



*Rickey Williams, Jr., Mayor*

**NOTICE AND AGENDA  
PUBLIC WORKS COMMITTEE MEETING**

Robert E. Jones Municipal Building  
City Council Chambers  
17 W. Main Street  
Danville, Illinois 61832

**Tuesday, November 12, 2019 – 6:00 PM**

1. Call to Order – Roll Call
2. Approve Minutes
3. Approve Agenda
4. Audience Comments
  - A. Public Hearing for Petition to Vacate East/West Alleyway near 917 N. Walnut Street for Linwood LLC
5. Chairman's Comments
6. Approve Payrolls
7. Approve Vouchers Payables
8. Public Transportation – Lisa Beith, Director
  - A. Items of Information
    1. Monthly Report for October 2019
    2. DMT Schedule Changes
9. Public Works – Carl Carpenter, Director
  - A. Ordinance: Authorizing Vacation of East/West Alleyway near 917 N. Walnut Street for Linwood LLC
  - B. Resolution: Approving Purchase of a Low Profile Flat Deck Equipment Trailer
  - C. Resolution: Approving Construction of Temporary Support of the Sanitary Sewer at the Lake Vermilion Dam
  - D. Resolution: Awarding the Contract for Bid 636 for Poland Road Pump Station Upgrade Project
  - E. Resolution: Awarding the Contract for Bid 638 for Construction of the Hinkley St. and Highland Blvd. Drainage Improvements
  - F. Resolution: Appropriating Motor Fuel Tax Funds for the Purchase of Rock Salt
  - H. Resolution: Approving Professional Services Agreement for Edwards Street Re-Construction
  - G. Resolution: Approving Professional Services Agreements for Harrison Street Improvements
  - I. Resolution: Approving Professional Services Agreements for Harrison Street Parking Lot and Lighting

**PUBLIC WORKS COMMITTEE**

**PAGE – 2 –**

**NOVEMBER 12, 2019**

- J. Resolution: Amending Jackson Street Shared Use Path Extension Project and Amending CDBG (Community Development Block Grant) Funding
  - K. Resolution: Approving an Agreement for Engineering Services for Improvements to the Intersection of Jackson & Voorhees and Appropriation of Motor Fuel Tax Funds
  - L. Resolution: Approving an Agreement for Surveying Services for Improvements to the Intersection of Jackson & Voorhees Streets
  - M. Resolution: Approving an Agreement for Engineering Services for Realignment & Improvements to W. Williams from Robinson to Logan
  - N. Resolution: Amending Payment for RFP 627
  - O. Items of Information
    - 1. Danville Area Transportation Study (DATS) Update
    - 2. H&L Landfill Update
    - 3. Project Updates
- 
- 10. Finance
    - A. Review of Proposed 2019 Tax Levy and Fiscal Year 2020-2021 Budget
  - 11. Closed Session
  - 12. Items of Information
  - 13. Committee Members' Comments
  - 14. Adjournment

**PAYROLL REPORT  
BI-WEEKLY & WEEKLY PAY**

6

FOR PERIOD ENDING:	11/5/2019	CHECK DATE	11/8/2019	
	<b>REGULAR</b>		<b>OVERTIME</b>	<b>TOTAL</b>
<b>DEPARTMENT</b>	<b>PAY</b>		<b>PAY</b>	<b>PAY</b>
FINANCE	6,380.44		300.35	6,680.79
CENTRAL VEHICLE MAINTENANCE	3,323.24		-	3,323.24
PUBLIC AFFAIRS	4,761.58		-	4,761.58
ENVIRONMENTAL CODE ENFORCEMENT	4,950.09		-	4,950.09
CITY TREASURER	1,730.77		-	1,730.77
LEGAL SERVICES	5,294.31		-	5,294.31
CITY CLERK	3,637.11		-	3,637.11
PERSONNEL & HUMAN RELAT.	2,350.79		-	2,350.79
INFORMATION SYSTEMS	5,327.51		-	5,327.51
POLICE DEPARTMENT	197,804.93		17,414.78	215,219.71
FIRE DEPARTMENT	129,633.29		17,390.79	147,024.08
STREETS DEPARTMENT	11,920.11		196.79	12,116.90
PARKS & PUBLIC PROPERTY	14,839.88		-	14,839.88
COMM. DEVEL. BLOCK GRANT	3,860.57		-	3,860.57
COMMUNITY DEVELOPMENT	13,560.52		11.04	13,571.56
MASS TRANSIT	31,496.61		5,140.04	36,636.65
DATS	4,031.22		-	4,031.22
HARRISON PARK	2,884.62		-	2,884.62
SANITARY SEWER	26,409.24		1,715.92	28,125.16
SOLID WASTE	19,581.74		13.80	19,595.54
GROUP INSURANCE INCENTIVE	(26.04)		-	(26.04)
<b>TOTAL</b>	<b>493,752.53</b>		<b>42,183.51</b>	<b>535,936.04</b>
<b>BREAKDOWN OF POLICE OT:</b>				
REGULAR OVERTIME (02)	10,306.37			
COURT-TIME (03)	1,278.58			
CONTRACT OVERTIME (05)	4,965.31			
KIDS CAN'T BUY 'EM HERE (29)	-			
STEP GRANT (26)	610.25			
US MARSHAL SERVICE (02)	254.27			
<b>TOTAL</b>	<b>17,414.78</b>			
<b>BREAKDOWN OF FIRE OT:</b>				
RECALL MANNING	14,167.49			
RECALL EMT FIRE	1,391.65			
RECALL FIRE	1,365.54			
RECALL MANNING BF				
RECALL INVESTIGATIONS	220.73			
RECALL TECHNICAL TRAINING CLASS				
RECALL OTHER	221.38			
AROT	24.00			
<b>TOTAL</b>	<b>17,390.79</b>			
<b>BREAKDOWN OF PARKS OT:</b>				
REGULAR OVERTIME	-			
Maintenance of Buildings	-			
<b>TOTAL</b>	<b>-</b>			
<b>TOTAL POLICE, POLICE/ARRA, FIRE, PARKS OT</b>	<b>34,805.57</b>			



CITY OF DANVILLE

ACCOUNTS PAYABLE FOR NOVEMBER 12, 2019

GL Account	Vendor	Invoice Description	Invoice Date	Check Number	Transaction Amount
001-012-00-52008 - Uniform Rental	53 - ARAMARK UNIFORM SERVICES INC	UNIFORMS CVM	10/28/2019	124107	59.16
001-012-00-52015 - Maintenance of Vehicles	1151 - WATSON GENERAL TIRE INC	TIRE PATCH FOR UNIT #70 - PARKS 1 TON	10/30/2019	124227	25.00
001-012-00-52015 - Maintenance of Vehicles	1231 - CIT TRUCKS	A/C LINE REPAIR FIRE DEPT E2	09/23/2019	124130	1,124.92
001-012-00-52016 - Maintenance of Other Equipment	1151 - WATSON GENERAL TIRE INC	TIRE REPAIR & SERVICE CALL FOR JD LOADER	10/18/2019	124227	135.00
001-012-00-52016 - Maintenance of Other Equipment	340 - DEPKO WELDING SUPPLIES INC	SUPPLIES FOR SHOP WELDER	10/30/2019	124145	129.65
001-012-00-52016 - Maintenance of Other Equipment	5660 - HERITAGE PETROLEUM LLC	BULK LIQUITUBE FOR ALL UNITS	10/30/2019	124166	144.39
001-012-00-52016 - Maintenance of Other Equipment	5660 - HERITAGE PETROLEUM LLC	BULK OIL FOR ALL UNITS	10/30/2019	124166	1,865.50
001-012-00-53015 - Materials to Maintain Vehicles	1193 - RAHN EQUIPMENT COMPANY	WHITE LED BACKUP LIGHT UNIT #88 - DUMP TRUCK	10/30/2019	124194	100.00
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	CREDIT FOR RETURNED PART	10/30/2019	124185	(31.99)
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	ADAPTER FOR UNIT #70 - PARKS 1 TON	10/30/2019	124185	59.98
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	CREDIT FOR BATTERY CORE	10/28/2019	124185	(123.09)
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	LED LIGHT FOR UNIT #88 - DUMP TRUCK	10/30/2019	124185	59.98
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	PARTS FOR NIT #70 - PARKS 1 TON	10/30/2019	124185	32.92
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	U-BOLT FOR UNIT #70 - PARKS 1 TON	10/30/2019	124185	7.46
001-012-00-53015 - Materials to Maintain Vehicles	1323 - MOTION INDUSTRIES INC	ROLLER CHAIN FOR UNIT #65 - DUMP TRUCK	10/31/2019	124184	123.10
001-012-00-53015 - Materials to Maintain Vehicles	259 - COURTESY FORD LINCOLN MERCURY INC	STEERING WHEEL FOR UNIT #86 - STREET 1 TON	10/30/2019	124137	164.52
001-012-00-53015 - Materials to Maintain Vehicles	287 - DANVILLE AUTO PARTS	BATTERY CORE FOR UNIT #70 - SPREADER	10/31/2019	124140	150.96
001-012-00-53015 - Materials to Maintain Vehicles	2927 - GLOBAL EMERGENCY PRODUCTS	PNEUMATIC SPRING FOR FIRE DEPT E2	10/24/2019	124161	76.80
001-012-00-53015 - Materials to Maintain Vehicles	5384 - RUSH TRUCK CENTER	LED TAIL LIGHT FOR UNIT #100- DUMP TRUCK	11/04/2019	124199	41.90
001-012-00-53015 - Materials to Maintain Vehicles	5660 - HERITAGE PETROLEUM LLC	BULK LIQUITUBE FOR ALL UNITS	10/30/2019	124166	144.40
001-012-00-53015 - Materials to Maintain Vehicles	5660 - HERITAGE PETROLEUM LLC	BULK OIL FOR ALL UNITS	10/30/2019	124166	1,865.49
001-012-00-53016 - Materials to Maint other Equipment	1217 - NAPA AUTO PARTS OF DANVILLE	BATTERY FOR KUBOTA MINI EXCAVATOR	10/28/2019	124185	122.71
001-012-00-53016 - Materials to Maint other Equipment	287 - DANVILLE AUTO PARTS	BREAKAWAY FOR PARKS TRAILER	10/29/2019	124140	69.99
001-012-00-53016 - Materials to Maint other Equipment	287 - DANVILLE AUTO PARTS	SPARK PLUGS FOR CUSHMAN	10/30/2019	124140	7.96
001-012-00-53016 - Materials to Maint other Equipment	630 - ILLINI FS INC	FILTER FOR ROAD DIESEL TANK	08/23/2019	124171	20.68
001-012-00-53099 - Other Commodities	287 - DANVILLE AUTO PARTS	Shop Supplies	10/28/2019	124140	41.26
001-012-00-53099 - Other Commodities	4951 - FULL SOURCE LLC	WINTER PPE FOR B. DUPREY	10/23/2019	124158	107.18
001-015-00-52002 - Printing and Binding	387 - EMPLOYEE DATA FORMS INC	2019/2020 EMPLOYEE DATA CALENDAR FORMS	10/27/2019	124154	35.00
001-015-00-52003 - Copy Expense	295 - DTI OFFICE SOLUTIONS	Copier Contract	11/01/2019	124153	1,127.90
001-015-00-52043 - Postage	5877 - NEOFUNDS	POSTAGE METER CHARGES FOR PW/CH	11/06/2019	124189	1,401.00
001-015-00-52083 - Dues and Subscriptions	1749 - COURT REPORTER	EMAIL MONTHLY SUBSCRIPTION	09/30/2019	124136	12.00
001-015-00-52083 - Dues and Subscriptions	6036 - JI KELLER & ASSOCIATES	FEDERAL & STATE LAW POSTER SUBSCRIPTION	09/23/2019	124174	312.24
001-015-00-53002 - Central Purchasing	316 - DP SUPPLY INC	COPY PAPER CITY HALL/PUBLIC WORKS/POLICE	11/04/2019	124150	4,361.00
001-015-00-53002 - Central Purchasing	60 - ARNOLDS OFFICE SUPPLY	CALENDARS FOR EUS	10/30/2019	124109	136.09
001-015-00-53002 - Central Purchasing	60 - ARNOLDS OFFICE SUPPLY	COLORLED COPY PAPER FOR PURCHASE ORDER COPIES	10/28/2019	124109	177.90
001-015-00-53002 - Central Purchasing	60 - ARNOLDS OFFICE SUPPLY	DO NOT MAIL STAMPS	11/04/2019	124109	21.00
001-015-00-53002 - Central Purchasing	60 - ARNOLDS OFFICE SUPPLY	ENVELOPES FOR OPEN ENROLLMENT	11/01/2019	124109	104.48
001-015-00-53002 - Central Purchasing	60 - ARNOLDS OFFICE SUPPLY	PENS AND EXPANDING FILE FOLDERS	10/31/2019	124109	38.98
001-015-00-53002 - Central Purchasing	60 - ARNOLDS OFFICE SUPPLY	WALL CLOCK FOR PAYROLL OFFICE	11/05/2019	124109	13.19
001-015-00-53002 - Central Purchasing	855 - KELLY PRINTING CO INC	ENVELOPES - WINDOW	10/24/2019	124176	470.00
001-015-00-54028 - Commission Expense	1739 - ASCENSION ST. VINCENT PUBLIC SAFETY MEDICAL	PRE-EMPLOYMENT TESTING	10/30/2019	124111	1,288.86
001-015-00-54028 - Commission Expense	5829 - ILLINOIS FIRE & POLICE COMMISSIONERS ASSOCIATION	2020 MEMBERSHIP DUES	10/30/2019	124172	375.00
001-017-00-52023 - Legal Services	2765 - AREA WIDE REPORTING SERVICE PAULSON REPORTERS, LTD	Legal Services	10/02/2019	124108	526.50
001-017-00-52083 - Dues and Subscriptions	1619 - ATTORNEY REGISTRATION AND DISCIPLINARY COMMISSION	ARDC REGISTRATION FEE - CDMIV	10/30/2019	124122	385.00
001-017-00-52084 - Legal Research (Internet)	157 - RELX Inc. DBA LexisNexis	LEGAL RESEARCH	10/30/2019	124196	476.48

CITY OF DANVILLE

ACCOUNTS PAYABLE FOR NOVEMBER 12, 2019

GL Account	Vendor	Invoice Description	Invoice Date	Check Number	Transaction Amount
001-017-00-52101 - Service of Summons	1042 - BRUCE STARK	SERVICE OF SUMMONS	10/30/2019	124126	60.00
001-22063 - Due to Village of Tilton	3695 - VILLAGE OF TILTON ATTN: CITY CLERK	MUNICIPAL COURT FINES FOR OCT 2019	10/30/2019	124226	15.00
001-22064 - Due to Peer Court	947 - PEER COURT INC	MUNICIPAL COURT FINES FOR OCT 2019	10/30/2019	124192	62.50
001-22065 - Due to Crimestoppers	3228 - VERMILION COUNTY CRIME STOPPERS ATTN: KEI	MUNICIPAL COURT FINES FOR OCT 2019	10/30/2019	124218	62.50
001-22066 - Due to Catlin	3306 - CATLIN POLICE DEPT. ATTN: CLERK	MUNICIPAL COURT FINES FOR OCT 2019	10/30/2019	124128	60.00
001-22069 - Due to Rossville	3394 - ROSSVILLE POLICE DEPARTMENT	MUNICIPAL COURT FINES FOR OCT 2019	10/30/2019	124198	5.00
001-22080 - Due to Belgium	4577 - BELGIUM POLICE DEPT.	MUNICIPAL COURT FINES FOR OCT 2019	10/30/2019	124124	60.00
001-22084 - Due to Rankin	3397 - VILLAGE OF RANKIN	MUNICIPAL COURT FINES FOR OCT 2019	10/30/2019	124224	10.00
001-22086 - Due to Westville	3742 - WESTVILLE POLICE DEPARTMENT	MUNICIPAL COURT FINES FOR OCT 2019	10/30/2019	124228	670.00
001-22087 - Due to Ridgefarm	3805 - VILLAGE OF RIDGE FARM ATTN: CLERK	MUNICIPAL COURT FINES FOR OCT 2019	10/30/2019	124225	350.00
001-22091 - Due to Georgetown	4418 - GEORGETOWN POLICE DEPT.	MUNICIPAL COURT FINES FOR OCT 2019	10/30/2019	124160	220.00
001-020-00-52041 - Telephone	4748 - COMCAST CABLE	SUMMARY BILLING	10/27/2019	124133	318.11
001-020-00-52041 - Telephone	4748 - COMCAST CABLE	MONTHLY DIGITAL ADAPTER	10/23/2019	124134	12.64
001-021-00-51001 - Salaries	643 - SCOTT W TALBOTT	SERVICES RENDERED SEPT 2019	10/30/2019	124200	136.00
001-021-00-52002 - Printing and Binding	3222 - DHS CHORAL BOOSTERS	ADVERTISEMENT	10/24/2019	124146	55.00
001-021-00-52015 - Maintenance of Vehicles	4177 - COURTESY MOTORS LLC.	CAR 120 ENGINE REPAIR	10/28/2019	124138	1,405.04
001-021-00-52025 - Prisoner Meals	5821 - VERMILION COUNTY SHERIFF	Monthly Share Prisoners Meals	11/01/2019	124223	672.50
001-021-00-52041 - Telephone	3721 - AT&T LONG DISTANCE	POLICE STAFF SERVICES ACCOUNT LONG DISTANCE	10/09/2019	124120	158.87
001-021-00-52041 - Telephone	42 - AT&T	POLICE STAFF SERVICES ACCOUNT	10/16/2019	124115	52.87
001-021-00-52041 - Telephone	42 - AT&T	BOOK-IN LINE/PSB ALARM/CITY HALL	10/26/2019	124116	110.78
001-021-00-52051 - Travel, Training and Ex	5878 - ILLINOIS TOLLWAY	FREE FOR ILLINOIS TOLLWAY TRANSPONDER - DANVILLE POLICE	10/30/2019	124173	10.00
001-021-00-52099 - Other Contractual Services	1018 - SPARKLE CLEAN FULL SERVICE	Car Washes	10/30/2019	124202	113.00
001-021-00-52099 - Other Contractual Services	295 - DTI OFFICE SOLUTIONS	COPIER CONTRACT - REPORT WRITING	11/01/2019	124153	95.32
001-021-00-52099 - Other Contractual Services	316 - DP SUPPLY INC	PAPER BAGS	10/30/2019	124150	21.56
001-021-00-52099 - Other Contractual Services	3816 - WORTMAN-MEYER PROPERTIES	Car Washes	10/31/2019	124229	31.50
001-021-00-52099 - Other Contractual Services	481 - MICKEY'S LINEN	SHOP TOWELS, UNIFORMS	10/17/2019	124183	30.17
001-021-00-52099 - Other Contractual Services	481 - MICKEY'S LINEN	SHOP TOWELS, UNIFORMS	10/17/2019	124183	30.17
001-021-00-53015 - Materials to Maintain Vehicles	1151 - WATSON GENERAL TIRE INC	2 TIRES	10/31/2019	124227	323.74
001-021-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	CAR 111 LUGNUTS	10/30/2019	124185	26.10
001-021-00-53015 - Materials to Maintain Vehicles	287 - DANVILLE AUTO PARTS	BRAKE PADS	09/16/2019	124140	64.99
001-021-00-53015 - Materials to Maintain Vehicles	3157 - BUMPER TO BUMPER	CAR 120 STABILIZER BARS	10/29/2019	124127	86.36
001-021-00-53015 - Materials to Maintain Vehicles	3157 - BUMPER TO BUMPER	CAR 120 WINDSHIELD WIPERS	10/29/2019	124127	19.98
001-021-00-53025 - Clothing for New Hires	702 - RAY O'HERRON CO INC	JACKET, NAME TAPE - STARKEY	10/12/2019	124195	96.00
001-021-00-53026 - Clothing	702 - RAY O'HERRON CO INC	JACKET, NAME TAPE, WHISTLE AND CHAIN - THORTON	10/12/2019	124195	96.00
001-021-00-53026 - Clothing	702 - RAY O'HERRON CO INC	BERNARDI - BEANIE	10/31/2019	124195	22.49
001-021-00-53026 - Clothing	702 - RAY O'HERRON CO INC	BIRGE-SHIRTS	10/22/2019	124195	274.44
001-021-00-53026 - Clothing	702 - RAY O'HERRON CO INC	COMRIE - OUTERVEST	10/21/2019	124195	225.00
001-021-00-53026 - Clothing	702 - RAY O'HERRON CO INC	MCCORD - MACE/CUFF CASE, MAG PCH, BOOTS, SHIRTS, PANTS	10/17/2019	124195	628.80
001-021-00-53026 - Clothing	702 - RAY O'HERRON CO INC	PHILLIPS - BOOTS, RAIL MOUNT, CASE FOR RIFLE	09/30/2019	124195	462.54
001-021-00-53026 - Clothing	702 - RAY O'HERRON CO INC	PHILLIPS - OUTERVEST	10/22/2019	124195	225.00
001-021-00-53026 - Clothing	702 - RAY O'HERRON CO INC	RUTLEDGE - SLING, MAGS, GUN KIT	09/09/2019	124195	277.91
001-021-00-53026 - Clothing	702 - RAY O'HERRON CO INC	SCHROEDER - MOLLE GEAR, GLOVES	10/31/2019	124195	239.36
001-021-00-53026 - Clothing	702 - RAY O'HERRON CO INC	SPAIN - GLOVES	10/14/2019	124195	70.00
001-021-00-53026 - Clothing	702 - RAY O'HERRON CO INC	STONEWALL - GLOVES	10/21/2019	124195	70.00
001-021-00-53026 - Clothing	702 - RAY O'HERRON CO INC	TALBOTT - MOLLE GEAR	10/28/2019	124195	126.97
001-021-00-53026 - Clothing	702 - RAY O'HERRON CO INC	TALBOTT - OUTERVEST	10/26/2019	124195	225.00
001-021-00-53026 - Clothing	702 - RAY O'HERRON CO INC	TROGLIA-MAGS	09/06/2019	124195	42.00
001-021-00-53099 - Other Commodities	316 - DP SUPPLY INC	COPY PAPER CITY HALL/PUBLIC WORKS/POLICE	11/04/2019	124150	1,246.00
001-022-00-52041 - Telephone	42 - AT&T	POOL/PARKS/DMT/FIRE	10/25/2019	124117	39.21

CITY OF DANVILLE

ACCOUNTS PAYABLE FOR NOVEMBER 12, 2019

GL Account	Vendor	Invoice Description	Invoice Date	Check Number	Transaction Amount
001-022-00-52099 - Other Contractual Services	295 - DTI OFFICE SOLUTIONS	CONTRACT ACCOUNT 4312355	11/01/2019	124153	64.87
001-022-00-53025 - Clothing for New Hires	702 - RAY O'HERRON CO INC	NEW HIRE CLOTHING - K ALLEN	10/30/2019	124195	108.00
001-022-00-53026 - Clothing	6027 - SIDELINE SHIRTS & APPAREL	PASLEY - TSHIRTS	11/01/2019	124201	24.00
001-022-00-53026 - Clothing	702 - RAY O'HERRON CO INC	PANTS AND BELT - R. LESTER	10/23/2019	124195	105.28
001-022-00-53026 - Clothing	702 - RAY O'HERRON CO INC	SOCKS - S. LANGE	10/16/2019	124195	30.60
001-022-00-53040 - EMS Supplies & Equipment	316 - DP SUPPLY INC	EXAM GLOVES	11/04/2019	124150	73.50
001-022-00-53099 - Other Commodities	687 - LOWE'S BUSINESS ACCOUNT	Batteries	11/07/2019	124182	12.32
001-022-00-53099 - Other Commodities	687 - LOWE'S BUSINESS ACCOUNT	LOWE'S BUSINESS ACCOUNT	11/07/2019	124182	23.55
001-022-00-53099 - Other Commodities	687 - LOWE'S BUSINESS ACCOUNT	RETURN CREDIT	11/07/2019	124182	(47.50)
001-022-00-53099 - Other Commodities	687 - LOWE'S BUSINESS ACCOUNT	WATER FILTERS AND REFRIGERATOR FILTERS STATION 2	10/31/2019	124182	213.65
001-022-00-53099 - Other Commodities	891 - HEIDI GODLEY	PETTY CASH REIMBURSEMENT - DRIVER'S TEST FEES	10/30/2019	124165	10.00
001-031-00-51001 - Salaries	4044 - TEAM COMPANY dba STAFFQUICK	TEMP STAFF FOR STREETS	10/30/2019	124208	560.00
001-031-00-52041 - Telephone	42 - AT&T	100 W MAIN ST. TRAFFIC SIGNAL	10/16/2019	124114	50.31
001-031-00-52086 - Sidewalk, Curb, Gutter	1022 - PRAIRIE MATERIAL	MATERIALS FOR SHARED COST - 1516 N GILBERT	10/23/2019	124193	381.50
001-031-00-52099 - Other Contractual Services	3737 - USIC LOCATING SERVICES, LLC	MULTIPLE LOCATING SERVICES	11/01/2019	124217	1,093.57
001-031-00-53007 - Materials to Maintain Streets	4061 - OPEN ROAD ASPHALT COMPANY LLC	MATERIALS FOR STREET ASPHALT PATCHING	10/24/2019	124191	1,992.90
001-031-00-53007 - Materials to Maintain Streets	4061 - OPEN ROAD ASPHALT COMPANY LLC	MATERIALS FOR STREET ASPHALT PATCHING	10/25/2019	124191	2,010.45
001-031-00-53008 - Materials to Maintain Blvd Lights	1028 - SPRINGFIELD ELECTRIC SUPPLY CO.	LEDS FOR DOWNTOWN STREET LIGHTS	10/17/2019	124204	841.14
001-031-00-53099 - Other Commodities	316 - DP SUPPLY INC	CUSTODIAL SUPPLIES-PW FACILITY	11/04/2019	124150	10.02
001-051-00-51001 - Salaries	4044 - TEAM COMPANY dba STAFFQUICK	TEMP EMPLOYEES FOR PARKS	10/30/2019	124208	1,180.20
001-051-00-52008 - Uniform Rental	53 - ARAMARK UNIFORM SERVICES INC	Floor Mats	10/28/2019	124107	7.00
001-051-00-52011 - Maintenance of Building	3159 - NATE MOJONNIER PLUMBING, HEATING & COOLING	REPAIR TO WATER VALVE-PW SHOP	10/21/2019	124186	88.00
001-051-00-52013 - Maintenance of other IM	1381 - JOHN SHEPHERD	WINTER PARK WELL/IRRIGATION REPAIR	10/21/2019	124175	850.00
001-051-00-52041 - Telephone	42 - AT&T	BOOK-IN LINE/PSB ALARM/CITY HALL	10/26/2019	124116	55.37
001-051-00-52041 - Telephone	42 - AT&T	POOL/PARKS/DMT/FIRE	10/25/2019	124117	230.98
001-051-00-52041 - Telephone	42 - AT&T	PHONE SERVICE/PARKS	10/28/2019	124118	46.91
001-051-00-52041 - Telephone	42 - AT&T	PW ALARM/PW OPS BACKUP/AVG PUMP STATION/TRAFFIC SIGNALS	10/25/2019	124119	162.00
001-051-00-52088 - Rentals	340 - DEPKE WELDING SUPPLIES INC	GAS CYLINDER RENTAL FOR PARKS	10/24/2019	124145	17.40
001-051-00-52099 - Other Contractual Services	316 - DP SUPPLY INC	VACUUM CLEANER REPAIR - CITY HALL	10/28/2019	124150	40.26
001-051-00-53011 - Materials to Maintain Buildings	1028 - SPRINGFIELD ELECTRIC SUPPLY CO.	EMERGENCY LIGHTS FOR CITY HALL	10/31/2019	124204	225.28
001-051-00-53011 - Materials to Maintain Buildings	1028 - SPRINGFIELD ELECTRIC SUPPLY CO.	LIGHT FIXTURE FOR ELLSWORTH SHELTER	10/17/2019	124204	127.58
001-051-00-53011 - Materials to Maintain Buildings	687 - LOWE'S BUSINESS ACCOUNT	DRYWALL COMPOUND FOR CITY HALL	11/07/2019	124182	13.29
001-051-00-53011 - Materials to Maintain Buildings	687 - LOWE'S BUSINESS ACCOUNT	MISC SUPPLIES FOR CITY HALL	11/07/2019	124182	32.86
001-051-00-53011 - Materials to Maintain Buildings	888 - KIRBY RISK CORPORATION	EMERGENCY LIGHT FOR HPCH	10/30/2019	124178	56.97
001-051-00-53011 - Materials to Maintain Buildings	888 - KIRBY RISK CORPORATION	WALL PLATES FOR SWITCHES AT LINCOLN PARK	10/29/2019	124178	1.80
001-051-00-53011 - Materials to Maintain Buildings	981 - ROGERS SUPPLY COMPANY INC	MOTOR FOR OVERHEAD SHOP FURNACE	11/04/2019	124197	75.18
001-051-00-53011 - Materials to Maintain Buildings	981 - ROGERS SUPPLY COMPANY INC	PARTS FOR SHOP HEATER-PW FACILITY	11/03/2019	124197	36.36
001-051-00-53011 - Materials to Maintain Buildings	981 - ROGERS SUPPLY COMPANY INC	REPAIR PARTS FOR SHOP HEATERS-PW FACILITY	11/03/2019	124197	44.85
001-051-00-53013 - Materials to Maintain Other	1492 - TRACTOR SUPPLY CREDIT PLAN	RIVER GATES	10/07/2019	124213	319.98
001-051-00-53013 - Materials to Maintain Other	6116 - STOCK+FIELD DANVILLE	TIES FOR DOWNTOWN CHRISTMAS DECORATIONS & PLIERS	11/01/2019	124205	42.97
001-051-00-53013 - Materials to Maintain Other	687 - LOWE'S BUSINESS ACCOUNT	PATCH FOR FAIRCHILD ST BOLLARDS	11/07/2019	124182	4.08
001-051-00-53013 - Materials to Maintain Other	888 - KIRBY RISK CORPORATION	FIXTURE FOR WELCOME TO DANVILLE WEST SIGN	10/09/2019	124178	11.05
001-051-00-53016 - Materials to Maint other Equipment	76 - B & D SALES AND SERVICE	PARTS FOR PARKS CHAINSAW REPAIRS	10/30/2019	124123	20.99
001-051-00-53017 - Small Tools & Equipment	1028 - SPRINGFIELD ELECTRIC SUPPLY CO.	LIGHT BULBS FOR CITY HALL	10/31/2019	124204	52.19
001-051-00-53017 - Small Tools & Equipment	6116 - STOCK+FIELD DANVILLE	CLEANING SUPPLIES FOR PARKS BUILDINGS	10/30/2019	124205	61.97
001-051-00-53017 - Small Tools & Equipment	6116 - STOCK+FIELD DANVILLE	DOWNTOWN CHRISTMAS DECORATING SUPPLIES	10/30/2019	124205	34.98
001-051-00-53017 - Small Tools & Equipment	6116 - STOCK+FIELD DANVILLE	TIES FOR DOWNTOWN CHRISTMAS DECORATIONS & PLIERS	11/01/2019	124205	5.98

CITY OF DANVILLE

ACCOUNTS PAYABLE FOR NOVEMBER 12, 2019

GL Account	Vendor	Invoice Description	Invoice Date	Check Number	Transaction Amount
001-051-00-53017 - Small Tools & Equipment	687 - LOWE'S BUSINESS ACCOUNT	AUGER BIT FOR RIVER GATE	11/07/2019	124182	28.49
001-051-00-53099 - Other Commodities	316 - DP SUPPLY INC	CUSTODIAL SUPPLIES-PW FACILITY	11/04/2019	124150	20.02
001-051-00-53099 - Other Commodities	6117 - STOCK+FIELD TILTON	ANTI-FREEZE FOR STRAY TRUCK WEATHERIZATION	10/31/2019	124206	15.92
001-051-00-53099 - Other Commodities	687 - LOWE'S BUSINESS ACCOUNT	CHEMICALS FOR CLEANING LEAF A LEGACY MARKERS	11/07/2019	124182	28.45
001-051-00-54024 - Pride Grows	1972 - ADAMS MEMORIALS	LEAF A LEGACY MARKER - HOSCH	10/25/2019	124106	90.00
001-052-00-52041 - Telephone	42 - AT&T	POOL/PARKS/DMT/FIRE	10/25/2019	124117	72.70
001-060-00-46035 - Permits	6141 - FREEMAN EXTERIORS	REIMBURSE FOR BUILDING PERMIT OUTSIDE CITY LIMITS	11/01/2019	124157	100.00
001-060-00-46035 - Permits	001-060-00-46035 - Permits	REIMBURSE FOR PERMIT OVER CHARGE	11/01/2019	124162	70.00
001-060-00-46035 - Permits	6143 - ATD MARKETING	REIMBURSE SIGN PERMIT-NOT REGISTERED CONTRACTOR	11/01/2019	124121	40.00
001-060-00-46035 - Permits	6144 - DRAKE HOMES	REIMBURSE FOR BUILDING PERMIT AT 604 BENSYL	10/31/2019	124151	344.70
001-060-00-53001 - Publication	666 - THE NEWS-GAZETTE BUSINESS OFFICE	PUBLIC HEARING FOR REZONING	10/31/2019	124211	48.51
001-060-00-53003 - Office Supplies	60 - ARNOLDS OFFICE SUPPLY	DO NOT MAIL STAMPS	11/04/2019	124109	21.00
104-104-00-54099 - Other Expenditures	5602 - TRANSLATION RISK AND ALTERNATIVE DATA SOLUTIONS INC	PERSON SEARCHES - CID	11/04/2019	124214	160.30
106-106-16-54090 - CDBG Community Projects	2103 - DARREN OWENS EXCAVATING	DEMO LOWBOY 101 S COLLETT	10/31/2019	124143	250.00
106-106-17-54090 - CDBG Community Projects	3964 - ERES INTERNATIONAL INC DBA: ENGINEERING AND RESEAR	JACKSON SHARED USED PATH	10/31/2019	124155	511.55
106-106-18-54090 - CDBG Community Projects	3646 - HINSHAW AND CULBERTSON, LLP	Legal Services	10/10/2019	124167	3,355.00
106-106-18-54090 - CDBG Community Projects	4130 - NATIONAL CONSTRUCTION SERVICES	235 S VIRGINIA	10/30/2019	124187	8,756.09
106-106-18-54090 - CDBG Community Projects	5826 - DREAMWORKS PROPERTY AND CONSTRUCTION MANAGEMENT,LL	1013 JAMES PLACE	10/24/2019	124152	12,370.00
106-106-19-53001 - Publication	666 - THE NEWS-GAZETTE BUSINESS OFFICE	PUBLIC HEARING NOTICE	10/31/2019	124210	383.67
106-106-19-53003 - Office Supplies	60 - ARNOLDS OFFICE SUPPLY	FILE COPY STAMP	10/30/2019	124110	23.70
107-107-00-52058 - Infrastructure Development	1022 - PRAIRIE MATERIAL	MATERIALS FOR SHARED COST - 1516 N GILBERT	10/18/2019	124193	381.50
107-107-00-52097 - Pavement Maintenance	6044 - DMS CONTRACTING, INC	SEAL COAT PROJECT AND MARKING LINES	10/16/2019	124148	66,474.65
113-113-20-52008 - Uniform Rental	1209 - CINTAS CORPORATION	UNIFORMS AND MATS	11/01/2019	124129	279.07
113-113-20-52011 - Maintenance of Building	671 - TERMINIX SERVICES INC	INSPECTION AND TREATMENT	10/22/2019	124209	350.00
113-113-20-52014 - Maintenance of Office Equipment	295 - DTI OFFICE SOLUTIONS	MAINTENANCE AGREEMENT	11/01/2019	124153	90.02
113-113-20-52015 - Maintenance of Vehicles	1746 - THERMO KING MIDWEST	LABOR AND PARTS BUS 819	10/22/2019	124212	360.00
113-113-20-52015 - Maintenance of Vehicles	4660 - TT DISTRIBUTION	Bus Parts	08/16/2019	124215	38.62
113-113-20-52015 - Maintenance of Vehicles	4660 - TT DISTRIBUTION	Bus Parts	03/04/2019	124215	43.20
113-113-20-52015 - Maintenance of Vehicles	4660 - TT DISTRIBUTION	Bus Parts	08/02/2019	124215	23.83
113-113-20-52015 - Maintenance of Vehicles	663 - LINNE MACHINE CO., INC.	LABOR BUS 819 MODIFY SKID PLATES	10/30/2019	124181	150.00
113-113-20-52021 - Auditing	4986 - CLIFTON LARSON ALLEN LLP	PROGRESSIVE BILLING 6/30/19 STATE OPERATING AUDIT	10/24/2019	124132	1,250.00
113-113-20-52041 - Telephone	42 - AT&T	POOL/PARKS/DMT/FIRE	10/25/2019	124117	53.73
113-113-20-52083 - Dues and Subscriptions	6036 - JJ KELLER & ASSOCIATES	FEDERAL & STATE LAW POSTER SUBSCRIPTION	09/23/2019	124174	54.30
113-113-20-53003 - Office Supplies	60 - ARNOLDS OFFICE SUPPLY	OFFICE SUPPLIES	10/31/2019	124109	42.68
113-113-20-53011 - Materials to Maintain Buildings	1209 - CINTAS CORPORATION	UNIFORMS AND MATS	11/01/2019	124129	106.76
113-113-20-53015 - Materials to Maintain Vehicles	1284 - KIRK'S AUTOMOTIVE INC.	BUS PARTS - ALTERNATOR, BELT	10/23/2019	124179	970.00
113-113-20-53015 - Materials to Maintain Vehicles	1746 - THERMO KING MIDWEST	LABOR AND PARTS BUS 819	10/22/2019	124212	132.33
113-113-20-53015 - Materials to Maintain Vehicles	6063 - O'REILLY	Brake Cleaner	10/28/2019	124190	47.76
113-113-20-53024 - Gasoline	630 - ILLINI FS INC	SUPER GOLD OIL, DEF, ANTIFREEZE	11/01/2019	124168	2,907.10
113-113-20-53024 - Gasoline	630 - ILLINI FS INC	SYNTHETIC ATF	11/01/2019	124169	2,736.80
113-113-20-53024 - Gasoline	630 - ILLINI FS INC	FUEL	10/10/2019	124170	15,914.97
113-113-20-53026 - Clothing	6118 - CLEAN	Clothing	10/31/2019	124131	13.40
113-113-20-53026 - Clothing	6118 - CLEAN	Clothing	11/01/2019	124131	99.36
113-113-20-53026 - Clothing	6118 - CLEAN	Clothing	10/31/2019	124131	(13.40)
113-113-20-53099 - Other Commodities	1209 - CINTAS CORPORATION	Gloves	10/25/2019	124129	140.00
113-113-20-53099 - Other Commodities	316 - DP SUPPLY INC	OFFICE SUPPLIES	10/29/2019	124150	20.40

CITY OF DANVILLE

ACCOUNTS PAYABLE FOR NOVEMBER 12, 2019

GL Account	Vendor	Invoice Description	Invoice Date	Check Number	Transaction Amount
302-302-00-54013 - Lease Purchase	2084 - DE LAGE LANDEN PUBLIC FINANCE LLC	CITY TELEPHONE SYSTEM LEASE	10/30/2019	124144	2,765.38
310-310-00-54177 - Community Investment	2103 - DARREN OWENS OWENS EXCAVATING	HAULING FOR DEMO - 829-833 E MAIN	10/29/2019	124142	145.50
310-310-00-54177 - Community Investment	2465 - DANVILLE RUBBER GROUP	PARTS FOR CAT320 DEMO EXCAVATOR	11/05/2019	124141	85.90
401-401-00-52030 - Credit Card Company Fee	4715 - TAKE A SHOT LLC	REIMBURSEMENT OF CREDIT CARD PROCESSING FEES	10/30/2019	124207	273.22
401-401-00-52041 - Telephone	42 - AT&T	POOL/PARKS/DMT/FIRE	10/25/2019	124117	39.21
401-401-00-52083 - Dues and Subscriptions	6036 - JJ KELLER & ASSOCIATES	FEDERAL & STATE LAW POSTER SUBSCRIPTION	09/23/2019	124174	54.30
401-401-00-54061 - Commission	4715 - TAKE A SHOT LLC	COMMISSION 10/21-10/27/19	10/30/2019	124207	64.40
402-402-00-52008 - Uniform Rental	53 - ARAMARK UNIFORM SERVICES INC	UNIFORMS SEWER	10/28/2019	124107	85.56
402-402-00-52022 - Engineering Services	4011 - DONOHUE AND ASSOCIATES INC.	POLAND ROAD PUMP STATION UPGRADE	11/01/2019	124149	4,048.25
402-402-00-52022 - Engineering Services	4836 - NATIONAL POWER RODDING CORP.	2019 SEWER CLEANING AND TELEVISION	11/02/2019	124188	157,770.76
402-402-00-52039 - Property Report & Lien	848 - VERMILION COUNTY RECORDER VERMILION CO ILLINOIS	LIEN RELEASE-369 LYNCH ROAD	11/05/2019	124219	50.00
402-402-00-52039 - Property Report & Lien	848 - VERMILION COUNTY RECORDER VERMILION CO ILLINOIS	LIEN RELEASE-1003 GLENWOOD	11/01/2019	124220	25.00
402-402-00-52039 - Property Report & Lien	848 - VERMILION COUNTY RECORDER VERMILION CO ILLINOIS	LIEN RELEASE-1003 GLENWOOD	11/01/2019	124221	25.00
402-402-00-52039 - Property Report & Lien	848 - VERMILION COUNTY RECORDER VERMILION CO ILLINOIS	LIEN RELEASE-1003 GLENWOOD	11/06/2019	124222	25.00
402-402-00-52041 - Telephone	42 - AT&T	1705 W. WILLIAMS	10/28/2019	124112	222.74
402-402-00-52041 - Telephone	42 - AT&T	H&L PUMP STATION	10/25/2019	124113	46.90
402-402-00-52041 - Telephone	42 - AT&T	PW ALARM/PW OPS BACKUP/VG PUMP STATION/TRAFFIC SIGNALS	10/25/2019	124119	58.35
402-402-00-52083 - Dues and Subscriptions	6036 - JJ KELLER & ASSOCIATES	FEDERAL & STATE LAW POSTER SUBSCRIPTION	09/23/2019	124174	6.79
402-402-00-52099 - Other Contractual Services	2983 - LEXISNEXIS RISK SOLUTIONS	OCT 2019 ACTIVITY CHARGES	10/31/2019	124180	75.00
402-402-00-52099 - Other Contractual Services	3159 - NATE MOJONNIER PLUMBING, HEATING & COOLING	REPAIR TO WATER VALVE-PW SHOP	10/21/2019	124186	88.00
402-402-00-52099 - Other Contractual Services	3737 - USIC LOCATING SERVICES, LLC	MULTIPLE LOCATING SERVICES	11/01/2019	124217	1,093.57
402-402-00-53014 - Materials to Maintain Storm Water	2743 - HAHNE AND COMPANY	STOCK CEMENT FOR CB REPAIRS	10/21/2019	124163	149.55
402-402-00-53014 - Materials to Maintain Storm Water	3133 - SPORT REDI-MIX LLC	BACKFILL MATERIAL FOR STORM SEWER REPAIR FOR AQUA	10/22/2019	124203	493.50
402-402-00-53014 - Materials to Maintain Storm Water	3133 - SPORT REDI-MIX LLC	MATERIAL FOR CB REPAIR-1040 TEXAS AVE.	10/17/2019	124203	306.50
402-402-00-53014 - Materials to Maintain Storm Water	3310 - COUNTY MATERIALS CORP.	STOCK TUBS & RINGS FOR CB REPAIR	10/25/2019	124135	1,745.00
402-402-00-53014 - Materials to Maintain Storm Water	966 - DANIEL L RIBBE TRUCKING INC	MATERIAL FOR STORM SEWER REPAIR-1040 TEXAS	10/29/2019	124139	618.80
402-402-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	OIL FILTER FOR UNIT #2- SEWER VACTOR	10/28/2019	124185	10.43
402-402-00-53016 - Materials to Maint other Equipment	287 - DANVILLE AUTO PARTS	REPLACEMENT BATTERY FOR GENERATOR #4	10/28/2019	124140	205.93
402-402-00-53017 - Small Tools & Equipment	1028 - SPRINGFIELD ELECTRIC SUPPLY CO.	REPLACEMENT CRIMPING TOOL	10/28/2019	124204	46.12
402-402-00-53017 - Small Tools & Equipment	277 - DI FIRE & SAFETY EQUIPMENT	SPANNER WRENCH FOR LIFT STATION WORKER	10/17/2019	124147	322.50
402-402-00-53053 - Mat to Maintain Lift Station	3977 - USA BLUE BOOK	STOCK COUPLINGS FOR FORCE MAIN REPAIRS	10/24/2019	124216	517.48
402-402-00-53053 - Mat to Maintain Lift Station	435 - GASVODA & ASSOCIATES INC	FILTER ASSEMBLY FOR CHATEAU ESTATES LIFT STATION	10/21/2019	124159	457.45
402-402-00-53099 - Other Commodities	1028 - SPRINGFIELD ELECTRIC SUPPLY CO.	ELECTRICAL TAPE FOR TV TRUCK	10/21/2019	124204	13.62
402-402-00-53099 - Other Commodities	287 - DANVILLE AUTO PARTS	PARTS FOR CAMERA TRUCK & GLOVES	10/24/2019	124140	76.74
402-402-00-53099 - Other Commodities	316 - DP SUPPLY INC	CUSTODIAL SUPPLIES-PW FACILITY	11/04/2019	124150	10.02
402-402-00-53099 - Other Commodities	3506 - HAYES INSTRUMENT CO.,INC.	CONSUMABLES FOR ENGINEERING	10/30/2019	124164	80.60
402-402-00-53099 - Other Commodities	60 - ARNOLDS OFFICE SUPPLY	OFFICE SUPPLIES	11/01/2019	124109	38.92
402-402-00-53099 - Other Commodities	981 - ROGERS SUPPLY COMPANY INC	MOTOR FOR OVERHEAD SHOP FURNACE	11/04/2019	124197	37.59
402-402-00-53099 - Other Commodities	981 - ROGERS SUPPLY COMPANY INC	PARTS FOR SHOP HEATER-PW FACILITY	10/31/2019	124197	18.19
402-402-00-53099 - Other Commodities	981 - ROGERS SUPPLY COMPANY INC	REPAIR PARTS FOR SHOP HEATERS-PW FACILITY	11/01/2019	124197	22.43
402-402-00-55067 - Storm Infrastructure Improvement	3042 - BIG O SERVICES	STORM DRAIN IMPROVEMENTS	10/30/2019	124125	29,532.97
405-405-00-52039 - Property Report & Lien	848 - VERMILION COUNTY RECORDER VERMILION CO ILLINOIS	LIEN RELEASE-1003 GLENWOOD	11/01/2019	124220	25.00

CITY OF DANVILLE

ACCOUNTS PAYABLE FOR NOVEMBER 12, 2019

GL Account	Vendor	Invoice Description	Invoice Date	Check Number	Transaction Amount
405-405-00-52039 - Property Report & Lien	848 - VERMILION COUNTY RECORDER VERMILION CO ILLINOIS	LIEN RELEASE-1003 GLENWOOD	11/01/2019	124221	25.00
405-405-00-52039 - Property Report & Lien	848 - VERMILION COUNTY RECORDER VERMILION CO ILLINOIS	LIEN RELEASE-1003 GLENWOOD	11/06/2019	124222	25.00
405-405-00-52083 - Dues and Subscriptions	6036 - JJ KELLER & ASSOCIATES	FEDERAL & STATE LAW POSTER SUBSCRIPTION	09/23/2019	124174	6.79
405-405-00-52099 - Other Contractual Services	2983 - LEXISNEXIS RISK SOLUTIONS	OCT 2019 ACTIVITY CHARGES	10/31/2019	124180	75.00
405-405-00-53015 - Materials to Maintain Vehicles	1151 - WATSON GENERAL TIRE INC	TIRES FOR AUTOMATED GARBAGE TRUCKS	11/04/2019	124227	1,035.52
405-405-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	HARDWARE FOR CATALYTIC CONVERTER UNIT #93	10/30/2019	124185	16.26
405-405-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	Parts for unit #92	10/31/2019	124185	1.14
405-405-00-53016 - Materials to Maint other Equipment	3821 - KEY EQUIPMENT & SUPPLY CO	PARTS FOR SWEEPER #2	10/24/2019	124177	127.36
405-405-00-53016 - Materials to Maint other Equipment	3821 - KEY EQUIPMENT & SUPPLY CO	FUEL TANK AND PARTS FOR SWEEPER #2	10/23/2019	124177	1,108.24
405-405-00-53099 - Other Commodities	6116 - STOCK+FIELD DANVILLE	PPE-WINTER COATS FOR A. PINNICK	11/04/2019	124205	114.98
405-405-00-53099 - Other Commodities	981 - ROGERS SUPPLY COMPANY INC	MOTOR FOR OVERHEAD SHOP FURNACE	11/04/2019	124197	37.59
405-405-00-53099 - Other Commodities	981 - ROGERS SUPPLY COMPANY INC	PARTS FOR SHOP HEATER-PW FACILITY	10/31/2019	124197	18.19
405-405-00-53099 - Other Commodities	981 - ROGERS SUPPLY COMPANY INC	REPAIR PARTS FOR SHOP HEATERS-PW FACILITY	11/01/2019	124197	22.43
704-704-00-52029 - Professional Services	4909 - FEHR-GRAHAM & ASSOCIATES ENGINEERING & SCIENCE CON	Brownfield Redevelopment Program	09/30/2019	124156	1,000.00
<b>Grand Total</b>					<b>363,658.36</b>

8-A-1



**Date:** November 12, 2019  
**To:** Alderman Mike Puhr, Public Works Committee Chairman  
**From:** Lisa Beith, Director of Public Transportation  
**Subject:** Public Transportation Department Summary

Ridership / Revenue Reports:

- Ridership for the month of October 2019 was 58,107.
- The ADA ridership report for September was 694 rides.
- Revenue for the month of October was \$26,802.93.

Items of Information:

- Plans are being finalized for route adjustments, scheduled to begin January 1, 2020 (overview / summary provided with PW packet)



101 North Jackson Street danville, illinois 61832 217 431 0653 fax 217 431 8647

## MONTHLY REVENUE RECORD

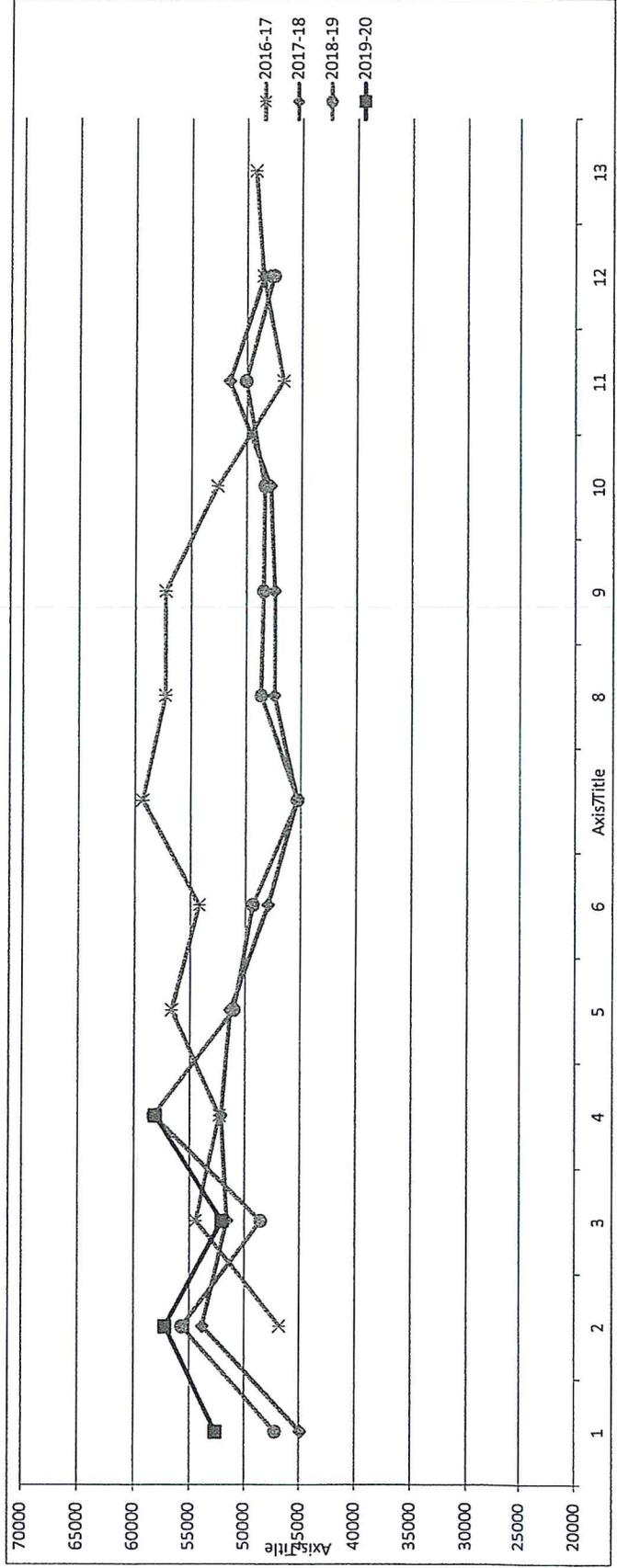
### October 2018

REVENUE TYPES:	Farebox	Subs.	Ticket Sales	Adv.	Misc.	G-Town Route #9	Daily Total
October dates							
1	\$640.70		\$207.50				\$848.20
2	\$777.81		\$780.75				\$1,558.56
3	\$649.08		\$182.50				\$831.58
4	\$708.41		\$509.00				\$1,217.41
5							\$0.00
6							\$0.00
7	\$1,256.58		\$482.25				\$1,738.83
8	\$760.17		\$210.00				\$970.17
9	\$781.59		\$158.25				\$939.84
10	\$703.10		\$250.00				\$953.10
11	\$643.42		\$354.00				\$997.42
12							\$0.00
13							\$0.00
14							\$0.00
15	\$1,706.20		\$664.00				\$2,370.20
16	\$702.17		\$205.50				\$907.67
17	\$592.33		\$197.50				\$789.83
18	\$542.00		\$742.46		\$17.10		\$1,301.56
19							\$0.00
20							\$0.00
21	\$1,129.10		\$383.25	\$1,555.00			\$3,067.35
22	\$667.19		\$511.50				\$1,178.69
23	\$630.75		\$205.01				\$835.76
24	\$608.73		\$265.00				\$873.73
25	\$616.97		\$226.00				\$842.97
26							\$0.00
27							\$0.00
28							\$0.00
29	\$1,769.34		\$488.50				\$2,257.84
30	\$575.69		\$884.50				\$1,460.19
31	\$580.30		\$281.73				\$862.03
<b>Totals</b>	<b>\$17,041.63</b>	<b>\$0.00</b>	<b>\$8,189.20</b>	<b>\$1,555.00</b>	<b>\$17.10</b>	<b>\$0.00</b>	<b>\$26,802.93</b>
<b>TOTAL REVENUE</b>	<b>\$17,041.63</b>	<b>Total of FB, &amp; Sub</b>	<b>\$8,189.20</b>	<b>\$1,555.00</b>	<b>\$17.10</b>	<b>\$0.00</b>	<b>\$26,802.93</b>

# Danville Mass Transit Ridership History

## Monthly Ridership

	2016-17	2017-18	2018-19	2019-20	% Change Prev. Year
JUL	46788	44886	47215	52617	10.3%
AUG	54370	53776	55648	57173	2.7%
SEP	52297	51589	48541	52040	6.7%
OCT	56622	52127	58269	58107	-0.3%
NOV	54182	51335	51020		
DEC	59285	47914	49322		
JAN	57289	45310	45284		
FEB	57270	47420	48630		
MAR	52599	47411	48440		
APR	46647	47791	48332		
MAY	48516	51560	50076		
JUN	49219	48425	47555		
<b>TOTAL</b>	<b>635084</b>	<b>589544</b>	<b>598332</b>	<b>219937</b>	<b>1.5%</b>

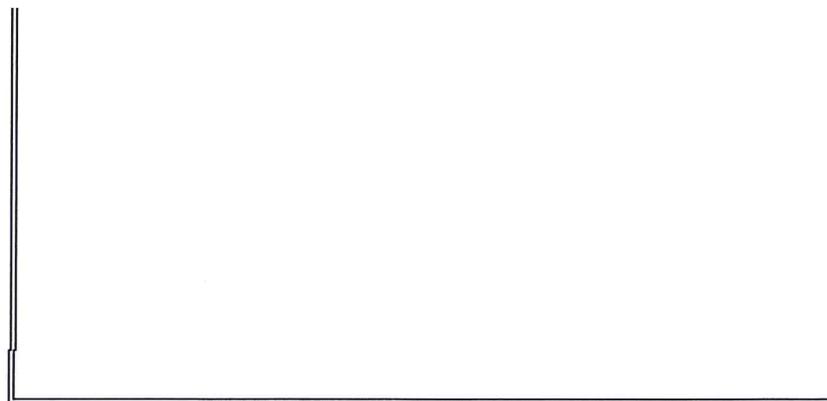


Danville Mass Transit Schedule Changes  
Effective January 1, 2020

- **1 Grant/Logan:** We will re-route the entire North and Logan area, as demolition and street closures will begin in that neighborhood with the construction of the new Carle facility. We will now use Madison Street to provide access to Logan Avenue and we will eventually have a bus shelter on the Carle facility.
- **4 Bowman:** This route will now service the Holiday Hills area, instead of the 14 Lynch route.
- **5 Fairchild:** This route will now run from 8:45 am until 5:45 pm weekdays. This route complements the 6 Main/Fairchild route for service in the Fair Oaks and Green Meadows neighborhoods. It will no longer provide service to Genpact.
- **8 Douglas Park:** The 8 Douglas Park route will once more continue down Perrysville Road to south Griffin Street. This will provide a bus stop within a reasonable proximity to the mobile home parks in the area. On Saturdays, this route will be run as a Dial-a-Ride service, similar to our weekday Evening Service route, from 8:45 am until 4:45 pm.
- **9 Georgetown:** We will run 3 additional trips of the Georgetown route weekdays; 7:15 am, 10:15 am, and 3:15 pm., and the 2:45 pm trip will now leave our bus terminal at 2:15 pm. This will provide a more comprehensive service throughout the day. The time restraints that the riders in South County were once subject to will become a weekday service that can be utilized from 6:15 am until 5:45 pm without any breaks during the day. The 9 Georgetown will *not* run on Saturdays, for now. Should we see any future need, we may re-evaluate the schedules to include Saturday service. We will also begin to access some roads along Spelter Avenue to provide closer access to service for

the employees at KIK, by providing a stop on the east side of the overpass.

- **10 Danville-Champaign:** Weekdays, we will no longer run the 5:20 pm trip to Champaign
- **12 Heights/South Danville:** We will begin a limited Saturday service by including the Heights route as a part of the Saturday Dial-a-Ride service from 8:45 am until 4:45 pm.
- **13 Tilton:** The Tilton route will now provide service over to Kingsdale Drive, benefiting the residents in the Coachlight Mobile Home Park area. It will also give employees who work at Lebanon Seaboard a stop that is more accessible on Ross Lane. Additionally, a 6:45 am trip has been added. And on Saturdays, service is available from 8:45 am to 4:45 pm with the dial-a-ride service.
- **14 Lynch:** This route will see the biggest improvement in terms of job access. Not only will the route run hourly weekdays from 6:15 am until 7:15 pm, we will run the Lynch route on Saturdays *every other hour* at 7:15, 9:15, and 11:15 am and 1:15, 3:15 and 5:15 pm. The routing has changed to allow us to run this trip in one (1) hour, and we will begin service to the south side of the interstate to Sygma and Fiberteq. We will also provide service to Genpact hourly.
- **Evening Service - Dial-a-Ride:** There will be no changes on the weekday, evening service other than the areas along the Grant/Logan and Douglas Park routes that has changed.
- **Saturday Dial-a-Ride service:** This will provide the customers in the Tilton and Douglas Park areas with a more frequent opportunity for service on Saturdays. It will also provide customers in the Heights / South Danville service areas with a service on Saturdays.



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE VACATING AN ALLEY,  
OR PART THEREOF, PURSUANT TO CHAPTER 30 OF THE CITY CODE**

WHEREAS, a Petition to Vacate was filed by Linwood, LLC, Petitioner, requesting that the City Council vacate the alley, or part thereof, legally described as follows, to-wit:

See Attached Exhibit A

and,

WHEREAS, pursuant to notice duly given by the Public Works Department, a public hearing on the Petition to Vacate was conducted by the Public Works Committee of the City Council on November 12, 2019; and,

WHEREAS, the City Council finds that the public interest will be subserved by vacating said premises; and,

WHEREAS, compensation to the City in the amount of \$960.00 has been deposited with the City Clerk; and,

WHEREAS, all of the requirements of Section 30.10 relating to the Petition to Vacate and public hearing thereon have been satisfied;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Danville as follows:

Section 1: The alley, or part thereof, legally described on Exhibit A, attached hereto and incorporated by reference herein, is hereby vacated.

Section 2: There are one or more public service facilities located in such alley, or part thereof, and there is hereby reserved to the city or to public utilities owning them, as the case may be, for the benefit of the public, the rights-of-way, easements, permission and authority to construct, operate, maintain, renew, reconstruct or remove its public service facilities in, over, under, upon or across the alley, or part thereof, hereby vacated. The city or public utilities shall be compensated by the benefitted party or parties for any reasonable expenses as may be incurred in connection with any mutually agreed rearrangement, removal or relocation of said facilities, this body having determined that it is both necessary and desirable for the public interest that the service of all public utilities be operated or continued by means of said facilities.

In the event that the City or any entity having an easement in the above-described property must excavate or otherwise disturb the premises, any repairs to surface improvements will be done at the owner's cost and at no cost to the City or any public utility possessing an easement.

Section 3: Compensation to the City in the amount of \$960.00 is hereby approved as full and adequate consideration for the vacation hereunder.

Section 4: The City Clerk shall file this Ordinance in the Recorder's Office of Vermilion County, Illinois, and it shall not be effective until so filed for record.

Section 5: Only the following owner(s) of one particular parcel identified in the Petition to Vacate as paying 100% of the compensation set forth above, shall acquire title to the entire alley, or part thereof, vacated hereunder, unless the deed or other instrument dedicating such alley has expressly provided for a specific devolution of the title thereto upon the abandonment or vacation thereof, in which case such specific devolution shall control: Linwood, LLC.

PASSED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ Ayes, \_\_\_\_\_ Nays, and \_\_\_\_\_ Absent.

APPROVED:

By: \_\_\_\_\_  
Mayor

ATTEST:

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

EXHIBIT A

Legal Description of Alley and Second Right-of-Way Sought to be Vacated

East-West Alley Running Between Lots 11 & 14

Beginning at the Southeast corner of Lot Eleven (11) in Block One (1) in William H. Well's First Addition to Danville, Illinois; thence South a distance of Sixteen  $\frac{1}{2}$  (16.5) feet to the Northeast corner of Lot Fourteen (14) in Block One (1) in William H. Well's First Addition to Danville, Illinois; thence West along the North line of said Lot Fourteen (14) a distance of One Hundred Forty Seven  $\frac{1}{2}$  (147.5) feet to the Northwest corner of said Lot Fourteen (14); thence North a distance of Sixteen  $\frac{1}{2}$  (16.5) feet to the Southwest corner of said Lot Eleven (11); thence East along the South line of said Lot Eleven (11) a distance of One Hundred Forty Seven  $\frac{1}{2}$  (147.5) feet to the place of beginning.

Corner of Lot 11 from 07/26/1968 Right-of-Way Dedication

Beginning at the Southeast corner of Lot Eleven (11) in Block One (1) in William H. Well's First Addition to Danville, Illinois; thence North along the East line of said Lot Eleven (11) a distance of Sixteen and  $\frac{6}{10}$  (16.6) feet; thence Southwesterly to a point on the South line of Lot Eleven (11) Sixteen and  $\frac{6}{10}$  (16.6) feet West of the Southeast corner of said Lot Eleven (11); thence East Sixteen and  $\frac{6}{10}$  (16.6) feet to the place of beginning.



BEFORE THE DANVILLE CITY COUNCIL  
DANVILLE, ILLINOIS

OFFICE USE Public Hearing Date: 11-12-19  
City Council Approval Date: 11-19-19  
Non-refundable Filing Fee of \$100.00 Paid:  Rec'd by: lm

FILED  
OCT 09 2019

Lisa K. Monson, City Clerk  
Danville, Illinois

STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF VERMILION )

PETITION TO VACATE

The undersigned Petitioner(s), being first duly sworn on oath, hereby petition(s) the City Council of the City of Danville to vacate a certain street or alley, or part thereof, hereinafter described, and in support thereof depose(s) and state(s) as follows:

Linwood G. The Petitioner(s) names(s), residence address(es), and phone number(s) is/are as follows:

By: Nathan Byram, ~~22282 Denmark Road Danville, IL 61831~~  
(217) 474-0858 15 Heartland Woods, Oakwood, IL 61858

2. The street address(es) and legal description of the real estate owned by Petitioner(s) abutting on the street or alley, or part thereof, which is the subject matter of this Petition to Vacate is/are as follows:

917 North Walnut St Danville - Lots 7, 10, 11 and 14 in Block 1 in William H. Well's First Addition to Danville, EXCEPT that part of said Lot 11 dedicated to the City of Danville, Illinois for the use of a public highway by a right-of-way dedication dated July 26, 1968 and filed December 5, 1968 as document number 804196 in book 772, page 647, in the recorder's office of Vermilion County, IL

3. The metes and bounds legal description of the street or alley, or part thereof, sought to be vacated under this Petition to Vacate is as follows:

See Attached Sheet - Exhibit A



6. A copy of a Sidwell's (or similar) map of the vicinity in which the street or alley, or part thereof, sought to be vacated is located is attached hereto and made a part hereof.

7. UMJ (initial if applicable) The undersigned Petitioner(s) request(s) that any ordinance of vacation which may be adopted by the City Council pursuant to this Petition shall provide that only the owner(s) of one particular parcel identified as paying 100% of the compensation under paragraph 5 above shall acquire title to the entire street or alley, or part thereof, so vacated, except where the deed or other instrument dedicating such street or alley, or part thereof, has expressly provided for a specific devolution of the title thereto upon the abandonment or vacation thereof.

8. Upon information and belief, the public interest will be sub served by vacating such street or alley, or part thereof.

9. Any utilities or other public service facilities located in the street or alley, or part thereof, shall be reserved to the city or the public utility, as the case may be, notwithstanding the adoption of an ordinance of vacation pursuant to this Petition.

Petitioner(s):

 (signed)

Print Name: Member of Linwood, LLC

\_\_\_\_\_ (signed)

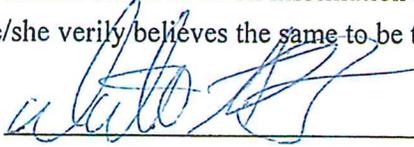
Print Name: \_\_\_\_\_

\_\_\_\_\_ (signed)

Print Name: \_\_\_\_\_

**VERIFICATION**

Under the pains of and penalties for perjury, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he/she verily believes the same to be true.

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn to  
before me this 10 day of  
January, 2019.

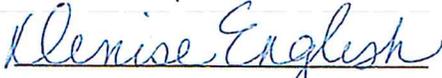
  
\_\_\_\_\_  
Notary Public



EXHIBIT A

Legal Description of Alley and Second Right-of-Way Sought to be Vacated

East-West Alley Running Between Lots 11 & 14 (See Exhibit B):

Beginning at the Southeast corner of Lot Eleven (11) in Block One (1) in William H. Well's First Addition to Danville, Illinois; thence South a distance of Sixteen  $\frac{1}{2}$  (16.5) feet to the Northeast corner of Lot Fourteen (14) in Block One (1) in William H. Well's First Addition to Danville, Illinois; thence West along the North line of said Lot Fourteen (14) a distance of One Hundred Forty Seven  $\frac{1}{2}$  (147.5) feet to the Northwest corner of said Lot Fourteen (14); thence North a distance of Sixteen  $\frac{1}{2}$  (16.5) feet to the Southwest corner of said Lot Eleven (11); thence East along the South line of said Lot Eleven (11) a distance of One Hundred Forty Seven  $\frac{1}{2}$  (147.5) feet to the place of beginning.

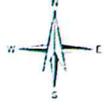
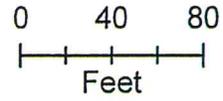
Corner of Lot 11 from 07/26/1968 Right-of-Way Dedication (See Exhibit C):

Beginning at the Southeast corner of Lot Eleven (11) in Block One (1) in William H. Well's First Addition to Danville, Illinois; thence North along the East line of said Lot Eleven (11) a distance of Sixteen and  $\frac{6}{10}$  (16.6) feet; thence Southwesterly to a point on the South line of Lot Eleven (11) Sixteen and  $\frac{6}{10}$  (16.6) feet West of the Southeast corner of said Lot Eleven (11); thence East Sixteen and  $\frac{6}{10}$  (16.6) feet to the place of beginning.

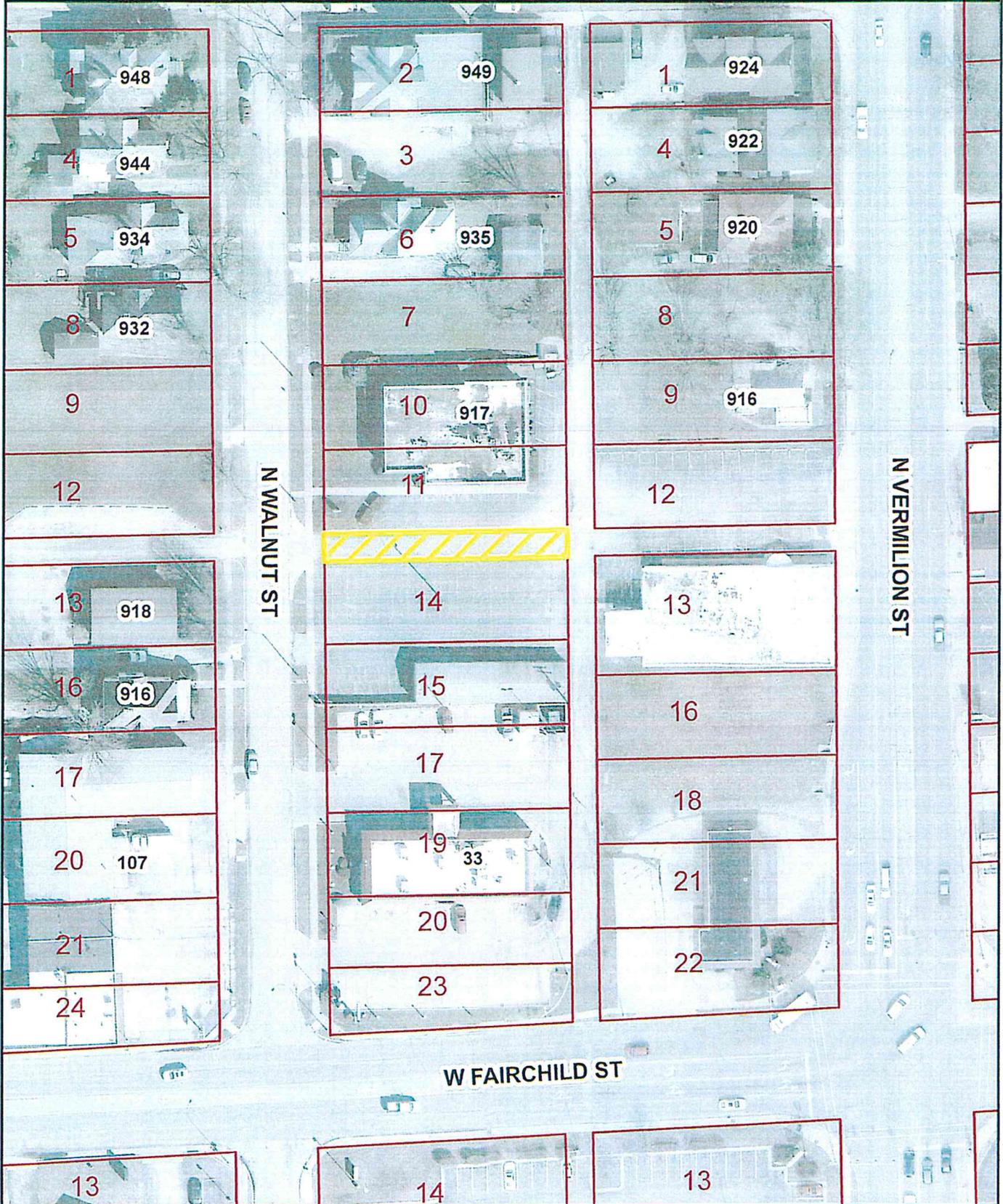
Exhibit B

Map of Alley Vacation  
917 N Walnut St

Created  
October 10, 2019

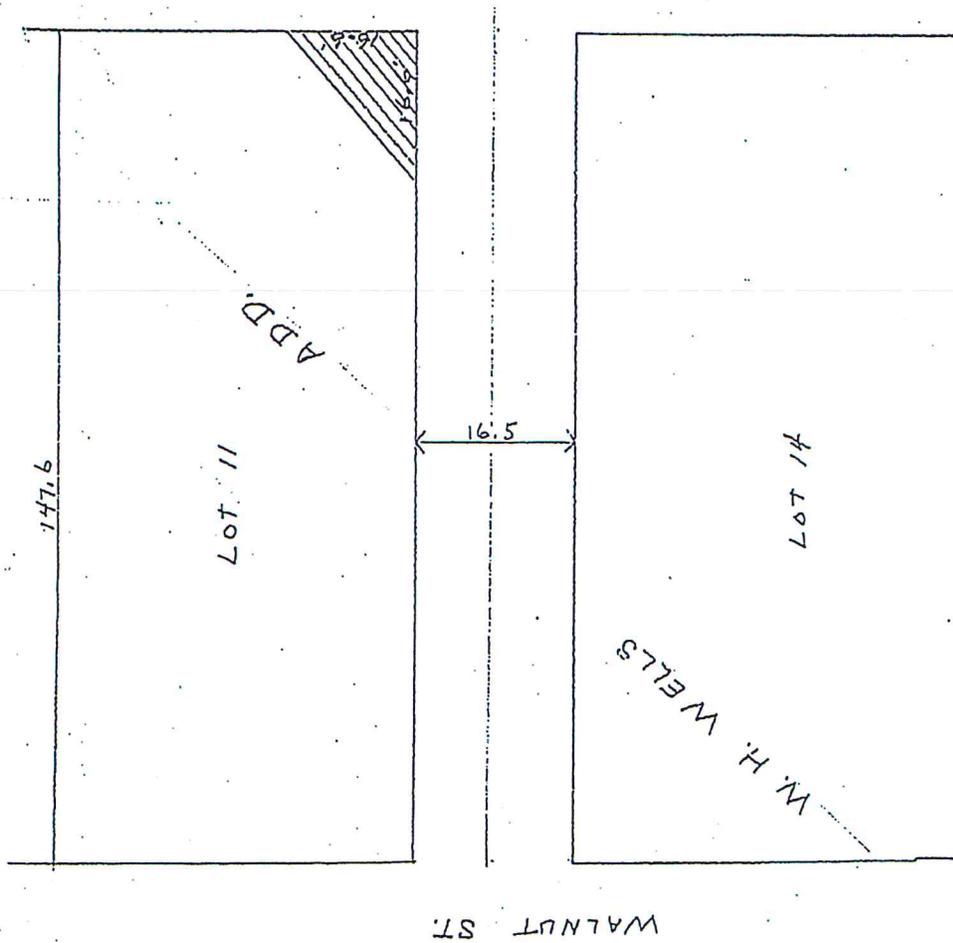


Map showing subdivision lots & lot numbers



# EXHIBIT C

Corner of Lot 11 from  
1968 right of way dedication.



### LEGEND

Dedication



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION FOR APPROVING PURCHASE OF A LOW PROFILE FLAT DECK EQUIPMENT TRAILER

WHEREAS, The City of Danville operates and maintains sanitary sewers, storm structures, creek banks, drainage ditches and ditch embankments throughout the community to convey storm and wastewater in an appropriate manner; and

WHEREAS, the City desires to purchase a low-profile flat deck trailer to increase Department capabilities and improve productivity by increasing the ability to transport equipment and supplies; and

WHEREAS, the City desires to utilize the value of three dump trailers, that do not meet the needs of the Department and are not able to be utilized for the processes in which they were originally intended; therefore are not being used; and

WHEREAS, Royer Trailer Sales LLC has proposed selling the City one new 2020 PJ 102” X 36’ Pintle Dual Wheel Trailer With Upgraded Axles, Electric Brakes, and a Hydraulic Powertail for a purchase price of \$19,690.00 less the trade of \$7,000.00 for the 2017 PJ Gooseneck Dump Trailer (VIN #4P5DC1622J3030680), \$4,600.00 for the 2016 Sure Trac 14,000 Pound Dump Trailer (VIN #5JW1D1424G4141046), AND \$4,600.00 for the 2016 Sure Trac 14,000 Pound Dump Trailer (VIN #5JW142XG4141942) for a final purchase price of \$3,490.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Danville that:

1. The proposal submitted by Royer Trailer Sales LLC, for the purchase of one PJ 36’ Pintle Dual Wheel Trailer for the amount of \$3,490.00 be approved. .
2. Funds for this purchase shall come from the Sanitary Sewer fund ‘Other Capital Equipment’ line item #402-402-55016 in the amount of \$3,490.00.
3. Mayor and Comptroller or designee authorize the trade in of the 2017 PJ Gooseneck Dump Trailer (VIN #4P5DC1622J3030680), the 2016 Sure Trac 14,000 Pound Dump Trailer (VIN #5JW1D1424G4141046), and the 2016 Sure Trac 14,000 Pound Dump Trailer (VIN #5JW142XG4141942).
4. The Mayor and City Clerk be authorized to execute all contract documents.
5. This resolution shall take effect upon its passage and publication.

PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019, by AYES \_\_\_\_\_ NAYS \_\_\_\_\_ ABSENT \_\_\_\_\_

APPROVED:

BY: \_\_\_\_\_ MAYOR

ATTEST:

BY: \_\_\_\_\_ City Clerk

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING CONSTRUCTION OF TEMPORARY SUPPORT OF THE SANITARY SEWER AT THE LAKE VERMILION DAM

WHEREAS, the City of Danville owns and operates an 8" diameter sanitary sewer which is mounted to the Lake Vermilion Dam; and

WHEREAS, the location of the City's sanitary sewer will require construction of special supports to allow Aqua Illinois, Inc. to complete its ongoing upgrades to the Lake Vermilion Dam; and

WHEREAS, Aqua Illinois is willing to cooperate with the City to ensure continued sewer service to the Chateau Estates Subdivision; and

WHEREAS, Aqua Illinois, Inc. and it's contractor have provided the City with an estimated construction cost of \$62,918.95 to complete construction of the support system.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Danville, Illinois, as follows:

- 1. The Mayor, City Clerk, and Comptroller are hereby authorized and directed to execute all documents necessary for this Resolution and completion of the proposed work
- 2. The Comptroller is authorized to pay for the work by transferring \$62,918.95 from the Sanitary Sewer Fund (402) Reserves to budget line item 55018.
- 3. This resolution shall take effect upon its passage and publication.
- 4. This work shall be paid for from budget line item number 402-402-55018.

PASSED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ by \_\_\_\_Ayes, \_\_\_\_Nay, \_\_Not Voting, and \_\_Absent.

APPROVED:

BY: \_\_\_\_\_  
MAYOR

ATTEST:

By: \_\_\_\_\_  
CITY CLERK

SEWER SUPPORT ESTIMATE

DAILY CREW RATE

Craft	Hourly Rate	Count	Hrs/day	Daily Cost/Craft
Carpenter Foreman	\$ 94.70	1	9	\$ 852.30
Carpenter	\$ 91.17	2	9	\$ 1,641.06
Ironworker	\$ 82.47	2	9	\$ 1,484.46
Labor - Skilled	\$ 80.12	2	9	\$ 1,442.16
Oiler	\$ 72.55	1	9	\$ 652.95
Crane Operator	\$ 96.22	1	9	\$ 865.98

DAILY CREW RATE	\$ 6,938.91
-----------------	-------------

Equipment Spread/Mat.	Barge Day Rates
US barge	\$ 2,094.00
DS barge	\$ 1,035.60
Sewer Support Materials	\$ 12,576.40

Estimated days to complete work	5
---------------------------------	---

Equipment Cost	\$ 15,648.00
Labor Cost	\$ 34,694.55
Materials Cost	\$ 12,576.40
<b>TOTAL EST. COST</b>	<b>\$ 62,918.95</b>

RESOLUTION NO. 2019\_\_\_\_\_

A RESOLUTION AWARDING THE CONTRACT FOR THE POLAND ROAD PUMP STATION UPGRADE PROJECT

WHEREAS, the City of Danville has advertised and sought bids for construction of needed upgrades and improvements to the Poland Road sanitary sewer pump station; and

WHEREAS, the City of Danville previously contracted with Donohue & Associates, Inc. as approved by Resolution 2019-87 to develop engineering plans and specifications for construction of the upgrades and improvements; and

WHEREAS, the City of Danville advertised for bids and solicited interested vendors.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Danville, Illinois, that:

1. As the attached Bid Tabulation shows, three bids were received. However Schomburg & Schomburg's bid not acknowledge receipt of Addendum #1 and the failure to acknowledge receipt of Addenda renders a bid non-responsive, and as such it must be thrown out.
2. Of the two remaining responsive bids, the contract for the Bid #636 is hereby awarded to the next lowest responsive bidder, Cross Construction, Inc. in the Lump Sum Bid amount of \$576,163.00. Alternate #1 will not be awarded with this contract.
3. The Mayor is authorized to issue a purchase order, execute the construction contract, and complete all work necessary to complete and pay for this transaction.
4. The work shall be paid for budget line item 402-402-55018.
5. This Resolution shall take effect upon its passage and publication.

PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ by \_\_\_ Ayes, \_\_\_ Nay, \_\_\_ Absent.

APPROVED:

BY: \_\_\_\_\_  
MAYOR

ATTEST:

By: \_\_\_\_\_  
CITY CLERK



## BID TABULATION

Owner: City of Danville, Illinois  
Project: Poland Road Pump Station Upgrades  
Project No.: 13637  
Bid Date & Time: 10:00 AM, Tuesday, November 5, 2019

Contractor	Lump Sum Base Bid Price	Add. Alt. #1 Retaining Wall	Certified Check, Bank Check, or Bid Bond	Acknowledge Addenda #1?
Cross Construction Company  Total: \$621,508	\$576,163	\$45,345	Yes	Yes
Stark Excavating  Total: 745,000	\$699,000	\$43,000	Yes	Yes
Schomburg & Schomburg  Total: \$602,346.55	\$559,857.91	\$42,488.64	Yes	NO

Engineer's Estimate:  
Base Bid: \$623,000  
Alt #1: \$31,000

RESOLUTION NO. 2019-

A RESOLUTION AWARDING THE CONTRACT FOR CONSTRUCTION OF THE HINKLEY STREET AND HIGHLAND BLVD. DRAINAGE IMPROVEMENTS

WHEREAS, the City of Danville has advertised and sought bids for construction of needed drainage improvements on Hinkley Street along Highland Blvd.; and

WHEREAS, drainage improvements to Hinkley Street north of Fairchild are part of the storm water master plan and are necessary to alleviate frequent local flooding; and

WHEREAS, drainage improvements along Highland Blvd. near the H&L landfill are recommended to minimize erosion and maintenance challenges from water runoff; and

WHEREAS, the City of Danville developed engineering plans and specifications for construction of the improvements; and

WHEREAS, the City of Danville advertised for bids and solicited interested vendors; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Danville, Illinois, that:

1. The contract for the Bid #638 is hereby awarded to the lowest responsible bidder, Owens Excavating & Trucking in the amount of \$101,800.00.
2. The Mayor is authorized to issue a purchase order, execute the construction contract, and complete all work necessary to complete and pay for this transaction.
3. The work shall be paid for from budget line item 402-402-55067.
4. This Resolution shall take effect upon its passage and publication.

PASSED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ by \_\_Ayes, \_\_Nay, \_\_Absent.

APPROVED:

BY: \_\_\_\_\_  
MAYOR

ATTEST:

By: \_\_\_\_\_  
CITY CLERK

**BID #638 RECAP**

<b>CONTRACTOR</b>	<b>BASE BID PRICE</b>	<b>ALTERNATE BID ITEM FLUSH INLET BOX</b>
OWENS EXCAVATING & TRUCKING	\$ 101,800.00	\$ 4,000.00
MIDWEST ASPHALT	\$ 103,151.15	\$ 4,895.00
CROSS CONSTRUCTION	\$ 104,419.39	\$ 4,886.31
DUCE CONSTRUCTION CO.	\$ 104,300.00	\$ 4,600.00
SCHOMBURG & SCHOMBURG	\$ 105,195.81	\$ 3,649.53

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROPRIATING MFT FUNDS  
FOR THE PURCHASE OF ROCK SALT

WHEREAS, the City of Danville desires to have the option to purchase rock salt for use on roadways during the winter months; and

WHEREAS, the City received prior quotes for rock salt which exceed the funds budgeted; and

WHEREAS, the purchase of rock salt is considered an eligible maintenance activity for the use of MFT funds; and

WHEREAS, as a condition of the procurement contract the City is required to purchase a certain minimum quantity of rock salt.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Danville, Illinois, as follows:

1. The Mayor, City Clerk, and Comptroller are hereby authorized and directed to execute all documents necessary in support of this Resolution including applicable IDOT resolutions and forms, and purchase orders.
2. The Comptroller or designee is authorized to pay for the purchase by transferring up to \$150,000.00 from line item 103-103-20-55000 to a new budget line item, 103-103-20-60000.
3. This resolution shall take effect upon its passage and publication.

PASSED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_ Ayes, \_\_\_ Nay, \_\_\_ Not Voting, and \_\_\_ Absent.

APPROVED:

BY: \_\_\_\_\_  
MAYOR

ATTEST:

By: \_\_\_\_\_  
CITY CLERK



Resolution for Maintenance Under the Illinois Highway Code



Resolution Number	Resolution Type	Section Number
2019 -	Original	20-00000-00-GM

BE IT RESOLVED, by the Council of the City of Danville Illinois that there is hereby appropriated the sum of One - hundred and fifty - thousand Dollars ( \$150,000.00 )

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 11/01/19 to 04/30/20 .

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that City of Danville shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I City Clerk in and for said City of Danville in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Council of Danville at a meeting held on                      .

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this                      day of                      Month, Year                      .

(SEAL)

Clerk Signature

APPROVED

Regional Engineer  
 Department of Transportation



Estimate of Maintenance Costs

Submittal Type Original

Local Public Agency	County	Section Number	Maintenance Period Beginning	Maintenance Period Ending
City of Danville	Vermilion	20-00000-00-GM	11/01/19	04/30/20

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
Rock Salt	I	No	Point of Delivery	Ton	1,311	\$114.36	\$149,925.96	\$149,925.96
<b>Total Operation Cost</b>								\$149,925.96

Estimate of Maintenance Costs Summary

Maintenance	MFT Funds	Other Funds	Estimated Costs
Local Public Agency Labor			
Local Public Agency Equipment			
Materials/Contracts(Non Bid Items)	\$149,925.96		\$149,925.96
Materials/Deliver & Install/Request for Quotations (Bid Items)			
Formal Contract (Bid Items)			
<b>Maintenance Total</b>	\$149,925.96		\$149,925.96

Estimated Maintenance Eng Costs Summary

Maintenance Engineering	MFT Funds	Other Funds	Total Est Costs
Maintenance Engineering			
Material Testing			
Advertising			
Bridge Inspection Engineering			
<b>Maintenance Engineering Total</b>			
<b>Total Estimated Maintenance</b>	\$149,925.96		\$149,925.96

Remarks

Rock salt purchased through IL CMS joint purchasing requisition.

SUBMITTED

Local Public Agency Official	Date
<input type="text"/>	<input type="text"/>

Title

County Engineer/Superintendent of Highways	Date
<input type="text"/>	<input type="text"/>

APPROVED

Regional Engineer Department of Transportation	Date
<input type="text"/>	<input type="text"/>

RESOLUTION NO. 2019-

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT  
FOR EDWARDS STREET RE-CONSTRUCTION

WHEREAS, the City of Danville has various design projects scheduled requiring engineering design and surveying and needs supplemental assistance in order to provide engineering plans and specifications; and

WHEREAS, Edwards Street from Main Street to Cleveland Avenue has failing pavement and curb and gutter along with storm water ponding issues; and

WHEREAS, the City of Danville has previous experience with Knight and Associates Surveying, LLC on surveying and design engineering projects; and

WHEREAS, the City has negotiated a scope of services and fee for engineering services to complete a survey and prepare design documents for the improvements; and

WHEREAS, the project lies within an area eligible for expenditure of CDBG funds which will assist the City in expending its CDBG grant funds in a timely manner;

WHEREAS, the City intends to use CDBG funds pending the approval of the IHPA and the Environmental clearances as required by HUD; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Danville, Illinois, that:

1. The attached agreement for Professional Services between the City of Danville and Knight & Associates Surveying LLC in the amount of \$35,257.18 is hereby approved.
2. The Mayor and City Clerk are hereby authorized and directed to execute and deliver said agreement on behalf of the City.
3. The work shall be paid for from the Community Development Block Grant budget line item 106-106-18-54090.
4. This Resolution shall take effect upon its passage and publication.

PASSED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ by \_\_\_Ayes, \_\_\_Nay, \_\_\_Absent.

APPROVED:

BY: \_\_\_\_\_  
MAYOR

ATTEST:

By: \_\_\_\_\_  
CITY CLERK

Client City of Danville, Illinois	Knight & Associates Surveying, LLC <b>Preliminary Engineering Services Agreement</b> With City of Danville	Knight and Associates Surveying LLC
1155 E Voorhees, Suite A Danville, IL 61832		Address 307 W Wood Street
County VERMILION		City Paris
Section EDWARDS STREET		State ILLINOIS

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the City of Danville and Knight & Associates Surveying, LLC and covers certain professional engineering services in connection with the City of Danville improvement of the Project described as:

#### Section Description

Name EDWARDS STREET RE-CONSTRUCTION

Route Edwards St. Length - Mi. 1800 FT (Structure No. n/a )

Termini Main Street to Cleveland Avenue

Description:

SEE EXHIBIT "A" FOR SCOPE OF WORK

SEE EXHIBIT "B" FOR ITEMIZED COST

#### Agreement Provisions

**KAS Agrees,**

1. To perform or be responsible for the performance of the following engineering services for the City of Danville, in connection with the proposed improvements herein before described, and checked below:

- a.  Make such detailed surveys as are necessary for the preparation of detailed roadway plans
- b.  Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
- c.  Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the City of Danville.
- d.  Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
- e.  Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
- f.  Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
- g.  Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the City of Danville at his actual cost for reproduction.
- h.  Furnish survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

**PAYMENTS**

1. That payments due KAS for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the monthly billings, provided to the City of Danville.
2. Services Not to Exceed (see Exhibit "B") \$35,257.18
3. If scope of project changes KAS and City of Danville will renegotiate agreement cost.

**It is Mutually Agreed,**

1. That any difference between KAS and the City of Danville concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the KAS, one member appointed by the City of Danville and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the City of Danville upon giving notice in writing to KAS at his last known post office address. Upon such termination, KAS shall cause to be delivered to the City of Danville all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the City of Danville. KAS shall be paid for any services completed and any services partially completed.
3. Completion of design plans will be by or before March 1, 2020.

---

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

Executed by the City of Danville:

\_\_\_\_\_ of the  
(Municipality/Township/County)  
State of Illinois, acting by and through its

ATTEST:

By \_\_\_\_\_  
\_\_\_\_\_  
(Seal) Clerk

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

Executed by KAS:

\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

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

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

**EXHIBIT "A"**  
**SCOPE OF WORK**  
**EDWARDS STREET RE-CONSTRUCTION**

**SURVEY SCOPE:**

1. Full Topo to about 30' either side of Centerline. Topo on Side streets to about 75'.
2. JULIE full length of project.
3. There are storm sewers at Utah Street and at the south end of the project. Need rim shots, sewer sizes & flowlines.
4. Cross sections every 50' to about 40' either side of centerline.
5. Profiles of all entrances and side streets. Entrances to 50' Side streets to 100'.

**CADD SCOPE:**

1. Plot existing cross section
2. Plot Topography

**DESIGN PLANS:**

1. Set up reference files
2. Plot existing street profile on P&P Sheets
3. Plot proposed centerline and EP profile on P&P Sheets
4. Setup cross section sheets and transfer cross sections sheets
5. Plot proposed template on cross sections
6. Plan notes and sheet lettering
7. Pavement Design Computations
8. Quantity Comps
9. Schedules of Quantities and Summary of Quantities
10. Cover Sheet, Benchmarks & Tie Points
11. Estimate of Cost and Estimate of Time
12. Special Provisions
13. Preparing submittal for City review
14. Plan changes mandated by City review & Final plan submittal

**BORINGS AND PAVEMENT DESIGN:**

1. Sub Consultant Midwest Engineering and Testing

**NOT INCLUDED IN SCOPE:**

1. Environmental needs





RESOLUTION NO. 2019-\_\_\_

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR THE HARRISON STREET IMPROVEMENTS

WHEREAS, the City of Danville has various design projects scheduled requiring engineering design and surveying and the City needs supplemental assistance in order to provide engineering plans and specifications; and

WHEREAS, Harrison Street from Vermilion Street to west of Walnut Street has failing sidewalks and curb and gutters that are not accessible and in compliance with current standards;

WHEREAS, the City has negotiated a scope of services and fee for engineering services to complete a survey and prepare design documents for the improvements; and

WHEREAS, the City of Danville has previous experience with Farnsworth Group on design engineering projects;

WHEREAS, the project lies within an area eligible for expenditure of CDBG funds which will assist the City in expending its CDBG grant funds in a timely manner;

WHEREAS, the City intends to use CDBG funds pending the approval of the IHPA and the Environmental clearances as required by HUD; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Danville, Illinois, that:

1. The attached agreement for Professional Services between the City of Danville and Farnsworth Group in the amount of \$98,000.00 is hereby approved.
2. The Mayor and City Clerk are hereby authorized and directed to execute and deliver said agreement on behalf of the City.
3. The work shall be paid for from the Community Development Block Grant budget line item 106-106-18-54090.
4. This Resolution shall take effect upon its passage and publication.

PASSED THIS \_\_\_ DAY OF \_\_\_\_\_, 20\_\_ by \_\_\_ Ayes, \_\_\_ Nay, \_\_\_ Absent.

APPROVED:

BY: \_\_\_\_\_  
MAYOR

ATTEST:

By: \_\_\_\_\_  
CITY CLERK

**PROFESSIONAL SERVICES AGREEMENT**  
**(For use with General Conditions)**

This PROFESSIONAL SERVICES AGREEMENT (this "*Agreement*") is made as of \_\_\_\_\_ (the "*Effective Date*") between the City of Danville ("*Danville*") and Farnsworth Group, Inc., an Illinois corporation ("*Farnsworth Group*"). Each of Farnsworth Group and Danville is referred to herein as a "*Party*," and collectively as the "*Parties*."

1. **Services.** Farnsworth Group will perform the work and services (the "*Services*"), as set forth in the Statement of Work entered into by the Parties ("*SOW*"), attached hereto as **Exhibit A**. Unless expressly set forth otherwise in the applicable SOW, Farnsworth Group will provide all supervision, labor, materials, tools, equipment, and subcontracted work that are necessary for the performance and completion of the Services.

2. **Term.** This Agreement commences on the Effective Date, and unless sooner terminated in accordance with this Agreement, will continue until the Services are completed.

3. **Pricing and Payment.** Danville will pay Farnsworth Group the fees set forth in the SOW (the "*Fees*"). The rates used in calculating the Fees for the SOW will be the rates set forth in the then-current rate schedule attached hereto as **Exhibit B** ("*Rate Schedule*"), which Rate Schedule may be unilaterally amended by Farnsworth Group no more frequently than once per year, beginning on the first day of the calendar year commencing after the date of this Agreement. Unless expressly set forth to the contrary on the applicable SOW, Farnsworth Group will bill Danville for Services at the Fees monthly and upon completion of the SOW. Applicable Taxes will be separately stated on any invoice. Unless expressly set forth to the contrary on the applicable SOW, Danville will pay the invoiced Fees on or before thirty (30) days after receipt of Farnsworth Group's invoice. Amounts outstanding more than thirty (30) days will accrue interest at the rate of 1.5% per month (compounded), or if lower, the maximum rate permitted by applicable law. Should a past due amount exceed sixty (60) days, Farnsworth Group shall have the right to suspend all Services, without liability of any kind to Danville, until full payment is received. Danville will reimburse Farnsworth Group for reasonable meals and travel expenses incurred in connection with travel requested by Danville outside the metropolitan area in which the individual employee or contractor of Farnsworth Group normally works.

4. **Notice.** All notices required or permitted under this Agreement must be written and will be deemed given and received (a) if by personal delivery, on the date of such delivery, (b) if by electronic mail, on the transmission date if sent before 4:00 pm U.S. central time on a business day or, in any other case, on the next business day, (c) if by nationally recognized overnight courier, on the next business day following deposit for next business day delivery, or (d) if by certified mail, return receipt requested with postage prepaid, on the third business day following deposit. Notice must be addressed at the address or electronic mail address shown below for, or such other address as may be designated by notice by such Party:

*If to Danville:*  
City of Danville  
Attn: Same Cole, PE  
17 West Main  
Danville, IL 61832  
E-mail: [scole@cityofdanville.org](mailto:scole@cityofdanville.org)

*If to Farnsworth Group:*  
Farnsworth Group, Inc.  
Attn: Ryan Uebinger, PE  
2211 W. Bradley Avenue  
Champaign, IL 61821  
E-mail: ruebinger@f-w.com

*With a copy (which will not constitute notice) to:*  
Farnsworth Group, Inc.  
Attn: Chief Financial Officer  
2709 McGraw Drive  
Bloomington, IL 61704  
E-mail: rrichardson@F-W.com

5. **Governing Terms.** The terms and conditions of this Agreement apply to the SOW issued pursuant to this Agreement. All purchases of Services are expressly limited to and conditioned upon acceptance of this Agreement. Any additional or conflicting terms or conditions contained in any purchase order, statement of work, or other document issued by Danville will not be binding upon Farnsworth Group and are expressly rejected by Farnsworth Group.

6. **Facsimile; PDF Signatures.** Execution and delivery of this Agreement and the SOW by delivery of a facsimile or portable document format ("PDF") copy bearing the facsimile or PDF signature of any party hereto shall constitute a valid and binding execution and delivery of this Agreement or SOW by such party. Such facsimile and PDF copies shall constitute enforceable original documents.

7. **General Conditions.** The General Conditions attached hereto as Exhibit C are incorporated into and made a part of this Agreement.

8. **Exhibits.** The following Exhibits are attached to this Agreement:  
Exhibit A: Form of Statement of Work and Project Scope of Services  
Exhibit B: Rate Schedule  
Exhibit C: General Conditions  
Exhibit D: Estimated Fee Summary  
Exhibit E: Estimated Project Schedule  
Exhibit F: Project Location Map

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**Danville:**  
City of Danville

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

**Farnsworth Group:**  
**Farnsworth Group, Inc.**

By: \_\_\_\_\_  
Name: Ryan Uebinger, PE  
Title: Sr Engineering Manager

By: \_\_\_\_\_  
Name: Eric Bachman, PE  
Title: Principal

**EXHIBIT A**

**FORM OF STATEMENT OF WORK**

**STATEMENT OF WORK**

This Statement of Work (this "**SOW**") is entered into as of the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, between The City of Danville ("**Danville**") and Farnsworth Group, Inc. ("**Farnsworth Group**"). This SOW is entered into pursuant to, and shall be subject to, the terms and conditions of that certain Professional Services Agreement dated as of \_\_\_\_\_ (the "**Agreement**") between Danville and Farnsworth Group. Capitalized terms used and not defined in this SOW will have the meanings ascribed to them in the Agreement.

**PROJECT NAME:** Harrison Street Improvements

**PROJECT SCOPE:**

See attached Exhibit A (Continued), Project Scope of Services and Exhibit F, Project Location Map

**DELIVERABLES:**

See attached Exhibit A (Continued), Project Scope of Services

**SCHEDULE & MILESTONES:**

See attached Exhibit E, Estimated Project Schedule

**FEES:** Estimated Hourly Time and Materials Fee = \$98,000

See attached Exhibit D, Estimated Fee Summary

**Exhibit A**  
**PROJECT SCOPE OF SERVICES – November 7, 2019**

**City of Danville**  
Harrison Street Improvements

**Phase I Engineering / Surveying and Phase II Engineering Services**

**1. Field Survey Complete with Total Station/Data Collector or GPS Equipment**

- Length of Project – Approximately 550 feet on Harrison Street; 100 feet on Walnut Street
- Project area includes Parking lot west of Walnut Street
- Length of topographic survey includes: Harrison Street from 100 feet west of alley to the east side of Vermilion Street; Walnut Street from 100 feet south of Harrison to 200 feet north of Harrison; Alley west of Walnut- 50 feet south of Harrison to 170 feet north of Harrison; Vermilion Street- west half of street from 90 feet south of Harrison to 175 feet north of Harrison; Proposed parking lot west of Walnut Street from Harrison Street north 140 feet.
- Research and verify existing road right-of-way approximate locations
- Establish project site control and Benchmarks at 500' minimum
- Obtain pipe sizes, depths and direction in manholes
- Project assumes property right of entry for soil borings and survey work has been obtained by City of Danville.

**2. Data Collection**

- Obtain existing information and available maps – Wetlands, Endangered Species, USGS, Zoning, Long Range Use, Comprehensive Plans, Corporate Limits, ADT, Utility Contacts
- Roadway and Parking Lot Geotechnical Sampling and Report (To be provided by others under separate contract with the City of Danville)
- Check existing base sheets from field topographic survey
- Coordination of survey data with other engineers providing lighting design and parking lot design

**3. Agency Meetings - Coordination and Review (City, Utility Agency)**

- Attend up to three (3) project review and update meetings with City. Meeting minutes shall be prepared and distributed
- Attend up to two (2) agency coordination meetings and prepare associated meeting minutes. Meetings shall be agreed upon with City and may include utility agency, business owner, resident, school, or other stake holders
- Review Utility Agency Conflict Resolution correspondence and respond to relocation plan

**4. Roadway Plans, Specifications and Estimates (PSE)**

- Project Limits assumed Harrison Street from approximately 200 feet west of Walnut Street to Vermilion Street west edge of pavement. Walnut Street and Alley adjacent to the proposed parking lot (See Location Map – Exhibit B)
- Design Policy – Local Roads and Streets Manual, 2005 Edition (as updated on IDOT website)
- Construction and Engineering Funding type – Community Development Block Grant (CDBG) funding (No IDOT, MFT or Federal Funds)
- Functional Classification – Local Street
- Design speed – 30 mph, Posted speed – 30 mph

**Exhibit A**  
**PROJECT SCOPE OF SERVICES – November 7, 2019**

**City of Danville**  
Harrison Street Improvements

- 24' wide pavement is preferred from edge of pavement to edge of pavement on Harrison, however lane widths may vary to straighten existing alignments (one 12' wide lane in each direction with Curb and Gutter, Type B-6.18) (approaches at project limits may require tapers)
- Sideroads and Alleys will match existing width. Radii will be designed to meet City of Danville Policy if existing right of way, buildings, utilities, sidewalks and other project constraints allow.
- Provide for analysis of the northwest radius at Harrison St and Vermilion St for City buses and or charter buses making a right hand turn
- Proposed 6' wide sidewalk is preferred. Some areas may be wider or narrower to meet existing conditions and policies
- Sidewalk ramps will be designed to meet ADA / PROWAG requirements where existing project constraints allow. Otherwise ramps will be designed to the maximum extent practicable
- Sidewalk decorative brick patterning will continue around the southwest radius of Vermilion St and Harrison St and terminate either at the Vermilion St west edge of pavement or the east limits of the curbside drop off along Harrison. Decorative brick sidewalk is not included throughout the project improvement limits.
- A curb-side drop off sidewalk along the Fischer Theater will be included in the design
- Provide for replacement of entrance aprons within R.O.W. and as necessary to match into proposed Street and Sidewalk Grades. Entrance aprons to be PC Concrete
- Pavement improvement limits will consist of Hot Mix Asphalt (HMA milling and resurfacing)
- Curb and Gutter will be removed and replaced within the improvement limits
- Provide Drainage design for Storm Sewer inlet spacing based at 10 year design period. Design will assume existing sewers are appropriately sized and will attempt to capture stormwater from alleys and sideroads before it enters Harrison Street
- Provide for storm sewer connection by others at alley east of Walnut Street
- The City of Danville will provide Storm Sewer and Sanitary Sewer maps
- Plan and Profile drawings at 1"=20' scale
- Pavement cross slope @ 1.50% and varies
- Cross Sections to be provided at 50' intervals along Harrison Street, and at entrances and side roads
- Provide a Pavement Marking Plan
- Traffic Control will utilize IDOT Standard Details and will not be a detailed design
- Staging plans and detour plans will not be provided
- Provide Storm Water Pollution Prevention and Erosion Control Plan
- Provide two (2) concepts for the roadway alignment and curbside drop off design
- Coordination with adjacent engineering work on parking lot being completed by others and incorporate into the roadway plans and specifications
- Coordination with electrical engineer on lighting plans completed by others and incorporate into the roadway plans and specifications
- Provide estimates for Cost and Time for the project
- Design plans to be completed using Microstation. Data files to be provided electronically if requested
- Pavement cores will be provided by others under separate contract with the City of Danville to assist in determining the proposed HMA resurfacing thickness

**Exhibit A**  
**PROJECT SCOPE OF SERVICES – November 7, 2019**

**City of Danville**  
Harrison Street Improvements

**Note: Not included in this Contract and Scope of Services:**

1. Additional Environmental Items:
  - a. IEPA Notice of Intent and Notice of Termination
  - b. IHPA /IDNR signoffs
  - c. Environmental Survey Request Form and Exhibits
  - d. Preliminary Environmental Site assessment (PESA)
  - e. Special Waste Screening
  - f. IHPA historical/archeological Level 1 studies
  - g. IDNR endangered species detailed action reports
  - h. Environmental Assessment (EA)
  - i. Environmental Impact Statement (EIS)
  - j. Preliminary Site Investigation (PSI)
  - k. Any Wetland Field Surveys, Wetland Mitigation or Banking Plans or coordination
  - l. Noise Modeling
  - m. Air Quality Analysis (COSIM)
  - n. 4(f) or 6(f) Special Lands Studies
  - o. Floodplain or Compensatory Storage Analysis or Review
  - p. Any Forest Preserve Permitting or Coordination
  - q. Preliminary Bridge Design and Hydraulic Study/Report
  - r. Joint 3-Way Permit with USCOE, IDNR, or IEPA
2. Additional Right-of-Way/Easement/Property Items:
  - a. Preparation of Jurisdictional Agency or Roadway Maintenance Agreement
  - b. Preparation of City Funding Agreements
  - c. Additional Coordination Meetings or Presentations with City Council, Homeowners, Hospital, Schools, or Associations other than those detailed above.
  - d. Condemnation, Quick Take, Court Preparation, Court proceedings or other related activities.
  - e. Updated Title Commitments or changes to plats or deeds or appraisals or other Right-of-Way acquisition documents due to property ownership change during the project.
  - f. Fees for Title Commitments, Commitment Updates, or Owner's verification policies.
  - g. ROW and Easement Plats and Descriptions
  - h. Property and ROW Surveys and Staking
  - i. ROW and Easement Negotiations and Appraisals
3. Additional Agency/Public Coordination Items:
  - a. Formal Public Hearing or Context Sensitive Solution (CSS) process
  - b. Advertising, Mailings, or Space Rental for Public Open House (to be completed by City, if required)

**Exhibit A**  
**PROJECT SCOPE OF SERVICES – November 7, 2019**

**City of Danville**  
Harrison Street Improvements

- c. Public or Private Utility Extensions or Replacement planning/design
  - d. Participation in utility coordination meetings other than those meetings listed above.
  - e. Additional meetings other than those listed above
4. Additional Planning/Design Items:
- a. Multiple construction section PS&E packages. Vehicular, Pedestrian or Bicycle Traffic Counts
    - i. Assume ADT will be from IDOT traffic Map or provided by the City of Danville
  - b. Bike Trail or Bike Facility Design
  - c. Parking Lot or Lighting Design (to be provided by others)
  - d. Formal Intersection Design Studies or Traffic Capacity Analysis
  - e. IDOT permit, Intersection, and Ramp and Crossing work
  - f. Cross Section Design
  - g. Signage Plan
  - h. Roadway/intersection capacity analysis; Level of Service (LOS) determinations; auxiliary turn lane or traffic signal warrant evaluations; or preparation of traffic signal design plans
  - i. Existing storm sewer or drainage way outfall analysis or improvements
  - j. Landscaping Plans
  - k. Combined sewer overflow analysis or coordination
  - l. Structural Engineering Services for retaining walls, foundations, or other structural elements
  - m. Updates to Plans, Specifications, Estimates after final submittal to the City due to delays in letting schedule, funding, ROW/Easement acquisitions or other unknown delays
5. Additional Miscellaneous Items:
- a. Letting and Bidding Services, Advertisement for Bidding, Bid Tabs or Services during Bidding process
  - b. Project Scope assumes no MFT, IDOT, or Federal Funding involvement
  - c. Formal Parking Studies or Speed Studies
  - d. Sewer Televising
  - e. Mylar plan plots
  - f. Shop Drawing review
  - g. Construction Staking, Material Testing, or Construction Engineering Services
  - h. Work in Railroad ROW; Railroad Permit and Coordination; Railroad Flagger Fees or Insurance; and Railroad Crossing Pad or Signal Improvements

**This work listed above will be done on a time and material basis under a separate contract addendum if determined to be needed during the course of the project and if requested at a later date by the City.**

**Exhibit A**  
**PROJECT SCOPE OF SERVICES – November 7, 2019**

**City of Danville**  
Harrison Street Improvements

**Location: Harrison Street 200' west of Walnut Street to Vermilion Street**

**PRELIMINARY INDEX OF PLAN SHEETS**

NUMBER	TITLE
1	Cover Sheet
2	Highway Standards, General Notes, and Commitments
3-5	Summary of Quantities
8	Existing and Proposed Typical Sections & Legend
9-11	Schedule of Quantities
12-15	Roadway Plan and Profile
16	Erosion Control Plan
17	Pavement Marking Plan
18	Roadway Miscellaneous Details
19-22	Lighting Plan and Details
23-25	Roadway Cross Sections
26-30	Parking Lot Plan and Details

Estimate 30 sheets in final plan set



Schedule of Charges - January 1, 2019

<b>Engineering/Surveying Professional Staff</b>	<b>Per Hour</b>
Administrative Support .....	\$ 70.00
Engineering Intern I/Cx Specialist I .....	\$ 112.00
Engineering Intern II/Cx Specialist II .....	\$ 123.00
Engineer/Land Surveyor/Senior Cx Specialist .....	\$ 135.00
Senior Engineer/Senior Land Surveyor/Cx Project Manager .....	\$ 141.00
Project Engineer/Project Land Surveyor/Senior Cx Project Manager .....	\$ 155.00
Senior Project Engineer/Senior Project Land Surveyor/Cx Manager .....	\$ 172.00
Engineering Manager/Land Surveying Manager/Senior Cx Manager .....	\$ 194.00
Senior Engineering Manager/Senior Land Surveying Manager/Senior Cx Director .....	\$ 204.00
Principal/Vice President .....	\$ 212.00

<b>Technical Staff</b>	
Technician I .....	\$ 73.00
Technician II .....	\$ 98.00
Senior Technician .....	\$ 109.00
Chief Technician .....	\$ 126.00
Designer/Computer Specialist/Lead Technician .....	\$ 136.00
Senior Designer .....	\$ 141.00
Project Designer/Project Technician .....	\$ 150.00
Senior Project Designer/Systems Integration Manager .....	\$ 169.00
Design Manager/Government Affairs Manager .....	\$ 181.00
Technical Manager .....	\$ 192.00
Senior Technical Manager .....	\$ 205.00

<b>Architecture/Landscape Architecture/Interior Design Professional Staff</b>	
Designer I .....	\$ 101.00
Senior Interior Designer/Designer II .....	\$ 112.00
Architect/Interior Design Manager/Designer III/Project Coordinator .....	\$ 128.00
Senior Architect/Senior Project Coordinator .....	\$ 135.00
Project Architect/Project Manager .....	\$ 148.00
Senior Project Architect/Senior Project Manager .....	\$ 162.00
Architectural Manager .....	\$ 173.00
Senior Architectural Manager .....	\$ 182.00
Principal – Architecture .....	\$ 206.00

<b>Units</b>	
Overtime, If Required by Client – Non-Exempt Employees Only .....	1.25x billing rate
Expert Testimony .....	2x billing rate
Per diem .....	\$55.00/day
ATV & Trailer .....	\$11.00/hr
Field Vehicle .....	\$14.00/hr
Automobile mileage .....	\$0.61/mile
Software/CAD/Revit Station .....	\$15.00/hr
Hand Held GPS .....	\$11.00/hr
GPS Unit (each) .....	\$22.00/hr
Utility Locator/Robotic Total Station .....	\$26.00/hr
Stationary Scanner .....	\$300.00/day
Subconsultants & Other Reimbursable Expenses Related to Project* .....	Cost+ 10%

\*Includes the actual cost of prints/copies, supplies, travel charges, testing services, conferencing services, and other costs directly incidental to the performance of the above services.

CHARGES EFFECTIVE UNTIL JANUARY 1, 2020 UNLESS NOTIFIED

**Date:** 11/07/2019  
**Client:** City of Danville  
**Project:** Harrison Street Improvements

**Reference Conditions:** Farnsworth Group, Inc. will hereinafter be referred to as "Farnsworth Group," the above referenced Client will be referred to as "Client," and the above referenced Project will hereinafter be referred to either as Project or by abbreviation as above set forth. Farnsworth Group is defined as including Farnsworth Group, Inc. and its subsidiaries, affiliates, contractors, subconsultants and agents, including their respective officers, directors, employees, successors and assigns.

**Entire Agreement:** These General Conditions and the signed document to which they are attached constitute the entire Agreement between Client and Farnsworth Group, and are referred to hereinafter collectively as the "Agreement". The Agreement supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of the Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of the Agreement, including any Section Headings or Captions.

**Precedence:** The Agreement shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding Farnsworth Group's services.

**Fee Schedule:** Where lump sum fees have been agreed to between the parties, they shall be so designated in the signed document attached hereto and by reference made a part hereof. Where fees are based upon hourly charges for services and costs incurred by Farnsworth Group, they shall be based upon the hourly fee schedule annually adopted by Farnsworth Group, as more fully set forth in a Schedule of Charges attached hereto and by reference made a part hereof. Such fees in the initial year of the Agreement shall be those represented by said Schedule of Charges, and these fees will annually change at the beginning of each calendar year after the date of the Agreement.

**Invoices:** Charges for services will be billed at least as frequently as monthly, and at the completion of Project. Client shall compensate Farnsworth Group for any sales or value added taxes which apply to the services rendered under the Agreement or any amendment thereto. Client shall reimburse Farnsworth Group for the amount of such taxes, if any, in addition to the compensation due for services. Payment of invoices shall not be subject to any discounts or set-offs by Client unless agreed to in writing by Farnsworth Group. Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. Amounts outstanding more than thirty (30) days will accrue interest at the rate of 1.5% per month (compounded), or if lower, the maximum rate permitted by applicable law. Should a past due amount exceed sixty (60) days, Farnsworth Group shall have the right to suspend all Services, without liability of any kind to Client, until full payment is received. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by Client to Farnsworth Group per Farnsworth Group's then current Schedule of Charges.

**Confidentiality:** Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with the Agreement, and said party shall not reveal such information to any third party. However, nothing herein is meant to preclude either disclosing and/or otherwise using information (i) when the

information is actually known to the receiving party before being obtained or derived from the transmitting party; or (ii) when the information is generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; or (iii) where the information is obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereof; or (iv) is required by law or court order to be disclosed.

**Modification to the Agreement:** Client or Farnsworth Group may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of Farnsworth Group's compensation, to which Client and Farnsworth Group mutually agree shall be incorporated in the Agreement by a written amendment to the Agreement.

**Compliance with Law:** In the performance of services to be provided hereunder, Farnsworth Group and Client agree to comply with applicable federal, state, and local laws and ordinances and lawful order, rules, and regulations of any constituted authority.

**Force Majeure:** Obligations of either party under the Agreement, other than payment obligations, shall be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying herewith, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation, or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created, inability to secure materials or obtain necessary permits, provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

**Standard of Care:** Services performed by Farnsworth Group under the Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee, is included or intended in the Agreement, or in any report, opinion, document, or otherwise.

**Assignment:** Client shall not transfer or assign any rights under or interest in the Agreement, without the written consent of Farnsworth Group.

**Dispute Resolution:** In an effort to resolve any conflicts that arise during the performance of professional services for the Project or following completion of the Project, Client and Farnsworth Group agree that all disputes shall first be negotiated between senior officers of Client and Farnsworth Group for up to thirty (30) days before being submitted to mediation. In the event negotiation and mediation are not successful, either Client or Farnsworth Group may seek a resolution in any state or federal court that has the required jurisdiction within 180 days of the conclusion of mediation.

**Timeliness of Performance:** Farnsworth Group will begin work under the Agreement upon receipt of a fully executed copy of the Agreement. Client and Farnsworth Group are aware that many factors outside Farnsworth Group's control may affect Farnsworth Group's ability to complete the services to be provided under the Agreement. Farnsworth Group will perform these services with reasonable diligence and expediency consistent with sound professional practices.

**Suspension:** Client or Farnsworth Group may suspend all or a portion of the work under the Agreement by notifying the other party in writing if unforeseen circumstances beyond control of Client or Farnsworth Group make normal progress of the work impossible. Farnsworth Group may suspend work in the event Client does not pay invoices when due, and Farnsworth Group shall have no liability whatsoever to Client, and Client agrees to make no claim for any delay or damage as a result of such suspension. The time for completion of the work shall be extended by the number of days work is suspended. If the period of suspension exceeds ninety (90) days, Farnsworth Group shall be entitled to an equitable adjustment in compensation for start-up, accounting and management expenses.

**Termination:** If either party defaults in performing any of the terms or provisions of the Agreement, and continues in default for a period of fifteen (15) days after written notice thereof, the party not in default shall have the right to immediately terminate the Agreement. The non-defaulting party shall be entitled to all remedies under Illinois law at the time of breach, including, without limitation, the right to recover as an element of its damages, reasonable attorney's fees and court costs.

**Consequential Damages:** Notwithstanding any other provision of the Agreement, and to the fullest extent permitted by law, neither Client nor Farnsworth Group, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to the Project or the Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both Client and Farnsworth Group shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in Project.

**Personal Liability:** It is intended by the parties to the Agreement that Farnsworth Group's services in connection with the Project shall not subject Farnsworth Group's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that as Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against "Farnsworth Group, Inc., an Illinois corporation," and not against any of Farnsworth Group's individual employees, officers or directors.

**Reuse of Documents:** All documents including reports, drawings, specifications, and electronic media prepared by Farnsworth Group and/or any subconsultant pursuant to the Agreement are instruments of its services for use solely with respect to this Project. Farnsworth Group and/or any subconsultant shall be deemed the authors and owners of their respective instruments of service and shall retain all common law, statutory and other reserved rights, including copyrights. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without specific written verification or adaptation by Farnsworth Group will be at Client's sole risk, and without liability to Farnsworth Group, and Client shall indemnify and hold harmless Farnsworth Group or any subconsultant from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Farnsworth Group to further compensation at rates to be agreed upon by Client and Farnsworth Group.

**Subcontracting:** Farnsworth Group shall have the right to subcontract any part of the services and duties hereunder without the consent of Client.

**Third Party Beneficiaries:** Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or Farnsworth Group, except as expressly provided herein. Farnsworth Group's services under the Agreement are being performed solely for Client's benefit, and no other party or entity shall have any claim against Farnsworth Group because of the Agreement; or the performance or nonperformance of services hereunder; or reliance upon any report or document prepared hereunder. Neither Farnsworth Group nor Client shall have any obligation to indemnify each other from third party claims, except as expressly provided herein. Client and Farnsworth Group agree to require a similar provision in all contracts with construction contractors and subconsultants,

and other entities involved in the Project to carry out the intent of this provision.

**Insurance and Limitation:** Farnsworth Group is covered by commercial general liability insurance, automobile liability insurance and workers compensation insurance with limits which Farnsworth Group considers reasonable. Certificates of all insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Farnsworth Group agrees to indemnify and hold Client harmless from any loss, damage or liability arising directly from any negligent act by Farnsworth Group. Farnsworth Group shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. Farnsworth Group shall not be responsible for any loss, damage or liability arising from any act by Client, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which Farnsworth Group has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that Farnsworth Group has no duty to defend Client from and against any claims, causes of action or proceedings of any kind.

**Professional Liability Insurance and Limitation:** Farnsworth Group is covered by professional liability insurance for its professional acts, errors and omissions, with limits which Farnsworth Group considers reasonable. Certificates of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Farnsworth Group agrees to indemnify and hold Client harmless from loss, damage or liability arising from errors or omissions by Farnsworth Group that exceed the industry standard of care for the services provided. Farnsworth Group shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. Farnsworth Group shall not be responsible for any loss, damage or liability arising from any act, error or omission by Client, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which Farnsworth Group has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that Farnsworth Group has no duty to defend Client from and against any claims, causes of action or proceedings of any kind.

**Additional Limitation:** In recognition of the relative risks and benefits of the Project to both Client and Farnsworth Group, the risks have been allocated such that Client agrees that for the compensation herein provided, Farnsworth Group cannot expose itself to damages disproportionate to the nature and scope of Farnsworth Group's services or the compensation payable to it hereunder. Therefore, to the maximum extent permitted by law, Client agrees that the liability of Farnsworth Group to Client for any and all causes of action, including, without limitation, contribution, asserted by Client and arising out of or related to the negligent acts, errors or omissions of Farnsworth Group in performing professional services shall be limited to fifty thousand dollars (\$50,000) or the total fees paid to Farnsworth Group by Client under the Agreement, whichever is greater ("Limitation"). Client hereby waives and releases (i) all present and future claims against Farnsworth Group, other than those described in the previous sentence, and (ii) any liability of Farnsworth Group in excess of the Limitation. In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client acknowledges and agrees that (i) but for the Limitation, Farnsworth Group would not have performed the services, (ii) Client has had the opportunity to negotiate the terms of the Limitation as part of an "arms-length" transaction, (iii) the Limitation amount may be less than the amount of professional liability insurance required of Farnsworth Group under the Agreement, (iv) the Limitation is merely a limitation of, and not an exculpation from, Farnsworth Group's liability and does not in any way obligate Client to defend, indemnify or hold harmless Farnsworth Group, (v) the Limitation is an agreed remedy, and (vi) the Limitation amount is neither nominal nor a disincentive to Farnsworth Group performing the services in accordance with the Standard of Care.

**Opinions of Cost:** Farnsworth Group's opinions of probable Project cost or construction cost for the Project will be based solely upon its own experience with construction. Since Farnsworth Group has no control over the cost of labor, materials or equipment, or over a contractor's method of determining prices, or over competitive bidding or market conditions, Farnsworth Group cannot and does not guarantee that proposals, bids, or the construction cost will not vary from its opinions of probable cost. If Client wishes greater assurance as to the construction cost, Client should employ an independent cost estimator.

**Subpoenas:** Client is responsible, after notification, for payment of time charges and expenses resulting from the required response by Farnsworth Group and/or any subconsultant to subpoenas issued by any party other than Farnsworth Group and/or any subconsultant in conjunction with the services performed under the Agreement. Charges are based on fee schedules in effect at the time the subpoena is served.

**Right of Entry:** Client shall provide for Farnsworth Group's and/or any subconsultant's right to enter property owned by Client and/or others in order for Farnsworth Group and/or any subconsultant to fulfill the scope of services for this Project. Client understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not part of the Agreement unless explicitly so provided.

**Recognition of Risk:** Client acknowledges and accepts the risk that: (1) data on site conditions such as geological, geotechnical, ground water and other substances and materials, can vary from those encountered at the times and locations where such data were obtained, and that this limitation on the available data can cause uncertainty with respect to the interpretation of conditions at Client's site; and (2) although necessary to perform the Agreement, commonly used exploration methods (e.g., drilling, borings or trench excavating) involve an inherent risk of contamination of previously uncontaminated soils and waters. Farnsworth Group's and/or any subconsultant's application of its present judgment will be subject to factors outlined in (1) and (2) above. Client waives any claim against Farnsworth Group and/or any subconsultant, and agrees to indemnify and hold Farnsworth Group and/or any subconsultant harmless from any claim or liability for injury or loss which may arise as a result of alleged contamination caused by any site exploration. Client further agrees to compensate Farnsworth Group and/or any subconsultant for any time spent or expenses incurred by Farnsworth Group and/or any subconsultant in defense of any such claim, in accordance with Farnsworth Group's and/or any subconsultant's prevailing fee schedule and expense reimbursement policy.

**Authority and Responsibility:** Client agrees that Farnsworth Group and any subconsultant shall not guarantee the work of any construction contractor or construction subconsultant, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site, or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms, or other work aids.

#### **Electronic Files Transfer.**

- (a) Farnsworth Group may prepare electronic files which contain machine-readable information or certain information for a project ("Project Files"). Client may request Project Files to facilitate Client's understanding of the project. The Parties recognize that the Project Files are subject to alteration, either intentionally or unintentionally, due to, among other causes, transmission, conversion, media degradation, software error or human error. The Parties further understand that the transfer of Project Files from the system and format used by Farnsworth Group to an alternate system or format cannot be accomplished without the introduction of anomalies and/or errors.
- (b) Upon request, during the active term of the project Farnsworth Group will supply Project Files to Client upon the express terms and conditions set forth herein:
  - (i) The Project Files may not be used for any purpose not related specifically to the Client's project. Use of these files for development of other projects; additions to the project, or duplication of the project at any location is expressly prohibited.
  - (ii) The Project Files are provided for information purposes only and are not intended as an end product. The Project Files may be a work in process, and Farnsworth Group is under no obligation to provide Client with any updated version(s) of the Project Files.
  - (iii) Client acknowledges and understands that the Project Files may not reflect all data contained in the contract documents, addenda, or other pertinent contract-related documents. Client acknowledges and understands that the Project Files may contain data which is not included in the contract documents.

- (iv) Client shall indemnify Farnsworth Group for client's use of the Project Files.

- (c) **BIM Digital Files.** With regard to the transfer of Building Information Model (BIM) digital files, both Parties agree as follows:

- (i) Farnsworth Group will provide only those BIM files created for Client's project. There is no representation the BIM files are comprehensive or comprise a complete model of the building.

- (ii) The level of development of the model will be defined consistent with AIA Document E202-2008, as agreed by the parties. After reviewing and verifying the accuracy of the information contained within Farnsworth Group's BIM files, Client is authorized to develop its own model to a higher level of development for its own uses, but, in doing so, expressly agrees to assume all risks associated therewith and indemnify Farnsworth Group.

**Statutes of Repose and Limitation:** All legal causes of action between the parties to the Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose of limitation begin to run any later than the date Farnsworth Group's services are completed or terminated.

**Severability:** If any term or provision of the Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of the Agreement shall remain in full force and effect.

**Waiver:** No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

**Survival:** Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to the Agreement shall survive such completion or termination and remain in full force and without limitation.

**Governing Law:** The Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

**Utilities:** If Client is responsible to provide information on the location of underground utility lines for use on the Project, as defined in the scope of services, then Farnsworth Group is entitled to exclusively rely on the accuracy and completeness of that information and shall provide prompt written notice to Client if Farnsworth Group becomes aware of any errors, omissions or inconsistencies in such information. Client is responsible for disclosing and providing information on the existence and location of subterranean structures on the Project. Client agrees to waive any claim against Farnsworth Group and/or any subconsultant, and to indemnify and hold harmless from any claim or liability for injury or loss arising from Farnsworth Group and/or any subconsultant or other persons encountering utilities or other man-made objects that were not called to Farnsworth Group's attention or which were not properly located on documents furnished to Farnsworth Group. Client further agrees to compensate Farnsworth Group and/or any subconsultant for any time spent or expenses incurred by Farnsworth Group and/or any subconsultant in defense of any such claim, in accordance with Farnsworth Group's and/or any subconsultant's prevailing fee schedule and expense reimbursement policy.

**Topographic Surveys/Utilities:** If Farnsworth Group is performing the topographic surveys for the Project and the defined scope of service includes Farnsworth Group's efforts to obtain and show information on the location of underground utility lines on the Project, then any such identification and location of underground utilities by Farnsworth Group are strictly limited to public utilities. Client understands that information regarding underground utilities obtained from public agencies and utility owners are not guaranteed to be accurate or reliable. Additionally, the information obtained from the use of underground utility locators or locating technology may not be completely accurate or reliable. Farnsworth Group will use reasonable effort to understand the underground utilities on the Project using the level of service identified in the scope of services, however,

Client agrees that Farnsworth Group is not responsible for and has no liability for any such underground utilities that are not locatable and are not shown on available utility agency or municipality mapping, including private utilities, service lines (lines connecting on-site facilities to the public utilities), and other private utilities interconnecting on-site facilities. Client agrees to waive any claim against Farnsworth Group and/or any subconsultant, and to indemnify and hold harmless from any claim or liability for injury or loss arising from Farnsworth Group and/or any subconsultant for utilities that are not locatable, not shown on available utility agency or municipal mapping, and private utilities and service lines that were not made known to Farnsworth Group. Client further agrees to compensate Farnsworth Group and/or any subconsultant for any time spent or expenses incurred by Farnsworth Group and/or any subconsultant in defense of any such claim, in accordance with Farnsworth Group's and/or any subconsultant's prevailing fee schedule and expense reimbursement policy.

**Samples:** All samples of any type (soil, rock, water, manufactured materials, biological, etc.) will be discarded sixty (60) days after submittal of Project deliverables. Upon Client's authorization, samples will be either delivered in accordance with Client's instructions or stored for an agreed charge.

**Discovery of Unanticipated Hazardous Substances or Pollutants:** Hazardous substances are those so defined by prevailing Federal, State, or Local laws. Pollutants mean any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Hazardous substances or pollutants may exist at a site where they would not reasonably be expected to be present. Client and Farnsworth Group and/or any subconsultant agree that the discovery of unanticipated hazardous substances or pollutants constitutes a "changed condition" mandating a renegotiation of the scope of services or termination of services. Client and Farnsworth Group and/or any subconsultant also agree that the discovery of unanticipated hazardous substances or pollutants will make it necessary for Farnsworth Group and/or any subconsultant to take immediate measures to protect human health and safety, and/or the environment. Farnsworth Group and/or any subconsultant agree to notify Client as soon as possible if unanticipated known or suspected hazardous substances or pollutants are encountered. Client encourages Farnsworth Group and/or any subconsultant to take any and all measures that in Farnsworth Group's and/or any subconsultant's professional opinion are justified to preserve and protect the health and safety of Farnsworth Group's and/or any subconsultant's personnel and the public, and/or the environment, and Client agrees to compensate Farnsworth Group and/or any subconsultant for the additional cost of such measures. In addition, Client waives any claim against Farnsworth Group and/or any subconsultant, and agrees to indemnify and hold Farnsworth Group and/or any subconsultant harmless from any claim or liability for injury or loss arising from the presence of unanticipated known or suspected hazardous substances or pollutants. Client also agrees to compensate Farnsworth Group and/or any subconsultant for any time spent and expenses incurred by Farnsworth Group and/or any subconsultant in defense of any such claim, with such compensation to be based upon Farnsworth Group's and/or any subconsultant's prevailing fee schedule and expense reimbursement policy. Further, Client recognizes that Farnsworth Group and/or any subconsultant has neither responsibility nor liability for the removal, handling, transportation, or disposal of asbestos containing materials, nor will Farnsworth Group and/or any subconsultant act as one who owns or operates an asbestos demolition or renovation activity, as defined in regulations under the Clean Air Act.

**Job Site:** Client agrees that services performed by Farnsworth Group and/or any subconsultant during construction will be limited to providing observation of the progress of the work and to address questions by Client's representative concerning conformance with the Contract Documents. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the construction contractor's or construction subconsultant's performance. Farnsworth Group and/or any subconsultant will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs. Farnsworth Group and/or any subconsultant will not be responsible for construction contractor's or construction subconsultant's obligation to carry out the work according to the Contract Documents. Farnsworth Group and/or any subconsultant will not be considered an agent of Client and will not have authority to direct construction contractor's or construction subconsultant's work or to stop work.

**Shop Drawing Review:** Client agrees that Farnsworth Group and/or any subconsultant shall review shop drawings and/or submittals solely for their

general conformance with Farnsworth Group's and/or any subconsultant's design concept and general conformance with information given in the Contract Documents. Farnsworth Group and/or any subconsultant shall not be responsible for any aspects of a shop drawing and/or submittal that affect or are affected by the means, methods, techniques, sequences, and procedures of construction, safety precautions and programs incidental thereto, all of which are the construction contractor's or construction subconsultant's responsibility. The construction contractor or construction subconsultant will be responsible for dimensions, lengths, elevations and quantities, which are to be confirmed and correlated at the jobsite, and for coordination of the work with that of all other trades. Client warrants that the construction contractor and construction subconsultant shall be made aware of the responsibility to review shop drawings and/or submittals and approve them in these respects before submitting them to Farnsworth Group and/or any subconsultant.

**LEED Certification and Energy Models:** Client agrees that Farnsworth Group and/or any subconsultant do not guarantee the LEED certification of any facility for which Farnsworth Group and/or any subconsultant provides commissioning, LEED consulting or energy modeling services. The techniques and specific requirements for energy models used to meet LEED criteria have limitations that result in energy usage predictions that may differ from actual energy usage. Farnsworth Group and/or any subconsultant will endeavor to model energy usage very closely to actual usage, but Client agrees that Farnsworth Group and/or any subconsultant will not be responsible or liable in any way for inaccurate budgets for energy use developed from the predictions of LEED-compliant energy models. LEED certification and the number of LEED points awarded for energy efficiency are solely the responsibility of the U.S. Green Building Council and Green Building Certification Institute.

**Environmental Site Assessments:** No Environmental Site Assessment can wholly eliminate uncertainty regarding the potential for Recognized Environmental Conditions in connection with a Subject Property. Performance of an Environmental Site Assessment is intended to reduce, but not eliminate, uncertainty regarding potential for Recognized Environmental Conditions in connection with a Subject Property. In order to conduct the Environmental Site Assessment, information will be obtained and reviewed from outside sources, potentially including, but not limited to, interview questionnaires, database searches, and historical records. Farnsworth Group is not be responsible for the quality, accuracy, and content of information from these sources. Any non-scope items provided in the Phase I Environmental Site Assessment Report are provided at the discretion of the environmental professional for the benefit of Client. Inclusion of any non-scope finding(s) does not imply a review of any other non-scope items with the Environmental Site Assessment investigation or report. The Environmental Site Assessment report is prepared for the sole and exclusive use of Client. Farnsworth Group does not intend, without its written consent, for the Phase 1 Environmental Site Assessment Report to be disseminated to anyone beside Client, or to be used or relied upon by anyone beside Client. Use of the report by any other person or entity is unauthorized and such use is at their sole risk.

# Exhibit D

## Fee Summary - November 7, 2019

City of Danville  
Harrison Street Improvements  
Vermilion Street to west of Walnut Street

Concept Construction Estimate of Cost = \$ 700,000

**(PH 66) FIELD TOPOGRAPHY SURVEY COMPLETE**

Review Information, Site Visit/Briefing and Field Check, Set Control and Stationing, Level Circuit/Benchmarks, Topographic Survey Establishing ROW

Land Sur. Man.	1 Hrs.	@	\$204.00 /Hr. =	\$204.00	
Sr. Proj. Land Surveyor	8 Hrs.	@	\$172.00 /Hr. =	\$1,376.00	
Chief Tech.	45 Hrs.	@	\$126.00 /Hr. =	\$5,670.00	
Technician I	16 Hrs.	@	\$73.00 /Hr. =	\$1,168.00	
Copies, Plots, Mileage and Misc.				\$1,482.00	\$9,900.00

**(PH 67) GEOTECHNICAL COORDINATION AND REVIEW**

Getotechnical Field Sampling and Report - Review and Coordination

Sr. Proj. Eng.	6 Hrs.	@	\$172.00 /Hr. =	\$1,032.00	
Copies, Mileage and Misc.				\$68.00	\$1,100.00

**(PH 68) DATA COLLECTION AND REVIEW**

Data Collection and Review, Collect Utility Data, Site Visit to Check Existing Base Sheets

Sr. Proj. Eng.	8 Hrs.	@	\$172.00 /Hr. =	\$1,376.00	
Sr. Engineer	8 Hrs.	@	\$141.00 /Hr. =	\$1,128.00	
Proj. Designer	4 Hrs.	@	\$150.00 /Hr. =	\$600.00	
Copies, Plots, Mileage and Misc.				\$96.00	\$3,200.00

**(PH 89) PRELIMINARY WORK SHEETS**

Plot Existing Cross Sections, Plot Existing Plan and Profile and Label, Data Dump/Processing Data,

Sr. Proj. Eng.	8 Hrs.	@	\$172.00 /Hr. =	\$1,376.00	
Proj. Designer	32 Hrs.	@	\$150.00 /Hr. =	\$4,800.00	
CADD	32 Hrs.	@	\$15.00 /Hr. =	\$480.00	
Plots, Misc.				\$144.00	\$6,800.00



## Exhibit E

### ESTIMATED PROJECT SCHEDULE – November 7, 2019

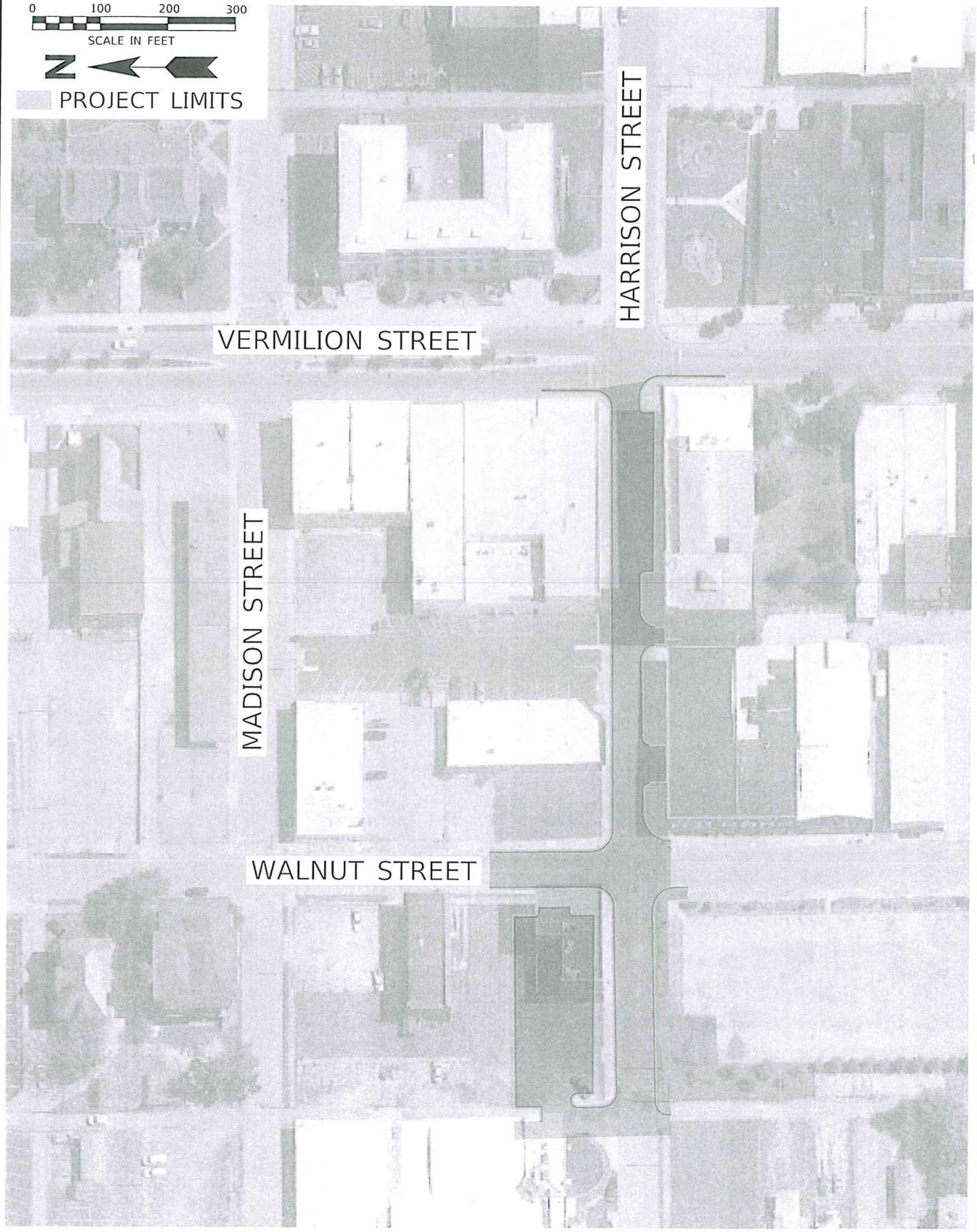
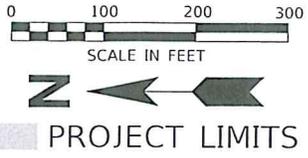
City of Danville, IL / Harrison St Improvements  
Phase 1 Survey and Data Collection and Phase 2 Design Engineering  
Harrison St from Vermillion St to the Alley west of Walnut St.

<u>Task</u>	<u>Date</u>
Engineering Scope of Work and Services Agreement Submitted to City	October 31, 2019
City Engineering Review Comments on Scope of Services provided to Farnsworth	November 6, 2019
Engineering Scope of Work and Services Agreement Completed and Submitted to City	November 11, 2019
Engineering Agreement approved at City Public Works Meeting	November 12, 2019
Engineering Agreement approved at City Council Meeting	November 19, 2019
Engineering Agreement Signed and Notice to Proceed Issued	November 20, 2019
Field Topography Survey Initiated (weather permitting)	November 25, 2019
JULIE Design Locate Call-In	November 25, 2019
Field Topography Survey Finished (weather permitting)	November 29, 2019
Pavement Cores and Geotechnical Sampling Completed (weather permitting)	December 5, 2019
Preliminary Roadway, Parking Lot, and Lighting Design Concepts Submitted to City of Danville	December 13, 2019
Roadway, Parking Lot, and Lighting Design Concept Chosen by the City of Danville	December 20, 2019
Pre-Final Plans, Specifications, and Estimates Submitted to City	January 17, 2019
Pre-Final Plans, Specifications and Estimates Review Comments Received from City and Utilities	January 24, 2019
Final Plans, Specifications and Estimates Submitted to City and Utilities	February 7, 2019
Final Plans, Specifications and Estimates Approved by City and Utilities	February 14, 2019
Bid Advertisement Publication #1, By the City of Danville	February 17, 2019
Bid Advertisement Publication #2, By the City of Danville	February 24, 2019
Bid Opening (Local Letting), By the City of Danville	February 28, 2019

City to Award to Responsible Contractor (Date of City Council Meeting)	March 17, 2019
City and Contractor Processing of Bonds, Insurance, and Contracts	March 27, 2019
Construction Operations Begin	March 31, 2020

Notes:

1. **Estimated schedule based upon: expedited review times by City, and public/private utilities; the City obtaining easements and/or Right-of-Way quickly (if required).**



FILE: J:\2019\IP0191610.00 - Danville Harrison Street Improvements\Transportation\IP019161000\_Appendix F.dgn

**Farnsworth**  
GROUP  
2211 BRADLEY AVENUE  
CHAMPAIGN, ILLINOIS 61821  
(217) 352-7408 / info@f-w.com

**DANVILLE HARRISON STREET  
IMPROVEMENTS  
EXHIBIT F**

DRAWN	- RJT
CHECKED	- RPU
DATE	- 10/16/19

RESOLUTION NO. 2019-\_\_\_

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR HARRISON STREET PARKING LOT & LIGHTING IMPROVEMENTS

WHEREAS, the City of Danville has various design projects scheduled requiring engineering design and surveying and the City needs supplemental assistance in order to provide engineering plans and specifications; and

WHEREAS, the future planned use of the site at the northeast corner of Walnut and Harrison St. is a public parking facility; and

WHEREAS, lighting improvements along Harrison St. are needed to coordinate with the planned Harrison St. improvements; and

WHEREAS, the City has negotiated a scope of services and fee for engineering services to complete a survey and prepare design documents for the improvements; and

WHEREAS, the project lies within an area eligible for expenditure of CDBG funds which will assist the City in expending its CDBG grant funds in a timely manner; and

WHEREAS, the City intends to use CDBG funds pending the approval of the IHPA and the Environmental clearances required by HUD.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Danville, Illinois, that:

1. The attached agreement for Professional Services between the City of Danville and Singh and Associates, Inc. in the amount of \$47,967.99 is hereby approved.
2. The Mayor and City Clerk are hereby authorized and directed to execute and deliver said agreement on behalf of the City.
3. The work shall be paid for from the Community Development Block Grant budget line item 106-106-18-54090.
4. This Resolution shall take effect upon its passage and publication.

PASSED THIS \_\_\_ DAY OF \_\_\_\_\_, 20\_\_ by \_\_\_ Ayes, \_\_\_ Nay, \_\_\_ Absent.

APPROVED:

BY: \_\_\_\_\_  
MAYOR

ATTEST:

By: \_\_\_\_\_  
CITY CLERK

RESOLUTION NO. 2019\_\_\_\_\_

A RESOLUTION FOR THE JACKSON STREET SHARED USE PATH EXTENSION PROJECT AMENDING THE CDBG FUND (106) BUDGET

WHEREAS, the City of Danville had determined the need to extend the Jackson Street Shared Use Path from English to Voorhees Streets; and

WHEREAS, by Resolution 2019-7 the City Council of the City of Danville awarded the improvement for Bid #613 to Owens Excavating in the amount of \$427,781.99; and

WHEREAS, the project included new curb and gutter, driveway entrances, and sidewalks on the east side of Jackson Street; and

WHEREAS, the Contractor was willing to add new curb and gutter, driveway entrances, and spot repairs to sidewalks on the west side of the street at the competitively bid pricing; and

WHEREAS, by Resolution 2019-54 the City Council of the City of Danville awarded the additional work in the amount of \$77,000; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Danville, Illinois, that:

1. The additional work for Bid #613 had been hereby approved under Resolution 2019-54.
2. The Mayor and Comptroller had authorized and directed to increase the purchase order for Bid #613 by \$77,000.00 to a total amount of \$504,781.99.
3. A part of the additional work will be paid from the Community Development Block Grant budget line item 106-106-17-54090 up to the maximum amount budgeted within this line item.
4. Payment for the remaining amount work will be amended to be paid from the Community Development Block Grant budget line item 106-106-18-54090.
5. This Resolution shall take effect upon its passage and publication in pamphlet form.

PASSED THIS\_ DAY OF \_\_\_\_\_, 2019 by\_\_ AYES\_\_NAYS\_\_ ABSENT\_\_\_\_\_

APPROVED:

BY: \_\_\_\_\_  
MAYOR

ATTEST:

By: \_\_\_\_\_  
CITY CLERK

# *Hutchison Engineering, Inc.*

Since 1945

Jacksonville • Quad Cities • Peoria • Shorewood

November 6, 2019

City of Danville  
1155 East Voorhees Street, Suite A  
Danville, IL 61832

ATTN: Mr. Sam Cole, City Engineer

Subject: Voorhees St./Jackson St. Intersection  
Danville, Illinois  
**PROPOSAL FOR SURVEYING AND CIVIL ENGINEERING SERVICES**

Dear Mr. Cole:

Thank you for the opportunity to submit this proposal for civil engineering services for the realignment and improvements to the Voorhees St./Jackson St. Intersection in the City of Danville, Illinois. The scope of work for civil engineering design services includes the following work items:

- 1.) Complete the design and construction plans for improvements to the intersection which limits are approximately 400' to the south and east, 450' to the north and 600' to the west.
- 2.) Review and establish proposed realignment of Jackson St.
- 3.) Prepare and gain approval of an Intersection Design Study for the proposed intersection.
- 4.) Prepare specifications and bidding documents as necessary.
- 5.) Attend coordination meetings with City Engineer as necessary.

The following assumptions have been made in the preparation of this proposal.

- 1.) Voorhees will be stage constructed to allow for one-lane one-way traffic at all times, whereas Jackson St. will be closed when required.
- 2.) No permitting will be required except possibly the NPDES NOI permit which will be obtained by the contractor.
- 3.) No Phase I signoffs are required.

1801 West Lafayette Ave. • P.O. Box 820 • Jacksonville, Illinois 62651-0820

Phone: (217) 245-7164 • FAX: (217) 243-0468

[www.hutchisoneng.com](http://www.hutchisoneng.com) • [info@hutchisoneng.com](mailto:info@hutchisoneng.com)

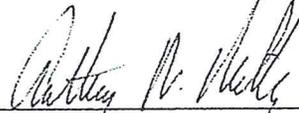
- 4.) A project development report will not be required.
- 5.) Storm water detention is not required.
- 6.) Public involvement is not required.

We propose to complete the work utilizing a standard cost plus 125% agreement with a limiting amount of \$99,500. Find enclosed a standard IDOT MFT agreement for your review and approval.

We look forward to your review and acceptance of this proposal. If you have any questions or require additional information, please do not hesitate to contact this office at any time.

Very truly yours,

HUTCHISON ENGINEERING, INC.



---

Anthony W. Miller, P.E.

Vice President/Project Manager

AWM:cm  
Encls.

Municipality City of Danville	<b>L O C A L  A G E N C Y</b>	<b>Preliminary Engineering Services Agreement For Motor Fuel Tax Funds</b>	<b>C O N S U L T A N T</b>	Name Hutchison Engineering Inc.
Township				Address 1801 West Lafayette Ave.
County Vermilion				City Jacksonville
Section				State Illinois 62651

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of November, 2019 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

#### Section Description

Name FAU 6999 Voorhees St and Jackson St Intersection

Route FAU 6999 Length 0.35 Mi. 1850.00 FT (Structure No. \_\_\_\_\_ )

Termini Approximately 600' west, 400' east, 400' south, and 450' North

**Description:**

Review and revise IDS as necessary to satisfy traffic needs, meet policy, and fit site conditions. Prepare plans and specifications for the improvements to the intersection and approaches.

#### Agreement Provisions

**The Engineer Agrees,**

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
  - a.  Make such detailed surveys as are necessary for the preparation of detailed roadway plans
  - b.  Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
  - c.  Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
  - d.  Make or cause to be made such traffic counts studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - e.  Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
  - f.  Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
  - g.  Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
  - h.  Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

- i.  Assist the LA in the tabulation and interpretation of the contractors' proposals
  - j.  Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
  - k.  Prepare the Project Development Report when required by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
  - (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
  - (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
  - (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
  - (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

**The LA Agrees,**

1. To pay for services stipulated in paragraphs 1g, 2, 3, 4, 5, & 6 of the ENGINEER AGREES at actual cost of performing such work plus 125 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. CADD time will be billed at the Engineer's current rate. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1g. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER.  
  
"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.  
  
Payment for all engineering services described under the ENGINEER AGREES shall not exceed \$99,500.00 unless otherwise approved in writing by the LA.
2. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed.
3. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 125 percent incurred up to the time he is notified in writing of such abandonment -"actual cost" being defined as in paragraph 2 of THE LA AGREES.
4. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 125 percent to cover profit, overhead and readiness to serve -"actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

**It is Mutually Agreed,**

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

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

Executed by the LA:

City of Danville of the  
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By \_\_\_\_\_

City Council

City Clerk

By \_\_\_\_\_

(Seal)

Title Mayor

Executed by the ENGINEER:

Hutchison Engineering, Inc.

1801 W. Lafayette Ave., P.O. Box 820

ATTEST:

Jacksonville, Illinois 62651

By \_\_\_\_\_

By \_\_\_\_\_

Title Assistant Secretary

Title Secretary

Approved
_____
Date
Department of Transportation
_____
Regional Engineer



## RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING AN AGREEMENT FOR ENGINEERING SERVICES  
FOR IMPROVEMENTS TO THE INTERSECTION OF JACKSON & VOORHEES &  
APPROPRIATION OF MFT FUNDS

WHEREAS, the overall condition and offset of the intersection of Jackson & Voorhees warrant improvement; and

WHEREAS, the City has made past improvements to the south and east of this intersection; and

WHEREAS, the City has completed past studies and concepts related to the intersection and desires to improve the intersection as a traditional a 4-way stop meeting appropriate IDOT design requirements; and

WHEREAS, the realignment and of the intersection along with adjacent sections of roadway will improve traffic movements; and

WHEREAS, the project lies within an area eligible for expenditure of CDBG funds which will assist the City in expending its CDBG grant funds in a timely manner; and

WHEREAS, the City intends to use CDBG funds pending the approval of the IHPA and the Environmental clearances required by HUD.

WHEREAS, the City has negotiated a scope of services and fee for engineering services to complete an intersection design and prepare design documents for the improvements.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Danville, Illinois, as follows:

1. The attached agreement for professional services between the City of Danville and Hutchison Engineering in the amount of \$99,500.00 is hereby approved with payment to come from line item 106-106-18-54090 to the extent available and the remainder to come from line item 106-106-19-54090.
2. The attached IDOT resolution appropriating MFT funds for the future construction of intersection improvements under Section 20-00360-00-PV is hereby approved.
3. The Mayor, City Clerk, and Comptroller are hereby authorized and directed to execute all documents necessary for this Resolution.
4. This resolution shall take effect upon its passage and publication.

PASSED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ by \_\_\_\_ Ayes, \_\_\_\_ Nay, \_\_ Not Voting,  
and \_\_ Absent.

APPROVED:

BY: \_\_\_\_\_  
MAYOR

ATTEST:

By: \_\_\_\_\_  
CITY CLERK

---

# *Hutchison Engineering, Inc.*

Since 1945

Jacksonville • Quad Cities • Peoria • Shorewood

November 6, 2019

City of Danville  
1155 East Voorhees Street, Suite A  
Danville, IL 61832

ATTN: Mr. Sam Cole, City Engineer

Subject: Voorhees St./Jackson St. Intersection  
Danville, Illinois  
**PROPOSAL FOR SURVEYING AND CIVIL ENGINEERING SERVICES**

Dear Mr. Cole:

Thank you for the opportunity to submit this proposal for civil engineering services for the realignment and improvements to the Voorhees St./Jackson St. Intersection in the City of Danville, Illinois. The scope of work for civil engineering design services includes the following work items:

- 1.) Complete the design and construction plans for improvements to the intersection which limits are approximately 400' to the south and east, 450' to the north and 600' to the west.
- 2.) Review and establish proposed realignment of Jackson St.
- 3.) Prepare and gain approval of an Intersection Design Study for the proposed intersection.
- 4.) Prepare specifications and bidding documents as necessary.
- 5.) Attend coordination meetings with City Engineer as necessary.

The following assumptions have been made in the preparation of this proposal.

- 1.) Voorhees will be stage constructed to allow for one-lane one-way traffic at all times, whereas Jackson St. will be closed when required.
- 2.) No permitting will be required except possibly the NPDES NOI permit which will be obtained by the contractor.
- 3.) No Phase I signoffs are required.

1801 West Lafayette Ave. • P.O. Box 820 • Jacksonville, Illinois 62651-0820

Phone: (217) 245-7164 • FAX: (217) 243-0468

[www.hutchisoneng.com](http://www.hutchisoneng.com) • [info@hutchisoneng.com](mailto:info@hutchisoneng.com)

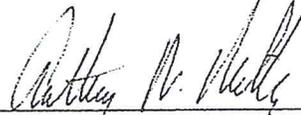
- 4.) A project development report will not be required.
- 5.) Storm water detention is not required.
- 6.) Public involvement is not required.

We propose to complete the work utilizing a standard cost plus 125% agreement with a limiting amount of \$99,500. Find enclosed a standard IDOT MFT agreement for your review and approval.

We look forward to your review and acceptance of this proposal. If you have any questions or require additional information, please do not hesitate to contact this office at any time.

Very truly yours,

HUTCHISON ENGINEERING, INC.



---

Anthony W. Miller, P.E.  
Vice President/Project Manager

AWM:cm  
Encls.

Municipality City of Danville	<b>L O C A L  A G E N C Y</b>	<b>Preliminary Engineering Services Agreement For Motor Fuel Tax Funds</b>	<b>C O N S U L T A N T</b>	Name Hutchison Engineering Inc.
Township				Address 1801 West Lafavette Ave.
County Vermilion				City Jacksonville
Section				State Illinois 62651

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of November, 2019 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

**Section Description**

Name FAU 6999 Voorhees St and Jackson St Intersection

Route FAU 6999 Length 0.35 Mi. 1850.00 FT (Structure No. \_\_\_\_\_ )

Termini Approximately 600' west, 400' east, 400' south, and 450' North

**Description:**

Review and revise IDS as necessary to satisfy traffic needs, meet policy, and fit site conditions. Prepare plans and specifications for the improvements to the intersection and approaches.

**Agreement Provisions**

**The Engineer Agrees,**

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
  - a.  Make such detailed surveys as are necessary for the preparation of detailed roadway plans
  - b.  Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
  - c.  Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
  - d.  Make or cause to be made such traffic counts studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - e.  Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
  - f.  Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
  - g.  Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
  - h.  Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

- i.  Assist the LA in the tabulation and interpretation of the contractors' proposals
  - j.  Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
  - k.  Prepare the Project Development Report when required by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

**The LA Agrees,**

1. To pay for services stipulated in paragraphs 1g, 2, 3, 4, 5, & 6 of the ENGINEER AGREES at actual cost of performing such work plus 125 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. CADD time will be billed at the Engineer's current rate. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1g. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER.  
 "Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.  
 Payment for all engineering services described under the ENGINEER AGREES shall not exceed \$99,500.00 unless otherwise approved in writing by the LA.
2. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed.
3. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 125 percent incurred up to the time he is notified in writing of such abandonment -"actual cost" being defined as in paragraph 2 of THE LA AGREES.
4. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 125 percent to cover profit, overhead and readiness to serve -"actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

**It is Mutually Agreed,**

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

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

Executed by the LA:

City of Danville of the  
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By \_\_\_\_\_

City Council

\_\_\_\_\_ Clerk

By \_\_\_\_\_

(Seal)

Title Mayor

Executed by the ENGINEER:

Hutchison Engineering, Inc.

1801 W. Lafayette Ave., P.O. Box 820

ATTEST:

Jacksonville, Illinois 62651

By \_\_\_\_\_

By \_\_\_\_\_

Title Assistant Secretary

Title Secretary

<p>Approved</p> <p>_____</p> <p>Date</p> <p>Department of Transportation</p> <p>_____</p> <p>Regional Engineer</p>
--



Resolution for Improvement Under the Illinois Highway Code



Resolution Type	Resolution Number	Section Number
Original	2019 -	20-00360-00-PV

BE IT RESOLVED, by the Council of the City of Danville Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract.

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Jackson/Voorhees Intersection	0.35	FAU 6999		

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Pavement improvements and widening, curb and gutter, sidewalk, and other improvements as necessary to complete the realignment of the intersection and complete improvements approximately 600' west, 400' east, 400' south, and 450' north of the intersection.

2. That there is hereby appropriated the sum of One-million three-hundred thousand

\$1,300,000.00 Dollars ( \$1,300,000.00 ) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Name of Clerk City Clerk in and for said City of Danville in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by Council of Danville at a meeting held on Date.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this Day day of Month, Year.

(SEAL)

Clerk Signature Date

Approved

Regional Engineer  
Department of Transportation Date

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING AN AGREEMENT FOR SURVEYING SERVICES FOR IMPROVEMENTS TO THE INTERSECTION OF JACKSON & VOORHEES

WHEREAS, the overall condition and offset of the intersection of Jackson & Voorhees warrant improvement; and

WHEREAS, the City has made past improvements to the south and east of this intersection; and

WHEREAS, the City has completed past studies and concepts related to the intersection and desires to improve the intersection as a traditional a 4-way stop meeting appropriate IDOT design requirements; and

WHEREAS, the realignment and of the intersection along with adjacent sections of roadway will improve traffic movements; and

WHEREAS, the project lies within an area eligible for expenditure of CDBG funds which will assist the City in expending its CDBG grant funds in a timely manner; and

WHEREAS, the City intends to use CDBG funds pending the approval of the IHPA and the Environmental clearances required by HUD; and

WHEREAS, the City has negotiated a scope of services and fee for topographic surveying, boundary survey, and right-of-way plats.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Danville, Illinois, as follows:

1. The attached agreement for professional services between the City of Danville and Knight & Associates in the amount of \$25,079.17 is hereby approved with payment to come from line item 106-106-18-54090 to the extent available and the remainder to come from line item 106-106-19-54090.
2. The Mayor, City Clerk, and Comptroller are hereby authorized and directed to execute all documents necessary for this Resolution.
3. This resolution shall take effect upon its passage and publication.

PASSED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ by \_\_Ayes, \_\_Nay, \_\_Not Voting, and \_\_Absent.

APPROVED:

BY: \_\_\_\_\_  
MAYOR

ATTEST:

By: \_\_\_\_\_  
CITY CLERK

Client City of Danville, Illinois	<b>Knight &amp; Associates Surveying, LLC</b> <b>Preliminary Engineering</b> <b>Services Agreement</b> <b>With</b> <b>City of Danville</b>	Knight and Associates Surveying LLC
1155 E Voorhees, Suite A Danville, IL 61832		Address 307 W Wood Street
County VERMILION		City Paris
Section JACKSON STREET&VOORHEES		State ILLINOIS

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the City of Danville and Knight & Associates Surveying, LLC and covers certain professional engineering services in connection with the City of Danville improvement of the Project described as:

**Section Description**

Name JACKSON STREET VOORHEES INTERSECTION

Route VOORHEES Length - \_\_\_\_\_ Mi. 1850 FT (Structure No. n/a )

Termini INTERSECTION JACKSON STREET AND VOORHEES

Description:

SEE EXHIBIT "A" FOR SCOPE OF WORK

SEE EXHIBIT "B" FOR ITEMIZED COST

**Agreement Provisions**

**KAS Agrees,**

1. To perform or be responsible for the performance of the following engineering services for the City of Danville, in connection with the proposed improvements herein before described, and checked below:

- a.  Make such detailed surveys as are necessary for the preparation of detailed roadway plans
- b.  Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
- c.  Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the City of Danville.
- d.  Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
- e.  Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
- f.  Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
- g.  Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the City of Danville at his actual cost for reproduction.
- h.  Furnish survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

**PAYMENTS**

1. That payments due KAS for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the monthly billings, provided to the City of Danville.
2. Services Not to Exceed (see Exhibit "B") \$25,079.17
3. If scope of project changes KAS and City of Danville will renegotiate agreement cost.

**It is Mutually Agreed,**

1. That any difference between KAS and the City of Danville concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the KAS, one member appointed by the City of Danville and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the City of Danville upon giving notice in writing to KAS at his last known post office address. Upon such termination, KAS shall cause to be delivered to the City of Danville all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the City of Danville. KAS shall be paid for any services completed and any services partially completed.
3. Completion of design plans will be by or before March 1, 2020.

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

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Executed by the City of Danville:

ATTEST: \_\_\_\_\_ of the  
State of Illinois, acting by and through its  
By \_\_\_\_\_  
\_\_\_\_\_ Clerk By \_\_\_\_\_  
(Seal) Title \_\_\_\_\_

Executed by KAS:

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

**EXHIBIT "A"**  
**SCOPE OF WORK**  
**JACKSON STREET VORHEES INTERSECTION**

**SURVEY SCOPE:**

1. Full Topo with elevations face of houses each side of Centerline. 1000 foot Voorhees, 850 foot Jackson Street
2. JULIE full length of project.
3. Land Survey for 9 Parcels.
4. Right of Way Plats (9) with descriptions.

**CADD SCOPE:**

1. Plot existing survey
2. Create TIN model

**NOT INCLUDED IN SCOPE:**

1. Staking of Proposed ROW
2. Staking of Proposed Centerlines



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING AN AGREEMENT FOR ENGINEERING SERVICES FOR REALIGNMENT & IMPROVEMENTS TO W. WILLIAMS FROM ROBINSON TO LOGAN

WHEREAS, the overall condition of W. Williams St. between Robinson and Logan warrants improvement; and

WHEREAS, W. Williams St. is classified as a major collector with traffic volume estimated at 3,400 vehicles per day; and

WHEREAS, enhancements to the W. Williams St. corridor will improve traffic flow in the western portion of the City between Gilbert St. & Logan Ave.; and

WHEREAS, the existing offset of W. Williams St. at Harmon St. is detrimental to the movement of large vehicles and passenger cars; and

WHEREAS, coordination of the roadway realignment with condition improvements should provide the best project value for the City; and

WHEREAS, the City has negotiated a scope of services and fee for engineering design services for the project.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Danville, Illinois, as follows:

1. The attached agreement for professional services between the City of Danville and Clark-Dietz in the amount of \$252,800.00 is hereby approved.
2. The Mayor, City Clerk, and Comptroller are hereby authorized and directed to execute all documents necessary for implementation of this resolution and create line item number 103-103-20-6036 to pay for the work.
3. The attached resolution appropriating MFT funds for Section 20-00361-00-PV is hereby approved.
4. This resolution shall take effect upon its passage and publication.

PASSED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ by \_\_\_\_ Ayes, \_\_\_\_ Nay, \_\_\_\_ Not Voting, and \_\_\_\_ Absent.

APPROVED:

BY: \_\_\_\_\_  
MAYOR

ATTEST:

By: \_\_\_\_\_  
CITY CLERK



Municipality City of Danville	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>  <b>Preliminary Engineering Services Agreement For Motor Fuel Tax Funds</b>	<b>C O N S U L T A N T</b>	Name Clark Dietz, Inc.
Township				Address 125 West Church Street
County Vermilion				City Champaign
Section 20-00361-00-PV				State IL

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

#### Section Description

Name Williams Street

Route \_\_\_\_\_ Length 0.49 Mi. 2580.00 FT (Structure No. n/a )

Termini Logan Street to Gilbert Street

**Description:**

The proposed improvements will include reconstruction and rehabilitation of Williams Street from Logan Avenue radius returns to the railroad tracks west of Gilbert Street/US Route 136 in the City of Danville, IL

#### Agreement Provisions

**The Engineer Agrees,**

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, the attached scope of services narrative and checked below:
  - a.  Make such detailed surveys as are necessary for the preparation of detailed roadway plans
  - b.  Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
  - c.  Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
  - d.  Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - e.  Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
  - f.  Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
  - g.  Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
  - h.  Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

- i.  Assist the LA in the tabulation and interpretation of the contractors' proposals
  - j.  Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
  - k.  Prepare the Project Development Report when required by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

**The LA Agrees,**

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

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	
Under \$50,000	See Attached CECS	(see note)
	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

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

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus 180 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

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

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

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 180 percent incurred up to the time he is notified in writing of such abandonment -"actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 180 percent to cover profit, overhead and readiness to serve -"actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

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**It is Mutually Agreed,**

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.
5. This AGREEMENT is subject to the attached standard terms and conditions.

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

Executed by the LA:

\_\_\_\_\_ of the  
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_ Clerk

Title \_\_\_\_\_

(Seal)

Executed by the ENGINEER:

\_\_\_\_\_

ATTEST:

By *Sam M. Win*

By *[Signature]*

Title VICE PRESIDENT

Title EXEC. VICE PRESIDENT

<b>Approved</b>
_____
Date
Department of Transportation
_____
Regional Engineer

Clark Dietz, Inc.

**Williams Street Improvements  
SCOPE OF SERVICES NARRATIVE  
November 2019**

The proposed project encompasses approximately 2,600 feet of roadway improvements along Williams Street from the Logan Avenue radius returns to the railroad tracks 220' west of Gilbert Street/US Route 136 in the City of Danville in Vermilion County Illinois. The roadway corridor would be improved by realigning Williams Street between Chandler Street and Harmon Street with an "S" shaped curve to eliminate the two Williams Street "T" intersections with Harmon Street. The realigned portion of Williams Street will match the original width of 30' back to back of the curb and gutter and be constructed using PCC concrete over an aggregate base. The remainder of the corridor shall be milled to remove the deteriorated asphalt pavement and resurfaced using hot mix asphalt. The storm sewer within the realignment shall be connected to the existing network within the project limits while the remainder of the storm sewer network will not be improved. Pedestrian access ramps at each intersection shall be reconstructed in accordance with PROWAG guidelines.

Professional Engineering Services shall be provided by Clark Dietz, Inc. as directed and authorized by the City of Danville. Professional engineering services for this project shall utilize Local and Motor Fuel Tax (MFT) funding. Construction funding for the projects will also consist of Local and Motor Fuel Tax (MFT). Phase I Preliminary Engineering and Phase II Final Design services will be done concurrently in accordance with all applicable state and federal design criteria.

**A. Studies Reports Permits**

1. Project Understanding and Coordination.
2. Project development and base sheet setup.
3. Environmental Survey Request (ESR). (Assumes no biological, wetland, cultural or historic site issues and no remediation will be required.)
4. Special waste screening / Preliminary Environmental Site Assessment (PESA)
5. ECOCAT submittal. (Client shall reimburse ECOCAT submittal fee.)
6. NPDES permit application & form 2342 supplied for Client Submittal.

No other permits are anticipated or included.

**B. Data Collection and Survey**

1. Review surveys and coordinate survey needs with design team.
2. Conduct video and photo log documentation prior to construction.
3. Set GPS horizontal control (set TBM's).
4. Run level circuit and set benchmarks.
5. Traverse thru horizontal control points.
6. Perform property pins search throughout corridor.
7. Conduct topographic survey and cross sections. (Survey limits include 50' sections from back to back of curb, outline of driveways and alley aprons, full topo in sidewalk ramp quadrants within 30' of intersecting panel, all manholes, inlets and valves. Survey limits also include 50' sections within new roadway alignment area (assume area is cleared of structures and obstructions).)
8. Sanitary and storm sewer structure inspections (collect inlet & manhole cuts and details).
9. Review televised sewer data & catalog condition of sewers, connections & structure information. (Not anticipated or included.)

Clark Dietz, Inc.

10. Download, reduce and edit graphics to create TIN.
11. Configure existing ROW within project limits.
12. Pickup soil borings and pavement core locations for soils & pavement study. (Soils survey and recommendations to be provided by Geotechnical Consultant. Assumed 12 pavement coring's and soil borings.)
13. Pick-up survey of utility facilities via geotechnical JULIE request.
14. Obtain JULIE design locate and transfer utility locations to CAD. (Assumes no potholing of utilities.)

**C. Preliminary Design**

1. Base sheets setup (Approximately 54 sheets total: Cover, General Notes, Quantities, Alignment, Utilities, Plan and Profile, Staging, Details and Cross sections).
2. General notes (1 sheet).
3. Existing and proposed typical sections (2 sheets).
4. Set vertical and horizontal alignments. (Alignments shall be set to minimize unnecessary driveway replacement.)
5. Roadway plan and profile (1"=20', Approx 2900' or 6 sheets).
6. Reconnect drainage system along new alignment with original system (2 sheets). (Detailed drainage studies are not included in scope.)
7. Standard details. (1"=5', 5 sheets).
8. Cross sections (every 50' @ 5/sheet = 9 sheets). (Cross sections shall be completed to verify driveway entrance slopes and proper drainage from behind the curb.)
9. Preliminary overall Quantities (1 Sheet).
10. Quality assurance and quality control.
11. Design coordination.
12. Preliminary plan package for Client review.

The preliminary plan submittal is approximately 50% complete includes a minimum of typical sections, plan & profile, and cross sections. Additional items not anticipated or included are, Intersection Design Studies (IDS), Structural Design, Lighting Design or Railroad coordination

**D. Final Design**

1. Finalize base sheets.
2. Finalize general notes.
3. Roadway plan sheet annotation.
4. Staging plan (1"=20', Approx 2900' or 3 sheets). (Anticipate full roadway closure with constant access for commercial entrances.)
5. Storm water pollution prevention plan (1"=20', Approx 2900' or 3 sheets).
6. Pavement marking plans (1"=20', Approx 2900' or 3 sheets).
7. Intersection / Cul-De-Sac detail sheets (1"=5', 7 Locations or 6 sheets).
8. Sidewalk ramp detail sheets (1"=5', 44 sidewalk ramps or 6 sheets). (Limited elevations with removal limits will be provided for ADA compliance.)
9. Other Detail sheets (3 sheets).
10. Cross section annotation.
11. Quantity calculations and Schedule of Quantities (4 sheets).
12. Special provisions and contract document preparation.

Clark Dietz, Inc.

13. Cost and time estimates.
14. Quality assurance and quality control.
15. Design coordination.
16. Final package submittal to Client.

Additional items not anticipated or included: Lighting plans or traffic signal plans.

**E. Public Informational Meeting and Public Involvement – not included in scope.**

**F. Land Acquisition – not included in scope.**

**G. Bidding Assistance**

1. Prepare advertisement data. (Client shall pay for any advertisement costs.)
2. Prepare electronic plan documents for distribution.
3. Prequalification evaluation of bidders.
4. Address bidders' questions. Issue clarifications and addenda.
5. Attend pre-bid conference. (Pre-bid conference not included in scope of services.)
6. Attend bid opening.
7. Review bid tabs, prepare tabulation of bids and advise Client for concurrence of apparent low bidder.
8. Client coordination and administration.

**H. Construction Observation – not included in scope.**

**I. Office Support During Construction – not included in scope.**

**J. Shop Drawing Review - not included in scope.**

**K. Construction Record Drawings - not included in scope.**

**L. Project Administration**

1. Organization and setup of project work plan and files.
2. Prepare for and conduct project kickoff meeting & meeting minutes.
3. Client and interagency coordination meetings (assume 1). (No IDOT coordination meetings anticipated.)
4. General project administration (assume 12 months).
5. Progress verification and invoice preparation (assume 12 months).
6. Subconsultant coordination and invoice reviews (assume 6 months).

Extension of the projects beyond the identified project areas or extended beyond the provided timelines shall be considered an additional service.

**PAYROLL ESCALATION TABLE  
FIXED RAISES**

FIRM NAME  
PRIME/SUPPLEMENT

Clark Dietz, Inc.  
Prime

DATE 11/06/19  
PTB NO. n/a

CONTRACT TERM 12 MONTHS  
START DATE 12/1/2019  
RAISE DATE 1/1/2020

OVERHEAD RATE 179.90%  
COMPLEXITY FACTOR 0  
% OF RAISE 3.00%

**ESCALATION PER YEAR**

12/1/2019 - 1/1/2020  
1  
12

1/2/2020 - 12/1/2020  
11  
12

= 8.33%  
= 1.0275

94.42%

The total escalation for this project would be:

2.75%

### PAYROLL RATES

FIRM NAME Clark Dietz, Inc. DATE 11/06/19  
PRIME/SUPPLEMENT Prime  
PSB NO. n/a

ESCALATION FACTOR 2.75%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Principal/Project Director	\$70.00	\$71.93
Sr. Project Manager	\$67.38	\$69.23
Project Mngr. / Sr. Engr.	\$58.41	\$60.02
Project Mngr. / Proj. Engr.	\$49.82	\$51.19
Project Engineer	\$42.65	\$43.82
Engineer	\$36.66	\$37.67
Sr. Technician	\$37.58	\$38.61
Technician	\$31.68	\$32.55
Administrative	\$32.75	\$33.65

## Subconsultants

FIRM NAME Clark Dietz, Inc.  
PRIME/SUPPLEMENT Prime  
PSB NO. n/a

DATE 11/06/19

NAME	Direct Labor Total	Contribution to Prime Consultant
Geotechnical TBD		15,000.00
Environmnetal TBD		10,000.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
<b>Total</b>	0.00	25,000.00

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**AVERAGE HOURLY PROJECT RATES**

FIRM Clark Dietz, Inc.  
 PSB n/a  
 PRIME/SUPPLEMENT Prime

DATE 11/06/19

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Studies Reports Permits			Data Collection and Survey			Preliminary Design			Final Design			Bidding Assistance		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal/Project Dire	71.93	0																	
Sr. Project Manager	69.23	24	1.67%	1.16	8	4.44%	3.08	2	0.86%	0.60	5	1.06%	0.73	8	1.57%	1.09	1	2.17%	1.51
Project Mngr. / Sr. E	60.02	357	24.84%	14.91	62	34.44%	20.67	8	3.45%	2.07	112	23.78%	14.27	150	29.53%	17.72	25	54.35%	32.62
Project Mngr. / Proj.	51.19	84	5.85%	2.99				26	11.21%	5.74	42	8.92%	4.56	16	3.15%	1.61			
Project Engineer	43.82	168	11.69%	5.12	20	11.11%	4.87	20	8.62%	3.78	60	12.74%	5.58	60	11.81%	5.18	8	17.39%	7.62
Engineer	37.67	690	48.02%	18.09	84	46.67%	17.58	86	37.07%	13.96	246	52.23%	19.67	266	52.36%	19.72	8	17.39%	6.55
Sr. Technician	38.61	0																	
Technician	32.55	90	6.26%	2.04				90	38.79%	12.63									
Administrative	33.65	24	1.67%	0.56	6	3.33%	1.12				6	1.27%	0.43	8	1.57%	0.53	4	8.70%	2.93
<b>TOTALS</b>		1437	100%	\$44.87	180	100.00%	\$47.32	232	100%	\$38.77	471	100%	\$45.26	508	100%	\$45.85	46	100%	\$51.22



## STANDARD TERMS AND CONDITIONS

1. STANDARD OF CARE. Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied is provided, including warranties or guarantees contained in any uniform commercial code.
2. CHANGE OF SCOPE. The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by ENGINEER and LA. ENGINEER will promptly notify LA of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.
3. DELAYS. If events beyond the control of ENGINEER, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay increases the cost or time required for ENGINEER to perform its services, ENGINEER shall be entitled to an equitable adjustment in compensation and extension of time.
4. REUSE OF INSTRUMENTS OF SERVICE. All reports, drawings, specifications, computer data, field data notes and other documents prepared by ENGINEER as instruments of service shall remain the property of ENGINEER. ENGINEER shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse of any instruments of service including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written authorization or adaptation by ENGINEER for the specific purpose intended, shall be at LA's sole risk.
5. ELECTRONIC MEDIA. In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by ENGINEER, the LA agrees that all such electronic files are instruments of service of ENGINEER, who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights.  
  
The LA agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The LA agrees not to transfer these electronic files to others without the prior written consent of ENGINEER. The LA further agrees that ENGINEER shall have no responsibility or liability to LA or others for any changes made by anyone other than ENGINEER or for any reuse of the electronic files without the prior written consent of ENGINEER.  
  
Any changes to the electronic specifications by either the LA or ENGINEER are subject to review and acceptance by the other party. If ENGINEER is required to expend additional effort to incorporate changes to the electronic file specifications made by the LA, these efforts shall be compensated for as Additional Services.  
  
In addition, the LA agrees, to the fullest extent permitted by law, to indemnify and hold harmless ENGINEER, its officers, directors, employees and subconsultants (collectively, ENGINEER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than ENGINEER or from any use or reuse of the electronic files without the prior written consent of ENGINEER.  
  
The LA is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by ENGINEER and electronic files, the signed or sealed hard-copy construction documents shall govern.
6. OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by ENGINEER is supplied for the general guidance of the LA only. Since ENGINEER has no control over competitive bidding or market conditions, ENGINEER cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to LA.
7. SAFETY. ENGINEER specifically disclaims any authority or responsibility for general job site safety and safety of persons other than ENGINEER employees.
8. RELATIONSHIP WITH CONTRACTORS. ENGINEER shall serve as LA's professional representative for the services and may make recommendations to LA concerning actions relating to LA's contractors. ENGINEER specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by LA's contractors.
9. THIRD PARTY CLAIMS. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the LA or ENGINEER. ENGINEER's services under this Agreement are being performed solely for the LA's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. The LA and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.
10. MODIFICATION. This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.
11. PROPRIETARY INFORMATION. Information relating to the Project, unless in the public domain, shall be kept confidential by ENGINEER and shall not be made available to third parties without written consent of LA, unless so required by court order.

12. INSURANCE. ENGINEER will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with legal, and ENGINEER business requirements. Certificates evidencing such coverage will be provided to LA upon request. For projects involving construction, LA agrees to require its construction contractor, if any, to include ENGINEER as an additional insured on its commercial general liability policy relating to the Project, and such coverages shall be primary.

13. INDEMNITIES. ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the LA, its officers, directors and employees against all damages, liabilities or costs, to the extent caused by ENGINEER's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom ENGINEER is legally liable.

The LA agrees, to the fullest extent permitted by law, to indemnify and hold harmless ENGINEER, its officers, directors, employees and subconsultants against all damages, liabilities or costs, to the extent caused by the LA's negligent acts in connection with the Project and that of its contractors, subcontractors or consultants or anyone for whom the LA is legally liable.

Neither the LA nor ENGINEER shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

14. LIMITATIONS OF LIABILITY. In recognition of the relative risks and benefits of the Project to both the LA and ENGINEER, the risks have been allocated such that the LA agrees, to the fullest extent permitted by law, to limit the liability of ENGINEER and their officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of ENGINEER and their officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed ENGINEER's total fee for services rendered on this Project, or \$500,000, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

15. CONSEQUENTIAL DAMAGES. Notwithstanding any other provision of this agreement, and to the fullest extent permitted by law, neither the LA nor ENGINEER, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the LA and ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

16. ACCESS. LA shall provide ENGINEER safe access to the project site necessary for the performance of the services.

17. ASSIGNMENT. The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and insure to the benefit of any permitted assigns.

18. HAZARDOUS MATERIALS. ENGINEER and ENGINEER's consultants shall have no responsibility for discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If required by law, the LA shall accomplish all necessary inspections and testing to determine the type and extent, if any, of hazardous materials at the project site. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the LA to advise ENGINEER (in writing) of any known or suspected hazardous materials. Removal and proper disposal of all hazardous materials shall be the responsibility of the LA.

19. REMODELING AND RENOVATION. For ENGINEER's services provided to assist the LA in making changes to an existing facility, the LA shall furnish documentation and information upon which ENGINEER may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by the LA, ENGINEER shall not be required to perform or have others perform destructive testing or to investigate concealed or unknown conditions. The LA shall indemnify and hold harmless ENGINEER, ENGINEER's consultants, and their employees from and against claims, damages, losses and expenses which arise as a result of documentation and information furnished by the LA.

20. LA'S CONSULTANTS. Contracts between the LA and other consultants retained by LA for the Project shall require the consultants to coordinate their drawings and other instruments of service with those of ENGINEER and to advise ENGINEER of any potential conflict. ENGINEER shall have no responsibility for the components of the project designed by the LA's consultants. The LA shall indemnify and hold harmless ENGINEER, ENGINEER's consultants and their employees from and against claims, damages, losses and expenses arising out of services performed for this project by other consultants of the LA.

21. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.

22. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

23. STATUTE OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project Completion.

24. DISPUTE RESOLUTION. In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, ENGINEER and the LA agree to attempt to resolve such disputes in the following manner: First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties.



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AMENDING PAYMENT FOR RFP #627

WHEREAS, the City Council previously approved Resolution 2019-77 awarding the contract for 2019 Sewer Cleaning and Televising; and

WHEREAS, \$57,000 of the work was proposed to be paid from DATS Fund line item 116-116-20-52029; and

WHEREAS, DATS has authorized the funds for the work from FY19 funding rather than FY20 funding; and

WHEREAS, unused FY19 DATS funds will be forfeited by the end of December 2019.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Danville, Illinois, as follows:

1. The Mayor, City Clerk, and Comptroller are hereby authorized and directed to utilize appropriate line items from DATS FY19 funding to the extent feasible to pay for the work.
2. This resolution shall take effect upon its passage and publication.

PASSED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ by \_\_\_\_Ayes, \_\_\_\_Nay, \_\_Not Voting, and \_\_Absent.

APPROVED:

BY: \_\_\_\_\_  
MAYOR

ATTEST:

By: \_\_\_\_\_  
CITY CLERK