
 Page Two

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>COST</u>
13. Temporary Surface over Trench	310 Cubic Yards	15.00	\$ 4,650.00
14. Seeding and Fertilizing	125,325 Square Feet	.15	18,798.75
15. Sodding	0 Square Feet	.30	0.00
16. Existing Fence Removal and Replacement	450 Lineal Feet	10.00	4,500.00
17. 6-inch Diameter Extra Strength Vitrified Clay Pipe	6,907 Lineal Feet	18.00	124,335.00
18. Boring and Jacking 6-inch Diameter Service Connection	0 Lineal Feet	54.00	0.00
19. 6-inch Diameter Extra Strength Vitrified Clay Pipe 30° Long Radius Bends	196 each	60.00	11,760.00
20. Connection to Existing 8-inch Sanitary Sewer	1 each	300.00	300.00
21. Connection to Existing 10-inch Sanitary Sewer	2 each	300.00	600.00
22. 6-inch Diameter Plugs	201 each	50.00	10,050.00
Total Itemized Construction Costs for: City of Urbana Carle Park Sewer Project Non-Grant Eligible Quantities			\$ 330,678.88
Five Percent (5%) Contingency for Unforeseen Miscellaneous Extras and Credits			\$ 16,534.12
Total Estimated Construction Costs for: City of Urbana Carle Park Sewer Project Non-Grant Eligible Quantities			<u>\$ 347,213.00</u>

Respectfully Submitted This
 4th Day of June, 1980

BERNS, CLANCY AND ASSOCIATES, P.C.

Thomas B. Berns
 Illinois Professional Engineer #30889
 Illinois Land Surveyor #2006

City of Urbana
Carle Park Sewer Project
(City Section 189-LI)
Illinois Environmental Protection Agency
Grant No. C172445-02
Urbana, Champaign County, Illinois

COST SUMMARY
FEDERAL SHARE SUMMARIZATION
STEP III GRANT APPLICATION

August 19, 1980

Grant Eligible Construction Costs:

Itemized Costs:	\$	926,144.75	
5% Contingency:	\$	46,307.25	
Total Estimated:	\$	972,452.00	\$ 972,452.00

Grant Eligible Engineering Costs:

Itemized Costs:	\$	72,547.00	
5% Contingency:	\$	3,628.00	
Total Estimated:	\$	76,175.00	\$ 76,175.00

TOTAL Estimated Grant Eligible Items in Project: \$ 1,048,627.00

Estimated Grant Funds Requested
(at 75% funding)

(\$ 1,048,627.00 x 75%) \$ 786,470.00

City of Urbana
Carle Park Sewer Project
(City Section 189-LI)
Illinois Environmental Protection Agency
Grant No. C172445-02
Urbana, Champagin County, Illinois

COST SUMMARY
LOCAL SHARE SUMMARIZATION
STEP III GRANT APPLICATION
August 19, 1980

Non-Grant Eligible Construction Costs:

Itemized Costs:	\$ 330,678.88	
5% Contingency:	\$ 16,534.12	
Total Estimated:	\$ 347,213.00	\$ 347,213.00

Non-Grant Eligible Engineering Costs:

Itemized Costs:	\$ 25,903.00	
5% Contingency:	\$ 1,295.00	
Total Estimated:	\$ 27,198.00	\$ 27,198.00

Non-Grant Eligible Legal and Administrative Costs:

Itemized Costs:	\$ 58,510.00	
5% Contingency:	\$ 2,926.00	
Total Estimated:	\$ 61,436.00	\$ 61,436.00

Local Share of Estimated Grant Eligible Construction Costs:

(25% of \$ 972,452.00) \$ 243,113.00

Local Share of Estimated Grant Eligible Engineering Costs:

(25% of \$ 76,175.00) \$ 19,044.00

TOTAL Estimated Local Share for Carle Park Sewer Project: \$ 698,004.00

City of Urbana
 Carle Park Sewer Project
 (City Section 189-LI)
 Illinois Environmental Protection Agency
 Grant No. C172445-02
 Urbana, Champaign County, Illinois

ANTICIPATED COST BREAKDOWN
 AND GRANT PAYMENT SCHEDULE
 FOR ENGINEERING COSTS

September 3, 1980

Anticipated Construction Month	Total Engineering Costs	Estimated Grant Eligible Costs	Estimated Non-Grant Eligible Costs	*Estimated Local Share	Estimated Grant Funding 75% Grant Eligible
1981:					
1 January	\$ 5,000.00	\$ 3,685.00	\$ 1,315.00	\$ 2,236.25	\$ 2,763.75
2 February	3,000.00	2,210.00	790.00	1,342.50	1,657.50
3 March	3,000.00	2,210.00	790.00	1,342.50	1,657.50
4 April	4,000.00	2,950.00	1,050.00	1,787.50	2,212.50
5 May	8,000.00	5,895.00	2,105.00	3,578.75	4,412.25
6 June	5,000.00	3,685.00	1,315.00	2,236.25	2,763.75
7 July	7,000.00	5,160.00	1,840.00	3,130.00	3,870.00
8 August	7,000.00	5,160.00	1,840.00	3,130.00	3,870.00
9 September	7,000.00	5,160.00	1,840.00	3,130.00	3,870.00
10 October	6,000.00	4,420.00	1,580.00	2,685.00	3,315.00
11 November	5,000.00	3,685.00	1,315.00	2,236.25	2,763.75
12 December	4,000.00	2,950.00	1,050.00	1,787.50	2,212.50
1982:					
13 January	3,000.00	2,210.00	790.00	1,342.50	1,657.50
14 February	3,000.00	2,210.00	790.00	1,342.50	1,657.50
15 March	5,000.00	3,685.00	1,315.00	2,236.25	2,763.75
16 April	5,000.00	3,685.00	1,315.00	2,236.25	2,763.75
17 May	6,000.00	4,420.00	1,580.00	2,685.00	3,315.00
18 June	12,450.00	9,180.00	3,270.00	5,565.00	6,885.00
TOTALS	\$ 98,450.00	\$ 72,560.00	\$ 25,390.00	\$ 44,030.00	\$ 54,420.00

*Estimated Local Share
 = Non-Grant Eligible Costs + 25% Grant Eligible Costs

Respectfully submitted,
 BERNs, CLANCY AND ASSOCIATES, P.C.
Thomas B. Berns
 Thomas B. Berns
 Illinois Registered Engineer No. 30889
 Urbana, Illinois

A RESOLUTION
ASCERTAINING PREVAILING WAGES
FOR THE PERIOD OF JULY 1, 1980 TO JUNE 30, 1981

WHEREAS, the State of Illinois has enacted "An ACT regulating wages of laborers, mechanics and other workmen employed in any public works by the State, county, city or any public body or any political subdivision or by any one under contract for public works," approved June 26, 1941, as amended, being Section 39s-1 through 39s-12, Chapter 48, Illinois Revised Statutes, 1979; and

WHEREAS, the aforesaid Act requires that the City Council of the City of Urbana investigage and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workmen in the locality of said City employed in performing construction of public works, for said City, exclusive of maintenance work.

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

Section 1. To the extent and as required by "An Act regulating wages of laborers, mechanics and other workmen employed in any public works by the State, county, city or any public body or any political subdivision or by any one under contract for public works," approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workmen engaged in the construction of public works coming under the jurisdiction of the City of Urbana is hereby ascertained to be the same as the prevailing rate of wages for construction work in the Champaign County area as determined by the Department of Labor of the State of Illinois as of June, 1980, a copy of that determination being attached hereto and incorporated herein by reference. The definition of any terms appearing in this Resolution which are also used in aforesaid Act shall be the same as in said Act.

Section 2. Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of the City of Urbana to the extent required by the aforesaid Act.

Section 3. The City Clerk shall publicly post or keep available for inspection by any interested party in the City Clerk's Office of this City this determination of such prevailing rate of wage.

Section 4. The City Clerk shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed, or file their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workmen whose wages will be affected by such rates.

Section 5. The City Clerk shall promptly file a certified copy of this Resolution with the Secretary of State of the State of Illinois.

Section 6. The City Clerk shall cause to be published in a newspaper of general circulation within the area a copy of this Resolution, and such publication shall constitute notice that the determination is effective and that this is the determination of this public body.

PASSED by the City Council this 16th day of June, 1980.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

APPROVED by the Mayor this 18th day of June, 1980.

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

CERTIFICATE OF PUBLICATION

I, RUTH S. BROOKENS, City Clerk, City of Urbana, Illinois, do herewith certify that I caused the above Ordinance to be duly published in the Champaign-Urbana News-Gazette on the 1st day of July, 1980.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

ALAN J. DIXON
SECRETARY OF STATE



CITY OF URBANA, ILL.
RECEIVED

JUN 27 1980

CITY CLERK'S OFFICE

OFFICE OF THE SECRETARY OF STATE
SPRINGFIELD, ILLINOIS 62756

June 25, 1980

City of Urbana
400 South Vine Street
Urbana, Illinois 61801

Dear Sir:

Receipt is hereby acknowledged of the certified copy of the Resolution setting forth the general prevailing rate of wages as adopted by the CITY COUNCIL OF THE CITY OF URBANA, CHAMPAIGN COUNTY and same has been placed on file as of June 25, 1980.

Yours truly,


JOHN HOFFERKAMP
Deputy Director

INDEX DEPARTMENT
JH:na

RESOLUTION NO. 7980-R36
A RESOLUTION
ASCERTAINING PREVAILING WAGES
FOR THE PERIOD OF JULY 1, 1980 TO JUNE 30, 1981

WHEREAS, the State of Illinois has enacted "An ACT regulating wages of laborers, mechanics and other workmen employed in any public works by the State, county, city or any public body or any political subdivision or by any one under contract for public works," approved June 26, 1941, as amended, being Section 39s-1 through 39s-12, Chapter 48, Illinois Revised Statutes, 1979; and
WHEREAS, the aforesaid Act requires that the City Council of the City of Urbana investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workmen in the locality of said City employed in performing construction of public works, for said City, exclusive of maintenance work.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:
Section 1. To the extent and as required by "An Act regulating wages of laborers, mechanics and other workmen employed in any public works by the State, county, city or any public body or any political subdivision or by any one under contract for public works," approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workmen engaged in the construction of public works coming under the jurisdiction of the City of Urbana is hereby ascertained to be the same as the prevailing rate of wages for construction work in the Champaign County area as determined by the Department of Labor of the State of Illinois as of June, 1980, a copy of that determination being attached hereto and incorporated herein by reference. The definition of any terms appearing in this Resolution which are also used in aforesaid Act shall be the same as in said Act.

Section 2. Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of the City of Urbana to the extent required by the aforesaid Act.

Section 3. The City Clerk shall publicly post or keep available for inspection by any interested party in the City Clerk's Office of this City this determination of such prevailing rate of wage.

Section 4. The City Clerk shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed, or file their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workmen whose wages will be affected by such rates.

Section 5. The City Clerk shall promptly file a certified copy of this Resolution with the Secretary of State of the State of Illinois.

Section 6. The City Clerk shall cause to be published in a newspaper of general circulation within the area a copy of this Resolution, and such publication shall constitute notice that the determination is effective and that this is the determination of this public body.

PASSED by the City Council this 16th day of June, 1980.

APPROVED by the Mayor this 18th day of June, 1980.

Ruth S. Brookens, City Clerk

Jeffrey T. Markland, Mayor

ILLINOIS DEPARTMENT OF LABOR
CONCILIATION AND MEDIATION SERVICE
PREVAILING WAGES FOR CONSTRUCTION TRADES

These prevailing wages shall be included in the advertised specifications for every contract to which any public body, as defined in Chapter 48, Section 39-5, Ill. Rev. Stat., is a party. For construction and/or repair, including painting and redecorating, of public buildings or public works within the state of Illinois which requires or involves the employment of mechanics and/or laborers, the minimum wages, overtime rate and fringe benefits certified herein shall be paid and the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of work.

RATES FOR THE COUNTY OF CHAMPAIGN, EFFECTIVE AS OF 6/02/80

NAME OF TRADE	RG TYP	C L S	HOURLY RATES		WKLY HRS	OVERTIME RATE			HRLY FRINGE RATES		
			BASIC	FORMN		WKDY.	SA.	SU-HL.	WELFR	PENSN	VACTN
ASBESTOS WRKRS	BLD		15.050		40.0	2.0	2.0	2.0	.500	1.200	.000
BOILERMAKERS	BLD		13.650	14.650	40.0	2.0	2.0	2.0	1.175	1.000	.000
BRICKLAYERS	BLD		12.450	13.450	40.0	2.0	2.0	2.0	.450	.500	.000
CARPENTERS	BLD		13.555	14.555	40.0	2.0	2.0	2.0	.550	1.200	.000
CARPENTERS	HWY		12.365	13.115	40.0	2.0	2.0	2.0	.450	1.100	.000
MILLWRIGHTS	BLD		14.055	15.055	40.0	2.0	2.0	2.0	.550	1.200	.000
MILLWRIGHTS	HWY		12.865	13.615	40.0	2.0	2.0	2.0	.450	1.100	.000
PILEDRIERS	BLD		14.055	15.055	40.0	2.0	2.0	2.0	.550	1.200	.000
PILEDRIERS	HWY		12.865	13.615	40.0	2.0	2.0	2.0	.450	1.100	.000
CEMENT MASONS	BLD		13.325	13.725	40.0	2.0	2.0	2.0	.450	.000	.000
CEMENT MASONS	HWY		12.925	13.325	40.0	1.5	1.5	1.5	.450	.000	.000
ELECTRICIANS	BLD		13.450	14.800	40.0	2.0	2.0	2.0	.500	.400	.000
DLVTR CNSTRCTRS	BLD		12.060	13.570	40.0	2.0	2.0	2.0	1.045	.690	.000
GLAZIERS	N BLD		13.910	14.660	40.0	2.0	2.0	2.0	.600	.300	.000
GLAZIERS	S BLD		11.240	12.140	40.0	1.5	2.0	2.0	.450	.500	.000
IRON WORKERS	ALL		12.150	13.150	40.0	2.0	2.0	2.0	.650	1.000	.000
LABORERS	BLD		12.350	13.100	40.0	2.0	2.0	2.0	.700	.400	.000
LABORERS	HWY		12.600	13.350	40.0	1.5	1.5	2.0	.700	.400	.000
LATHERS	BLD		11.990	12.750	40.0	2.0	2.0	2.0	.450	.500	.000
MARBLE WORKERS	BLD		13.300	14.150	40.0	2.0	2.0	2.0	.600	.000	.000
OPER. ENGINEERS	BLD	1	12.650	40.0	40.0	1.5	1.5	2.0	.750	.750	.000
OPER. ENGINEERS	BLD	2	8.000	40.0	40.0	1.5	1.5	2.0	.750	.750	.000
OPER. ENGINEERS	HWY	1	12.650	40.0	40.0	1.5	1.5	2.0	.750	.750	.000
OPER. ENGINEERS	HWY	2	8.000	40.0	40.0	1.5	1.5	2.0	.750	.750	.000
PAINTERS	BLD	1	13.670	14.670	40.0	1.5	1.5	1.5	.550	.400	.000
PLUMBERS, FITTERS	BLD		13.500	14.750	40.0	2.0	2.0	2.0	.500	1.300	.000
PLUMBERS, FITTERS	RES		9.000	9.500	40.0	2.0	2.0	2.0	.500	.350	.000
PLASTERERS	BLD		12.515	12.915	40.0	2.0	2.0	2.0	.450	.000	.000
SPRINKLR FITTRS	BLD		13.330	14.330	40.0	2.0	2.0	2.0	.750	1.050	.000
ROOFERS	BLD		13.490	14.140	40.0	1.5	1.5	2.0	.700	.450	.000
SHEETMTL WRKRS	BLD		13.100	14.050	40.0	2.0	2.0	2.0	.600	.670	.000
TERRAZO WRKRS	BLD		11.700	12.700	40.0	2.0	2.0	2.0	.600	.000	.000
TILE WORKERS	BLD		13.300	14.150	40.0	2.0	2.0	2.0	.000	.000	.000
TRUCK DRIVERS	ALL	1	12.275	40.0	40.0	1.5	1.5	2.0	.850	1.025	.000
TRUCK DRIVERS	ALL	2	12.675	40.0	40.0	1.5	1.5	2.0	.850	1.025	.000
TRUCK DRIVERS	ALL	3	12.875	40.0	40.0	1.5	1.5	2.0	.850	1.025	.000
TRUCK DRIVERS	ALL	4	13.125	40.0	40.0	1.5	1.5	2.0	.850	1.025	.000

Publisher's fee \$ 144.02

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PROFESSIONAL SERVICE CONTRACT

Parties to Contract

THIS AGREEMENT, made and entered into this 4th day of September, A.D., 1980, by and between the CITY OF URBANA, ILLINOIS, hereinafter referred to as the "Owner" and BERNS, CLANCY AND ASSOCIATES, PROFESSIONAL CORPORATION, CONSULTING ENGINEERS, hereinafter referred to as the "Engineer", WITNESSETH:

Authorization of Contract

The Owner by resolution duly passed and adopted by its proper officers on the _____ day of _____ August _____, 1980, authorized and directed the employment of the Engineer to represent the Owner in all matters pertaining to construction engineering, general project observation and field staking services for the construction of improvements described hereafter.

For and in consideration of the mutual promises and agreements of the parties hereto, it is agreed as follows:

Description of Project

Paragraph 1--Description of Project

The project covered under this Agreement consists of improvements to publicly owned sanitary systems in the Carle Park Area of Urbana, Illinois, which were shown to be cost-effective to rehabilitate, according to the Sewer System Evaluation Survey of December, 1976, prepared for the Urbana & Champaign Sanitary District.

Plans and Specifications have been prepared for the sewer rehabilitation and inflow elimination as a part of EPA Grant No. C172445-02.

Services

Paragraph 2--Services

The Engineer shall perform services as follows:

A. The preconstruction and staking phase of the project will include the following items as directed by the City Administration and staff:

1. Review shop and/or working drawings furnished by contractors and suppliers to insure compliance with design requirements of the plans and specifications as to the quality of materials and performance of work.

2. Consult with the contractor relative to interpretation of drawings and specifications, and require the establishment of satisfactory construction schedules where time limits are essential.

3. Provide line and grade staking and related instructions to the contractor to guide the construction and to assure compliance with the plans and specifications.

4. Attend pre-construction and public information meetings as directed by the Owner.

5. Preparation of bidding forms, preparation of performance bonds and contract forms in conjunction with the Owner's Attorney.

6. Preparation and circulation of a list of presumably qualified bidders for the project; assistance in advertising for construction bids; providing the bidders with copies of the plans, specifications, proposal forms and pertinent instructions and interpretations of the documents as needed.

7. Provide ten (10) sets of plans and specifications to the Owner for his use.

8. Provide thrity (30) sets of plans and specifications for bidding purposes.

9. Assistance in the receipt, tabulation and evaluation of construction proposals, and advice concerning award of contracts.

10. Coordination with appropriate public utilities and agencies concerning the design of the project including the Urbana & Champaign Sanitary District and the Illinois Environmental Protection Agency.

B. The construction observation phase will include the following items as directed by the Owner.

1. Provide general guidance of construction by instructions to the contractor and periodic review of the work as it progresses.

2. Provide weekly progress reports and project status data to the Owner throughout the course of the project.

3. Prepare supplementary drawings required during the course of construction to illustrate details or to indicate changes, and issue "change orders" as necessary.

4. Prepare pay estimates for partial payments as the work progresses, compute final installed quantities, and prepare extras and final payment certificates.

5. Perform overall final review of the project. During the final review period, witness (or perform) the checking of the performance of any installed facilities.

6. Prepare "as built" drawings, by revisions of the original drawings and provide copies to the Owner.

7. Provide on-site resident observation throughout the course of the actual construction work. These qualified technicians will observe and record the conditions and manner of performance of the construction work and will carry on or observe tests as required. They will assist with interpretation of the plans and specifications in the field and will provide daily liaison between the contractor and the engineer. One or more inspectors will be furnished depending upon the contractor's work methods and construction schedule.

8. Perform routine material inspections as required by the specifications.

9. Assist Owner in any other work normally required during the course of the project.

Services Excluded

Items of work which are specifically excluded are: soils engineering; property surveys; preparation of easement and right-of-way legal documents; preparation of grant forms and documents; preparation of documents for alternate bids requested by the Owner for work which is not executed; services during readvertisement for bids; revision to or preparation of new ordinances; user charge or industrial cost recovery studies; operation and maintenance manuals; feasibility studies involving detailed financial or unusual technical factors; flow gauging, test borings or other explorations or sampling; laboratory inspections or tests of materials, or their products and processes; calculations for special assessments; court testimony; special assistance in financing including preparation of applications or supporting documents for financing; television inspection services of the old existing sewers and for the new sewers after construction; any other services not specifically mentioned or implied in the foregoing items which are requested by the Owner.

In the event these services are required, the Owner and the Engineer shall negotiate the cost of said services and the Owner shall authorize the additional services in writing.

Time of Completion

Paragraph 3--Time of Completion

The Engineer shall complete the work under Paragraph 2(A) and 2(B) within eighteen (18) months of the date of this contract or as soon after the completion of the construction project as practical.

Personnel and Facilities Required

Paragraph 4--Personnel and Facilities Required

The Engineer shall provide a project team to include the following skills:

- A. Project Engineer
- B. Civil-Sanitary Engineer(s)
- C. Structural Engineer(s)
- D. Mechanical Engineer(s)
- E. Electrical Engineer(s)
- F. Survey Technicians
- G. Engineering Technicians
- H. Construction Observers
- I. Draftspersons
- J. Clerk-Typist

The number of personnel utilized shall be adequate to complete the project in accordance with the schedule contained herein.

The Engineer shall provide all facilities required for the completion of the services involved including office space and facilities, vehicles and survey instruments.

Subcontracting

Paragraph 5--Subcontracting

Subcontracts, approved by the Owner, do not exceed 30 percent (30%) of the contract price. Various vendors may supply printing, transportation, communications, computer services and expendable materials. There shall be no mark-up for the purpose of billing it to the Owner.

Compensation

Paragraph 6--Compensation for Service as Described Through B-7

Actual cost (including overhead) not to exceed \$ 85,700.00, plus a fixed fee of \$ 12,750.00. Total cost shall not exceed \$ 98,450.00.

Invoicing

A. Compensation for services rendered shall be due and payable monthly and shall be computed upon invoices submitted by the Engineer. Said compensation shall be computed in the following manner:

1. Direct labor (man hour) costs actually incurred times a provisional multiplier of 2.40 to cover indirect costs (overhead), plus;
2. Direct costs actually incurred including transportation, per diem, print costs, telephone expense, meter and equipment rental, plus;
3. A percentage of the fixed fee (profit) based upon the Engineer's Estimate of the percent completion of the project.

Final costs for the project shall be established by an audit of project and accounting records of the Engineer and his subcontractors. Upon completion of this audit compensation for costs incurred shall be adjusted and payment made or returned.

B. Invoices shall be due and payable, in full, less 10 percent (10%) retainage, upon submittal. Should invoices remain unpaid thirty (30) days after submittal they shall be subject to an interest charge of 18% (annual rate) on the unpaid balance due. When it is determined that the retained amount is in excess of that necessary to insure completion, the Owner shall reduce the retainage and release the overage of the retained funds.

Owner's Responsibilities

Paragraph 7--Owner's Responsibilities

Throughout the course of the work on the project, the Owner shall:

A. Notify the Engineer in writing to proceed with the work described herein.

B. Provide full information as to the requirements for the project.

C. Assist the Engineer by placing at his disposal, all available information pertinent to the site of the project, including previous reports, records, drawings, maps and other data which may be useful to the Engineer in the review and construction of the project.

D. Provide access by reasonable means for the Engineer to enter upon public and private lands as required for the Engineer to perform his work under this Agreement.

E. Promptly examine all studies, reports, sketches, estimates, drawings, specifications, proposals and other documents presented by the Engineer and render in writing, when required, decisions pertaining thereto within a reasonable time so as not to delay the work on the Engineer.

F. Designate in writing a person to act as the Owner's representative whom the Engineer may contact with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define the Owner's policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement.

G. Provide such routine legal, accounting and insurance consulting services as may be required for the project.

H. Give prompt written notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the project.

I. With the assistance of the Engineer obtain approval of all governmental authorities having jurisdiction over the project and such approvals and consents from such other individuals or bodies as may be necessary for completion of the project.

Estimates

Paragraph 8--Estimates

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

Insurance

Paragraph 9--Insurance

The Engineer shall maintain such insurances as will protect him from claims under the Workman's Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of his work.

Indemnification

Paragraph 10--Indemnification

The Engineer shall be indemnified in full by Owner for any loss or claim of any nature or expenses incidental thereto, including attorney's fees and costs, resulting from the failure of any other party working on this project to (1) correctly and fully comply with the directions of the Engineer or (2) use reasonable care in the method or sequence of operation of said project. It is agreed, due to the size and scope of this project, that the failure of Engineer to observe either of the conditions set out in this Paragraph shall not limit or lessen this indemnification, provided the Engineer is exercising due and reasonable care.

Delay of Contract

Paragraph 11--Delay of Contract

Paragraphs contained herein which relate to fees, completion dates, time schedules, interest rates, and similar matters are based upon conditions prevailing at time of contract negotiations. In the event that a period of more than six (6) months is permitted to lapse between the presentation of this document to the Owner and the time at which the Engineer is given authority to proceed, this instrument will be subject to review. Recognition of the need for such a review will not, in itself, be a basis for voiding this document.

Successors and Assigns

Paragraph 12--Successors and Assigns

The Owner and the Engineer each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as below, neither the Owner or the Engineer shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

General

A. The Owner and the Engineer agree that the following provisions shall apply to the Environmental Protection Agency Grant Eligible work to be performed under this agreement and that such provisions shall supersede any conflicting provisions of this agreement.

B. The work under this agreement is funded in part by a grant from the United States Environmental Protection Agency. Neither the United States for the United States Environmental Protection Agency (hereinafter, "EPA") is a party to this Agreement. This Agreement which covers Grant Eligible work is subject to regulations contained in 40 CFR 35.936, 35.937, and 35.939 in effect on the date on execution of this Agreement. As used in these clauses, the words "the date of execution of this Agreement" mean the date of execution of this Agreement and any subsequent modification of the terms, compensation or scope of services pertinent to unperformed work.

C. The rights and remedies of the Owner provided for in these clauses are in addition to any other rights and remedies provided by law or under this Agreement.

D. In accordance with Federal Policy and Environmental Protection Agency regulation, the Engineer shall attempt to achieve the current local goal for Minority Business Enterprise participation in the engineering portion of this project.

Responsibility of the Engineer

A. The Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all construction engineering, field staking, construction observation, material inspection, reports, and other services furnished by the Engineer under this Agreement. This Engineer shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in his designs, drawings, specifications, reports and other services.

B. The Engineer shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement and applicable EPA requirements in effect on the date of execution of this Agreement.

C. Approval by the Owner or EPA of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the Engineer of responsibility for the technical adequacy of his work. Neither the Owner's nor EPA's review, approval or acceptance of, nor payment for any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

D. The Engineer shall be and remain liable in accordance with applicable law for all damages to the Owner or EPA caused by the Engineer's negligent performance of any of the services furnished under this Agreement, except for errors, omissions or other deficiencies to the extent attributable to the Owner, Owner-furnished data or any third party. The Engineer shall not be responsible for any time delays in the project caused by circumstances beyond the Engineer's control. Where new or advanced processes, methods or technology (see 40 CFR 35.908) are recommended by the Engineer and are utilized, the Engineer shall be liable only for gross negligence to the extent of such utilization.

Scope of Work

The services to be rendered by the Engineer shall include all services required to complete the task or Step in accordance with applicable EPA regulations (40 CFR Part 35, Subpart E in effect on the date of execution of this Agreement) to the extent of the scope of work as defined and set out in the engineering services Agreement to which these provisions are attached.

Changes

A. The Owner may, at any time, by written order, make changes within the general scope of this agreement in the services or work to be performed. If such changes cause an increase or decrease in the Engineer's cost of, or time required for, performance of any services under this Agreement, whether or not changes by any order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. Any claim of the Engineer for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by the Engineer of the notification of change unless the Owner grants a further period of time before the date of final payment under this Agreement.

B. No services for which an additional compensation will be charged by the Engineer shall be furnished without the written authorization of the Owner.

C. In the event that there is a modification of EPA requirements relating to the services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the services provided for in this Agreement shall be reflected in an appropriate modification of this Agreement.

Termination

A. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided that no such termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.

B. This Agreement may be terminated in whole or in part in writing by the Owner for its convenience; provided that such termination is for good cause (such as for legal or financial reasons, major changes in the work or program requirements, initiation of a new Step) and that the Engineer is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.

C. If termination for default is effected by the Owner, an equitable adjustment in the price provided for in this Agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the Engineer at the time of termination may be adjusted to the extent of any additional costs occasioned to the Owner by reason of the Engineer's default. If termination for default is effected by the Engineer, or if termination for convenience is effected by the Owner, the equitable adjustment for any termination shall provide for payment to the Engineer for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the Engineer relating to commitments which had become firm prior to the termination.

D. Upon receipt of termination action pursuant to Paragraphs (A) or (B) above, the Engineer shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to the Owner all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Engineer in performing this Agreement, whether completed or in process.

E. Upon termination pursuant to Paragraphs (A) or (B) above, the Owner may take over the work and prosecute the same to completion by Agreement with another party or otherwise. Any work taken over by the Owner for completion will be completed at the Owner's risk, and the Owner will hold harmless the Engineer from all claims and damages arising out of improper use of the Engineer's work.

F. If, after termination for failure of the Engineer to fulfill contractual obligations, it is determined that the Engineer had not so failed, the termination shall be deemed to have been effected for the convenience of the Owner. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Paragraph (C) of this clause.

Remedies

Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between the Owner and the Engineer arising out of or relating to this Agreement or the breach thereof will be decided by arbitration of the parties hereto mutually agree, or in a court of competent jurisdiction within the State in which the Owner is located.

Payment

A. Payment shall be made in accordance with the payment schedule incorporated in this Agreement as soon as practical upon submission of statements requesting payment by the Engineer to the Owner. If no such payment schedule is incorporated in this Agreement, the payment provisions of Paragraph (B) of this clause shall apply.

B. Monthly progress payments may be requested by the Engineer and shall be made by the Owner to the Engineer as soon as practical upon submission of statements requesting payment by the Engineer to the Owner. When such progress payments are made, the Owner may withhold up to ten percent (10%) of the vouchered amount until satisfactory completion by the Engineer of work and services within a Step called for under this Agreement. When the Owner determines that the work under this Agreement or any specified task hereunder is substantially complete and that the amount of retained percentages in excess of the amount considered by him to be adequate for the protection of the Owner, he shall release to the Engineer such excess amount.

C. No payment request made pursuant to Paragraph (A) or (B) of this clause shall exceed the estimated amount and value of the work and services performed by the Engineer under this Agreement, which estimates shall be prepared by the Engineer and supplemented or accompanied by such supporting data as may be required by the Owner.

D. Upon satisfactory completion of the work performed hereunder, and prior to final payment under this Agreement for such work, or prior settlement upon termination of the Agreement, and as a condition precedent thereto, the Engineer shall execute and deliver to the Owner a release of all claims against the Owner arising under or by virtue of this Agreement, other than such claims, if any, as may be specifically exempted by the Engineer from the operation of the release in stated amounts to be set forth therein.

Audit: Access to Records

A. The Engineer shall maintain books, records, documents and other evidence directly pertinent to performance on EPA grant work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied, and 40 CFR 30.605, 30.805 and 35.935-7 if effect on the date of execution of this Agreement. The Engineer shall also maintain the financial information and data used by the Engineer in the preparation or support of the cost submission required pursuant to 40 CFR 35.937(b) in effect on the date of execution of this Agreement and a copy of the cost summary submitted to the Owner. The United States Environmental Protection Agency, the Comptroller General of the United States, the United States Department of Labor, Owner, and (the State water pollution control agency) or any of their duly authorized representatives shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The Engineer will provide proper facilities for such access and inspection.

B. The Engineer agrees to include Paragraphs (A) through (E) of this clause in all his contracts and all tier subcontracts directly related to project performance which are in excess of \$10,000.00.

C. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency (ies).

D. The Engineer agrees to the disclosure of all information and reports resulting from access to records pursuant to Paragraphs (A) and (B) above, to any of the agencies referred to in Paragraph (A) above, provided that the Engineer is afforded the opportunity for an audit exit conference and an opportunity to comment and submit any supporting documentation of the pertinent portions of the draft audit report and that the final audit report will include written comments of reasonable length, if any, of the Engineer.

E. Records under Paragraphs (A) and (B) above shall be maintained and made available during performance on EPA grant work under this Agreement and until three years from date of final EPA grant payment for the project. In addition, those records which relate to any "dispute" appeal under an EPA grant agreement, or litigation, or the settlement of claims arising out of such performance or costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

Price Reduction for Defective Cost or Pricing Data

A. If the Owner of EPA determines that any price, including profit, negotiated in connection with this Agreement or any cost reimbursable under this Agreement was increased by any significant sums because the Engineer or any subcontractor furnished incomplete or inaccurate cost or pricing data or data not current as certified in his certification or current cost or pricing data (EPA Form 5700-41), then such price or cost or profit shall be reduced accordingly and the Agreement shall be modified in writing to reflect such reduction.

B. Failure to agree to a reduction shall be subject to the Remedies clause of this Agreement.

Subcontracts

A. Any subcontractors and outside associates or consultants required by the Engineer in connection with the services covered by this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations, or as are specifically authorized by the Owner during the performance of this Agreement. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior approval of the Owner.

B. The Engineer shall not subcontract services in excess of thirty percent (30%) of the contract price to subcontractors or consultants without prior written approval of the Owner.

Labor Standards

To the extent that this Agreement involved "construction" (as defined by the Secretary of Labor), the Engineer agrees that such construction work shall be subject to the following labor standards provisions, to the extent possible:

- A. Davis-Bacon Act (40 U.S.C. 276a-276a-7);
- B. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333);
- C. Copeland Anti-Kickback Act (18 U.S.C. 874); and
- D. Executive Order 11246 (Equal Employment Opportunity);

and implementing rules, regulations and relevant orders of the Secretary of Labor or EPA; and the Engineer further agrees that this Agreement shall include and be subject to the "Labor Standards Provisions for Federally Assisted Construction Contracts" (EPA Form 5720-4) in effect at the time of execution of this Agreement.

Equal Employment Opportunity

In accordance with EPA policy as expressed in 40 CFR 30.420-5, the Engineer agrees that he will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or age or national origin.

Utilization of Small and Minority Business

In accordance with EPA policy as expressed in 40 CFR 35.936-7, the Engineer agrees that qualified small business and minority business enterprises shall have the maximum practical opportunity to participate in the performance of EPA grant-assisted contracts and subcontracts.

Covenant Against Contingent Fees

The Engineer warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees. For breach of violation of this warranty the Owner shall have the right to annul this Agreement without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

Gratuities

A. If it is found, after notice and hearing by the Owner that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Engineer, or any agent or representative of the Engineer, to any official, employee or agent of the Owner, of the State, or of EPA with a view toward securing a contract or securing favorable treatment with respect to the performance of this Agreement, the Owner may, by written notice to the Engineer, terminate the right of the Engineer to proceed under this Agreement or may pursue such other rights and remedies provided by law or under this Agreement; provided that the existence of the facts upon which the Owner makes such finding shall be in issue any may be reviewed in proceedings pursuant to the Remedies clause of this Agreement.

B. In the event this Agreement is terminated as provided in Paragraph (A) hereof, the Owner shall be entitled (1) to pursue the same remedies against the Engineer as it could pursue in the event of a breach of the contract by the Engineer, and (2) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Owner) which shall not be less than three nor more than ten times the costs incurred by the Engineer in providing any such gratuities to any such officer or employee.

Patents

If this Agreement involves research, developmental, experimental or demonstration work and any discovery or invention arises or is developed in the course of or under this Agreement, such invention or discovery shall be subject to the reporting and rights provisions of Subpart D of 40 CFR Part 30, in effect on the date of execution of this Agreement, including Appendix B of said Part 30. In such case, the Engineer shall report the discovery or invention to EPA directly or through the Owner and shall otherwise comply with the Owner's responsibilities in accordance with said Subpart D of 40 CFR Part 30. The Engineer hereby agrees that the disposition of rights to inventions made under this agreement shall be in accordance with the terms and conditions of aforementioned Appendix B. The Engineer shall include provisions appropriate to effectuate the purposes of this condition in all subcontracts involving research, developmental, experimental or demonstrative work.

Copyrights and Rights in Data

A. The Engineer agrees that any plans, drawings, design, specifications, computer programs (which are substantially paid for with EPA grant funds), technical reports, operating manuals, and other work submitted with a Step I Facilities Plan or with a Step II or Step III grant application or which are specified to be delivered under this Agreement (referred to in this clause as "Subject Data") are subject to the rights in the United States, as set forth in Subpart D of 40 CFR Part 30 and an Appendix C to 40 CFR Part 30, in effect on the date of execution of this Agreement, including the right to use, duplicate, and disclose, such Subject Data, in whole or in part, in any manner for any purpose whatsoever, and have others do so. For purposes of this article, "grantee" as used in said Appendix C shall refer to the Engineer. If the material is copyrightable, the Engineer may copyright such, as permitted by said Appendix C, but the Owner and the Federal Government as set forth in Appendix C, but the Owner and the Federal Government reserve a royalty-free nonexclusive, and irrevocable license to reproduce, publish and use such materials, in whole or in part, and to authorize others to do so. The Engineer shall include provisions appropriate to effectuate the purpose of this condition in all subcontracts expected to produce copyrightable Subject Data.

B. All such Subject Data furnished by the Engineer pursuant to this Agreement are instruments of his services in respect of the project. It is understood that the Engineer does not represent such Subject Data to be suitable for reuse on any other project or for any other purpose. Any reuse by the Owner without specific written verification or adaptation by the Engineer will be at the risk of the Owner and without liability to the Engineer. Any such verification or adaptation will entitle the Engineer to further compensation at rates to be agreed upon by the Owner and the Engineer.

Determination of Service

Paragraph 13--Determination of Service

Determination of Services required and described herein and compensation for completing same was based upon state and federal regulations in effect at the time of execution of this Contract. Changes in these regulations, which change the scope of services required, subsequent to Contract execution will require a contract amendment.

General Contract Provisions

Paragraph 14--General Contract Provisions

A. The Owner and the Engineer agree that the following provisions shall apply to the work to be performed under this Contract and that such provisions shall supersede any conflicting provisions of this Contract.

B. This Contract is funded in part by a grant from the U.S. Environmental Protection Agency. Neither the Illinois nor the U.S. Environmental Protection Agency (hereinafter, "EPA") is a party to this Contract. This Contract is subject to regulations contained in 40 CFR 35.936, 35.937, and 35.939.

Minority Business Enterprise (MBE) Goal

Paragraph 15--Minority Business Enterprise Goal

1. The Engineer will make positive efforts to satisfy the MBE requirements set forth in Section V.c(4) of the December 26, 1978 Federal Register.
2. The Engineer will strive to achieve the ten percent MBE goal established by the Owner and will provide maximum opportunities for MBE participation, notwithstanding the fact that the Engineer may have the capability to complete the project without the use of subcontractors.
3. The Engineer shall submit to the Owner the information required by Section V.c(4) of the December 26, 1978 Federal Register in the following format:
 - Name of MBE firm:
 - Address:
 - Phone:
 - Type of A & E Consulting:
 - Amount of Subcontract:
4. If the Engineer fails to achieve the MBE goal, it shall provide documentation of its good faith attempts to solicit MBE participation. This documentation shall be presented to the Owner who in turn will forward it to U.S. Environmental Protection Agency (USEPA). The documented evidence of good faith is to include at least the following:
 - a. Documentation of efforts to solicit the participation of MBE firms. Such documentation should include, but is not limited to: List of firms contacted, copies of solicitation letters, description of how contact was made, i.e., by mail, telegram, phone, personal visit, etc.
 - b. Documentation of whether any offers were received from MBE firms.
 - c. Documentation of negotiation with MBE firms from whom offers were received.
 - d. In each subcontract specialty area in which an MBE proposal was received, documentation of whether the subcontract was awarded to the MBE firm, including the dollar amount of the subcontract.
 - e. If the subcontract was not awarded to an MBE firm, and explanation of why the contract could not be awarded to the MBE firm.
 - f. Any additional documentation supporting the Engineer's adherence with the MBE positive efforts requirements.

Signatures

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

OWNER:

CITY OF URBANA, ILLINOIS

By Jeffrey T. Mullend

ATTEST:

By Ruth S. Broshens

(SEAL)

ENGINEER:

BERNS, CLANCY AND ASSOCIATES, P.C.

By Thomas B. Berns

Thomas B. Berns, President

By Edw L. Clancy

Edward L. Clancy, Secretary

Certificate of Insurance



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY Cox-Gatsche-Lowry & Marsh Agency 407 Windsor Rd. P.O. Box 756 Champaign, IL 61820	COMPANIES AFFORDING COVERAGES COMPANY LETTER A Maryland COMPANY LETTER B COMPANY LETTER C COMPANY LETTER D COMPANY LETTER E
NAME AND ADDRESS OF INSURED Berns, Clancy Association, Professional Corp. 405 E. Main Urbana, IL 61801	

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMPREHENSIVE FORM <input checked="" type="checkbox"/> PREMISES—OPERATIONS <input type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD <input type="checkbox"/> UNDERGROUND HAZARD <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD <input type="checkbox"/> CONTRACTUAL INSURANCE <input type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input type="checkbox"/> INDEPENDENT CONTRACTORS <input type="checkbox"/> PERSONAL INJURY	SM 52717062	2/20/83	BODILY INJURY	\$	\$
				PROPERTY DAMAGE	\$	\$
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$300,000	\$300,000
				PERSONAL INJURY		\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> COMPREHENSIVE FORM <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> HIRED <input checked="" type="checkbox"/> NON-OWNED	CA 22918330	2/20/81	BODILY INJURY (EACH PERSON)	\$	
				BODILY INJURY (EACH ACCIDENT)	\$	
				PROPERTY DAMAGE	\$	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 300,000	
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
A	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY	TC1 20242962	2/20/81	STATUTORY		\$ 100,000 (EACH ACCIDENT)
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

All Jobs

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

 City of Urbana
 117 W. Elm
 Urbana, IL 61801

DATE ISSUED: September 3, 1980

[Signature]
 AUTHORIZED REPRESENTATIVE

Clifton, Gunderson & Co.

203 W. CLARK STREET

CHAMPAIGN, ILLINOIS 61820

TELEPHONE (217) 351-7400

August 15, 1980

Mr. Thomas Berns
Berns, Clancy and Associates
405 E. Main
Urbana, Illinois 61801

Re: Berns, Clancy and Associates
Cost Multipliers

Dear Tom:

Following is a brief summary of how we arrived at our cost multipliers for Berns, Clancy and Associates based on your financial statements for the six months ended April 30, 1980.

Direct labor multiplier - B/A = .1676

- (A) Direct Labor incurred 12/1/79 - 4/30/80
- (B) Labor overhead:

- Payroll taxes
- Holiday and vacations
- Workmen's Compensation
- Group insurance
- SPC Employee development

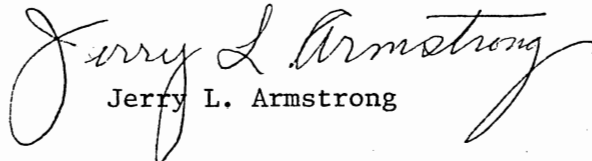
General and administrative multiplier - B/A = 1.1860

- (A) General and administrative expense incurred to date, including contract of outside services less any amounts included in above computation.
- (B) Direct Labor

If you have any questions or desire additional information, please let me know.

Very truly yours,

CLIFTON, GUNDERSON & CO.


Jerry L. Armstrong

JLA:bk

ORDINANCE NO. 8081-16

SEWER BENEFIT ORDINANCE

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

Section 1. Definitions.

A. Residential Unit. Any lot having a building or structure, including trailer or modular home, which contains one or more dwelling units and has water metered service to any building or structure on such lot and any of which buildings or structures has a sanitary sewer connection.

B. Dwelling Unit. One (1) room or suite of two (2) or more rooms in a building, designed for and used by one (1) family for living and sleeping purposes, and containing its own kitchen and/or bathroom facilities.

C. Non-Residential Unit. Any building or any individual segregated portion of a building designed, utilized for or occupied by, any activity other than residential use and has water metered service to the building or structure and which building or structure has a sanitary sewer connection.

Section 2. Determination of Unit Category.

Determination of residential unit or non-residential unit classification for each parcel or property in the City of Urbana shall be made by the Comptroller on the basis of property codes at the Champaign County Supervisor of Assessment's Office. After the initial classification by the Comptroller, all properties shall continue to remain so classified unless and until a reclassification is made by the Comptroller based on all available evidence. The classification made by the Comptroller, except for error acknowledged by the Comptroller, shall remain the same until January 1st of each year regardless of change of use prior to January 1st of each year. If the Comptroller determines that a parcel of property should be reclassified, such reclassification shall become effective on January 1st of the year following such determination.

Section 3. Residential Unit Charge.

Each residential unit shall pay an amount determined through the following formula, based upon the billed water usage of

such residential unit as determined from the records of the Northern Illinois Water Corporation or its successor for the last full preceeding calendar year. The amount will be amended annually on January 1st.

$$a = \frac{b}{c} \times d$$

- a = amount to be paid by the individual residential unit.
- b = billed water usage for the individual residential unit (in cubic feet).
- c = total billed water usage for all residential units (in cubic feet).
- d = \$327,630 (total dollars of public benefit funds and designated operation and maintenance funds to be generated annually by all residential units).

Provided, however, \$67,350 of the funds collected pursuant to this section shall be designated for the operation and maintenance of the sanitary sewer system of the City of Urbana and those funds shall not be available for any other purpose.

Section 4. Non-Residential Unit Charges.

Each non-residential unit shall pay an amount determined through the following formula, based upon the billed water usage of such non-residential unit as determined from the records of the Northern Illinois Water Corporation or its successor for the last full preceeding calendar year. The amount will be amended annually on January 1st.

$$a = \frac{b}{c} \times d$$

- a = amount to be paid by the individual non-residential unit.
- b = billed water usage for the individual non-residential unit (in cubic feet).
- c = total billed water usage for all non-residential units (in cubic feet).
- d = \$52,500 (total dollars of public benefit funds and designated operation and maintenance funds to be generated annually by all non-residential units).

Provided, however, \$10,965 of the funds collected pursuant to this section shall be designated for the operation and maintenance of the sanitary sewer system of the City of Urbana and those funds shall not be available for any other purpose.

Section 5. Combination Units.

In the event a building or structure is occupied by one (1) or more residential units and one (1) or more non-residential

units and the water usage for the building or structure is not separately metered, the estimated water usage of each residential unit that receives water from the common meter shall be considered in the allocation of appropriate charge for such non-residential unit.

Section 6. Billing.

A. All buildings shall be created in the name of and forwarded to the property owner as shown in the records of the Supervisor of Assessments at the time of preparation.

B. Charges set forth herein for all units shall be computed and billed semi-annually and shall be due and payable within thirty (30) days from the date such bills are rendered. In the event a bill or statement remains unpaid after thirty (30) days from the date of its rendering, said charges shall then be delinquent, and there shall be added thereto a late-payment penalty in the amount of ten percent (10%) of the amount of such bills for each month, or part thereof, for which payment remains delinquent and outstanding.

C. Whenever the billable period is for less than the full billing period as maintained by the City, the charges for any portion of such period shall be prorated to the next period.

D. Bills rendered by the City for charges set forth in this Ordinance shall show thereon the name of the property owner, the permanent parcel number of the property for which the charges are rendered, the basis or rate upon which the charges are made, the amount due, when and where payable, the period for which charge is made, and any additional information deemed necessary by the City for the City's purposes.

Section 7. Delinquent Charges.

If a delinquency exists, the amount of penalty charges and the date of delinquency shall also be shown on the bill.

A. Whenever such charges become delinquent as set forth in Section 6 hereof, the same shall become and constitute a lien upon the real estate to which sewer service is supplied pursuant to the terms and provisions of Section 11-141-7 of the Illinois Municipal Code (Illinois Revised Statutes, Chapter 24, Section 11-141-7).

that the City mailed the bill to an address other than is required under Section 6 above, no late payment charges shall be made.

Section 9. Use of Funds.

The Comptroller of the City shall receive all revenues from charges set forth in this Ordinance, and deposit such revenues in the proper fund of the City. Revenues so deposited shall be disbursed as provided by Ordinance. Provided, however, the funds collected under this Ordinance shall be used for sanitary sewer construction, repair and maintenance, and/or capital debt retirement including interest and engineering and legal costs associated with the sanitary sewer system of the City, and the costs to administer this Ordinance.

Section 10. In the event any one or more of the provisions of this Ordinance, for any reason, shall be held to be illegal or invalid, such illegality or invalidity shall not affect the other provisions of this Ordinance, but this Ordinance shall be construed and enforced as if such illegal or invalid provisions had not been contained therein.

Section 11. This Ordinance shall become effective on the 1st day of January, 1981.

This Ordinance shall be published in accordance with the terms of Section 1-2-4 of the Illinois Municipal Code.

This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of a majority of the City Council of the City of Urbana, Illinois, at a regular meeting of said Council on the 19th day of August, 1980.

PASSED by the City Council this 19th day of August, 1980.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

APPROVED by the Mayor this 27th day of August, 1980.

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

CERTIFICATION OF PUBLICATION

I, Ruth S. Brookens, City Clerk of the City of Urbana, Illinois, do herewith certify that I caused the above Ordinance to be duly published in the Champaign-Urbana News-Gazette on the _____ day of _____, 1980, and a Certificate of Publication is attached hereto.